

**A REGULAR MEETING OF THE
BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO**

TO BE HELD AT 715 EAST BRIER DRIVE
SAN BERNARDINO, CALIFORNIA
DECEMBER 10, 2024 AT 3:00 P.M.

IMPORTANT NOTICE ABOUT PUBLIC COMMENTS AND MEETING PARTICIPATION

HOW TO PARTICIPATE

The public is invited to participate in the Board of Commissioners meeting using any of the following methods:

1. IN PERSON:

Members of the public can provide in-person comments in the Board of Commissioners meeting room at the above address. Members of the public are encouraged, but not required, to fill out a speaker card. The Board of Commissioners meeting room will have seating available for members of the public to attend in person up to full seating capacity.

2. REMOTE:

a. Zoom:

<https://us06web.zoom.us/j/87362144286?pwd=ckl1mwjQiMocgcZYaQ2VlZXEwYy6vb.1>

Meeting ID: 873 6214 4286

Passcode: 617601

b. Zoom Phone Number. Dial Toll Free: +1 669 900 6833 US (San Jose)

Meeting ID: 873 6214 4286

Passcode: 617601

Find your local number: <https://us06web.zoom.us/j/87362144286?pwd=ckl1mwjQiMocgcZYaQ2VlZXEwYy6vb.1>

During the meeting, each period for public comment will be announced, and participants may use the “Raise Hand” feature on Zoom to request to speak. If calling in via Zoom use *9 to raise and lower your hand. The meeting host will call on you, by name, and promote you to panelist in the webinar so you can be seen via your camera. Please enable your microphone when it is your turn to speak. In order to ensure the orderly administration of the meeting using this method, providing your name is encouraged, but is not required. (If you need instructions on how to use this feature, please contact the Board Secretary by 1:00 p.m. of the meeting date at (909) 332-6302 or churtado@hacsb.com).

AGENDA

PUBLIC SESSION

- 1) Call to Order and Roll Call – **Announcements/Consideration and Approval of Requests by Commissioners to Participate Remotely Pursuant to AB 2449, including announcement by Commissioner Cassie MacDuff of her remote participation for just cause.**

- 2) Additions or deletions to the agenda
- 3) General Public Comment - Any member of the public may address the Board of Commissioners on any matter not on the agenda that is within the subject matter jurisdiction of the Board. To make a comment on a specific agenda item, you may do so during the meeting or, alternatively, please submit your comments via email by 1:00 p.m. on the Tuesday of the Board meeting. Comments should be limited to 250 words or less. Please submit your comments via web at <https://hacsb.com/board-of-commissioners/> or email at publiccomment@hacsb.com. Your comments will be placed into the record at the meeting. Efforts will be made to read the comments into the record, but some comments may not be read due to time limitations.

DISCUSSION CALENDAR

(Public comment is available for each item on the discussion calendar)

- 4) Receive the Executive Director's Report for December 10, 2024.
(Page 1)
- 5) Board Building – Overview of the Housing Authority of the County of San Bernardino's Housing Choice Voucher Program.
(Page 2)
- 6) 1 – Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Scattered Affordable Portfolio, LLC for 27 scattered units for the Continuum of Care Program, for a five-year period from February 1, 2026 through January 31, 2031.

2 – Authorize and direct the Executive Director to execute and deliver the contract extension to Scattered Affordable Portfolio, LLC, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Page 3-38)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: # 7-9

- 7) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on November 12, 2024.
(Pages 39-45)
- 8) Approve and file Agency-wide Financial Statements through August 2024.
(Pages 46-49)
- 9) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of September 2024.
(Pages 50-54)

CLOSED SESSION

- 10) **CONFERENCE WITH REAL PROPERTY NEGOTIATOR.**
Pursuant to Government Code Section 54956.8
Property: 505 E. Rialto Ave., San Bernardino, CA 92408
Agency Negotiator: Rishad Mitha, Deputy Executive Director and
Fred Galante, Legal Counsel
Negotiating Parties: Aspen Real Estate Financial LLC.; Cray Carlson, CBRE
Under Negotiation: Price and terms of potential acquisition
- 11) Individual Board member comments.
- 12) Adjourn

This agenda contains a brief description of each item of business to be considered at the meeting. In accordance with the Ralph M. Brown Act, this meeting agenda is posted at least 72 hours prior to the regularly scheduled meeting at the Housing Authority of the County of San Bernardino (HACSB) Building located at 715 East Brier Drive, San Bernardino, California, 92408. The agenda and its supporting documents can be viewed online at <http://www.hacsb.com>. However, the online agenda may not include all available supporting documents or the most current version of documents.

If you challenge any decision regarding any of the above agenda items in court, you may be limited to raising only those issues you or someone else raised during the public testimony period regarding that agenda item or in written correspondence delivered to the Board of Commissioners at, or prior to, the public meeting.

It is the intention of the HACSB to comply with the Americans with Disabilities Act (ADA). If you require special assistance, HACSB will attempt to accommodate you in every reasonable manner. Please contact Cynthia Robinson at (909) 890-5388 at least 48 hours prior to the meeting to inform us of your particular needs.

HACSB ofrece asistencia idiomática gratis. Para ayuda con este documento, por favor llámenos al (909) 890-0644.

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD
OF ACTION**

December 10, 2024

FROM

MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT

Executive Director's Report for December 10, 2024

RECOMMENDATION(S)

Receive the Executive Director's Report for December 10, 2024.
(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.
Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.

FINANCIAL IMPACT

This item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impact associated with this item.

BACKGROUND INFORMATION

The Executive Director's report summarizes ongoing initiatives of HACSB's strategic plan, Moving to Work activities, overall agency updates, as well as other initiatives federally regulated by the U.S. Department of Housing and Urban Development.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on November 11, 2024.

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD
OF ACTION**

December 10, 2024

FROM

MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT

Board Building Presentation for December 10, 2024

RECOMMENDATION(S)

Receive the board building presentation for December 10, 2024, an overview of the Housing Authority of the County of San Bernardino's Housing Choice Voucher Program.
(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.

Aspirational Statement #5: To create, build and utilize partnerships that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing our resources by mobilizing the talents of our community partners.

FINANCIAL IMPACT

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impact associated with this item.

BACKGROUND INFORMATION

Per the U.S. Department of Housing and Urban Development's (HUD) Commissioner Lead the Way Training and Moving to Work designation responsibilities, board building is required to provide the Board of Commissioners with information regarding ongoing initiatives of HACSB's strategic plan, Moving to Work (MTW) activities, overall agency updates, as well as other initiatives federally regulated by HUD.

This month's board building presentation will include an overview of HACSB's Housing Choice Voucher Program.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on, December 2, 2024.

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND
RECORD OF ACTION**

December 10, 2024

FROM

MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Scattered Affordable Portfolio, LLC for 27 scattered units for the Continuum of Care Program.

RECOMMENDATION(S)

1. Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Scattered Affordable Portfolio, LLC for 27 scattered units for the Continuum of Care Program, for a five-year period from February 1, 2026 through January 31, 2031.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to Scattered Affordable Portfolio, LLC, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.

Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.

Aspirational Statement #5: To create, build and utilize partnerships that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing out resources by mobilizing the talents of our community partners.

FINANCIAL IMPACT

Approval of the proposed extension to the Project-Based Voucher (PBV) Program Housing Assistance Payments (HAP) Contract will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget as the payments coinciding with this contract will be included in the Fiscal Year 2026 budget. The Contract is funded under the Continuum of Care (CoC) program, which is administered by HACSB on behalf of the United States Department of Housing and Urban Development (HUD).

BACKGROUND INFORMATION

HACSB administers four CoC grants. The grants provide rental assistance to chronically homeless individuals and families with mental disabilities. One of the grants provides tenant-based rental assistance to approximately 231 households. The other three grants provide rental assistance at 55 units under separate HAP Contracts. All CoC participants receive services from San Bernardino County Department of Behavioral Health (DBH).

On February 9, 2011, HACSB entered into a 10-year HAP Contract with Housing Partners I, Inc. (HPI) for 27 scattered site units under the Laurel Brook Estates CoC grant. The units had been selected due to their proximity to DBH facilities for the purpose of housing chronically homeless

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Scattered Affordable Portfolio, LLC for the Laurel Brook Estates Continuum of Care Grant
December 10, 2024

with mental health disabilities. At that time the maximum allowed contract term was ten years due to planned rehabilitation of the units.

On January 12, 2021, HACSB authorized a five-year extension of the HAP Contract which is set to expire January 31, 2026. On April 1, 2024, the 27 Laurel Brook Estates units under the Contract with HPI were transferred to the Scattered Affordable Portfolio, LLC (which created shared ownership with HACSB) establishing a separate HAP Contract, which is set to expire January 31, 2026.

The maximum allowable contract term under CoC regulations is five years; therefore, the extension of the proposed contract is for a five-year period effective February 1, 2026 through January 31, 2031 and is subject to the availability of continued funding from HUD.

The State of California requires that a property owner notify residents twelve months prior to the expiration of a HAP Contract if the contract will not be renewed. Therefore, this item is brought to the Board for consideration at least twelve months prior to the end of the Contract term. The PBV program ensures stable, affordable housing to low-income CoC participants. Therefore, the extension of the Contract is appropriate to continue providing affordable housing and HACSB staff recommends the Board of Commissioners approve the extension to the HAP Contract between Scattered Affordable Portfolio, LLC and HACSB.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2024.

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

EXISTING HOUSING

PART 1 OF HAP CONTRACT

EXTENSION

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 983.202. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:
Housing Authority of the County of San Bernardino (PHA) and

Scattered Affordable Portfolio, LLC

 (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS,
INCLUDING A LISTING OF UTILITY SERVICES TO BE
PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION
TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE
TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM
ACCESSIBILITY FEATURES OF SECTION 504 OF THE
REHABILITATION ACT OF 1973 AND IMPLEMENTING
REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Effective date and term of the HAP contract

1. Effective date

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:
February 1, 2026.
- c. The term of the HAP contract begins on the effective date.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:

Initial Term: 2/1/11-1/31/21. First extension 2/1/21-1/31/26. Second extension for five (5) years through January 31, 2031.

- b. The initial term of the HAP contract may not be less than one year,

nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE
VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO
STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. ~~If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.~~
- b. ~~The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.~~
- e. ~~The PHA may make vacancy payments to the owner only if:~~
 - 1. ~~The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);~~
 - 2. ~~The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;~~
 - 3. ~~The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and~~
 - 4. ~~The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.~~
- d. ~~The PHA must take every reasonable action to minimize the likelihood and length of vacancy.~~
- e. ~~The owner may refer families to the PHA for placement on the PBV waiting list.~~

- f. ~~The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.~~

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to the applicable families as listed in f.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.

6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:

- ☐ Public Housing or Operating Funds;
- ☐ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Rent Supplement Program;
- ☐ Rental Assistance Program;
- ☐ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

0 _____.

If all of the units in the project received such assistance, you may skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

- ☐ Section 236;
- ☐ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract

units were subject to a federal rent restriction listed above:

0 _____.

If all of the units in the project were subject to a federal rent restriction, you may skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:
- a. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- _____.
- b. Place a check mark here ☒ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- 27 Continuum of Care units _____.
- c. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible families receiving FUP/FYI assistance:
- _____.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print) Housing Authority of the County of San Bernardino
By:
Signature of authorized representative
Name and official title (Print)
Maria Razo, Executive Director
Date
OWNER Name of Owner (Print) Scattered Affordable Portfolio, LLC
By:
Signature of authorized representative
Name and official title (Print)
Anthony Perez, Executive Director
Date

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 2 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or
- (f) Having equivalent levels of control in other ownership structures.

Existing housing. Housing units that already exist on the proposal selection date

and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United

States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is “owned by a PHA” if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ☒ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
 2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
 3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
 4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
 5. To receive housing assistance payments in accordance with the
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HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

7. **OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with

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HUD requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

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1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to

the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing

regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

- 1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract

units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the

owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. “Transfer” includes:
 - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - iii. The creation of a security interest in the HAP contract or the property;
 - iv. Foreclosure or other execution on a security interest; or
 - v. A creditor’s lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA

pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

22. SUBSIDY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

- a. The owner certifies, to the best of owner's knowledge and belief, that:
 - 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT

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EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

EXHIBIT A**TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT;
INITIAL RENT TO OWNER; AND DESCRIPTION OF CONTRACT UNITS**

There are a total of 27 fixed units covered by this HAP Contract at the locations detailed in the chart below.

Address	City/State/Zip	Apt #	Bedroom Size	Bathroom Count	Contract Rent*
8148 Cypress Ave.	Fontana / CA / 92335	1	1	1	\$1350
8148 Cypress Ave.	Fontana / CA / 92335	2	1	1	\$1350
8148 Cypress Ave.	Fontana / CA / 92335	3	3	1	\$1500
8148 Cypress Ave.	Fontana / CA / 92335	4	2	1	\$1450
8148 Cypress Ave.	Fontana / CA / 92335	5	2	1	\$1450
16015 Juniper St.	Hesperia / CA / 92345	1	2	1	\$950
16015 Juniper St.	Hesperia / CA / 92345	2	2	1	\$950
16015 Juniper St.	Hesperia / CA / 92345	3	3	1.5	\$1200
16015 Juniper St.	Hesperia / CA / 92345	4	3	1.5	\$1200
16015 Juniper St.	Hesperia / CA / 92345	5	1	1	\$800
16015 Juniper St.	Hesperia / CA / 92345	6	1	1	\$800
4649 Oakdale St.	Montclair / CA / 91763	N/A	2	1	\$1250
4659 Oakdale St.	Montclair / CA / 91763	N/A	2	1	\$1250
4651 Oakdale St.	Montclair / CA / 91763	N/A	2	1	\$1250
4661 Oakdale St.	Montclair / CA / 91763	N/A	2	1	\$1250
9395 La Grande St.	Rancho Cucamonga / CA / 91701	A	1	1	\$1200
9395 La Grande St.	Rancho Cucamonga / CA / 91701	B	2	1	\$1500
9395 La Grande St.	Rancho Cucamonga / CA / 91701	C	2	1	\$1500
9405 La Grande St.	Rancho Cucamonga / CA / 91701	A	1	1	\$1200
9405 La Grande St.	Rancho Cucamonga / CA / 91701	B	2	1	\$1500
9405 La Grande St.	Rancho Cucamonga / CA / 91701	C	2	1	\$1500
7441 Cherokee Trail	Yucca Valley / CA / 92284	1	2	1	\$1,000
7441 Cherokee Trail	Yucca Valley / CA / 92284	2	2	1	\$1,000
7441 Cherokee Trail	Yucca Valley / CA / 92284	3	2	1	\$1,000
7441 Cherokee Trail	Yucca Valley / CA / 92284	4	2	1	\$1,000
7441 Cherokee Trail	Yucca Valley / CA / 92284	5	2	1	\$1,000
7441 Cherokee Trail	Yucca Valley / CA / 92284	6	2	1	\$1,000

*Contract rent is subject to annual rent increases.

EXHIBIT B

SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

8148 Cypress Ave.

- Stove
- Balcony/patio
- Onsite Laundry
- Carports – 1 assigned per tenant

16015 Juniper St.

- Garbage Disposal
- Stove
- Onsite Laundry
- Fenced Backyard

4649, 4651, 4659, and 4661 Oakdale St.

- Garbage Disposal
- Washer and Dryer Hookups
- Stove
- Covered Parking

9395 & 9405 La Grande St.

- Garbage Disposal
- Stove
- Central air and heat
- Onsite Laundry

7441 Cherokee Trail

- Stove
- Onsite Laundry
- Swamp Cooler
- Front Fenced Patio

EXHIBIT C

UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

8148 Cypress Ave.

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash
- Stove

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Refrigerator

16015 Juniper St.

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash
- Stove

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Refrigerator

4649, 4651, 4659, and 4661 Oakdale St.

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash
- Stove

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Refrigerator

EXHIBIT C
(Continued)

9395 & 9405 La Grande St.

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash
- Stove

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Refrigerator

7441 Cherokee Trail

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash
- Stove

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Refrigerator

EXHIBIT D

FEATURES TO BE PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

8148 Cypress Ave.

- Van accessible parking spaces
- Grab bars in bathroom in unit #2

16015 Juniper St.

- Accessible path or travel
- Handicap parking spaces
- Van accessible parking spaces
- Accessible mailboxes
- Accessible trash enclosure
- 2 Adaptable ground level units

4649, 4651, 4659, and 4661 Oakdale St.

- Accessible path or travel
- Accessible washer and dryers in unit
- Accessible mailboxes
- Accessible trash enclosure
- Adaptable ground level units

9395 & 9405 La Grande St.

- Path to front door is accessible

7441 Cherokee Trail

- Accessible path or travel
- Handicap parking spaces
- Van accessible parking spaces
- Accessible mailboxes
- Accessible trash enclosure
- 4 Adaptable ground level units

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD
OF ACTION**

December 10, 2024

FROM

MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT

Meeting Minutes for Meeting Held on November 12, 2024

RECOMMENDATION(S)

Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on November 12, 2024.

(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.

Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.

FINANCIAL IMPACT

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there are no financial impacts associated with this item.

BACKGROUND INFORMATION

The HACSB Board of Commissioners (Board) Meeting took place on November 12, 2024, and attached are the meeting minutes for review and recommended approval by the Board.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on, December 3, 2024.

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
November 12, 2024**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting at the Administration Office, at 715 East Brier Drive, San Bernardino, California at 3:04 p.m. on November 12, 2024.

Details of the meeting discussion can be obtained through the recording of the Board of Commissioners meeting through a Public Records Request submitted in person or through the HACSB website: <https://hacsb.com/public-records-request/>

1) Call to Order and Roll Call

The meeting was called to order, and upon roll call, the following were present:

Chair-Cooper
Vice-Chair MacDuff
Commissioner Avila
Commissioner Miller
Commissioner Johnson

As noted on the agenda, Commissioner Avila participated in the meeting via Zoom.

Also in attendance were Maria Razo, Executive Director; Jesse Diaz, Director of Business Services; Kristin Maithonis, Director of Housing Services; Angie Lardapide, Procurement and Contracts Supervisor; Nicole Beydler, Director of Policy and Communications; Lucy Leslie, Director of Housing Communities; George Silva, Family Empowerment Services Manager; John Moore, Director of Development; Shamira Shirley, Management Analyst; Armando Salazar, Management Analyst; and Claudia Hurtado, Executive Assistant.

Also present, was Fred Galante, Legal Counsel to the Housing Authority.

2) Additions or Deletions to the Agenda

Chair Cooper called for additions or deletions to the November 12, 2024, agenda. There were none.

3) General Public Comment

Chair Cooper provided an opportunity for members of the public to address the Board of Commissioners. There were none.

4) Executive Director's Report

The Executive Director's Report was requested.

Discussion amongst the Board of Commissioners took place regarding the Executive Director's Report for November 12, 2024.

5) Board Building Presentation for November 12, 2024

Discussion calendar item number 5, to receive the board building presentation for November 12, 2024, an overview of the Arrowhead Grove Phase IV Design, was requested

From National Community Renaissance, Kristina Lightfoot, Senior Project Manager; Patrick Meredith, Vice President - Construction and from RRM Design Group, Brian Launder, Architect, provided the board with the presentation on the overview of the Arrowhead Grove Phase IV Design.

Discussion amongst the Board of Commissioners took place regarding the discussion calendar item number 5.

6) Discussion on the 2025 Board of Commissioners Retreat

Discussion calendar item number 6, discussion on the 2025 Board of Commissioners Retreat, was requested.

The Executive Director explained the item.

After their discussion on the 2025 Board of Commissioners Retreat, the Commissioners confirmed availability to hold the board retreat on Tuesday, February 18, 2025 prior to the February special board meeting.

7) Amendment No. 4 to Employment Agreement between the Housing Authority of the County of San Bernardino and Executive Director Maria Razo

Discussion calendar item number 7, to approve Amendment No. 4 to Employment Agreement between the Housing Authority of the County of San Bernardino and Executive Director Maria Razo, was requested.

Fred Galante, Legal Counsel to the Housing Authority explained the item.

Commissioner Johnson moved to approve discussion calendar item number 7, as recommended by staff and Commissioner Miller seconded the motion. Upon roll call vote, the Ayes and Nays were as follows:

Ayes

Chair-Cooper
Vice-Chair MacDuff
Commissioner Avila
Commissioner Miller
Commissioner Johnson

Nays

8) Contract Amendment with Aleshire & Wynder LLP for General Legal Counsel Services

Discussion calendar item number 8, to 1) Approve Amendment No. 4 to contract No. PC1180, effective December 9, 2024 with Aleshire & Wynder LLP for General Legal Counsel Services increasing the current contract by \$171,000 for a total amount not to exceed \$822,000 through December 8, 2025 and extending the contract term by one year, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Aleshire & Wynder LLP and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding the discussion calendar item number 8.

Commissioner Avila moved to approve discussion calendar item number 8, as recommended by staff and Commissioner Johnson seconded the motion.

Upon roll call vote, the Ayes and Nays were as follows:

Ayes

Chair-Cooper
Vice-Chair MacDuff
Commissioner Avila
Commissioner Miller
Commissioner Johnson

Nays

9) Fiscal Year 2024-2025 Annual Moving to Work Plan, Amendment No. 1

Discussion calendar item number 9, to adopt Resolution No. 204 approving the Housing Authority of the County of San Bernardino's Fiscal Year 2024-2025 Annual Moving to Work Plan, Amendment No. 1, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding the discussion calendar item number 9.

Commissioner Miller moved to approve discussion calendar item number 9, as recommended by staff and Commissioner MacDuff seconded the motion.

Upon roll call vote, the Ayes and Nays were as follows:

Ayes

Chair-Cooper
Vice-Chair MacDuff
Commissioner Avila

Nays

Commissioner Miller
Commissioner Johnson

10) Contract Amendment with Loma Linda University for research and evaluation services

Discussion calendar item number 10, to 1) Approve Amendment No. 1 to contract No. PC1340, effective February 1, 2025, with Loma Linda University for Research and Evaluation Services to combine and exercise the remaining four option years and increase the contract by \$478,000 for a total contract amount not to exceed \$553,000 through January 31, 2029, 2) Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding the discussion calendar item number 10.

Commissioner MacDuff moved to approve discussion calendar item number 10, as recommended by staff and Commissioner Miller seconded the motion.

Upon roll call vote, the Ayes and Nays were as follows:

Ayes
Chair-Cooper
Vice-Chair MacDuff
Commissioner Avila
Commissioner Miller
Commissioner Johnson

Nays

11) Contract Amendment No. 4 with Knowledge, Education for Your Success, Inc. for California Work Opportunity and Responsibility to Kids Housing Support Program Services

Discussion calendar item number 11, to 1) Approve contract amendment No. 4 with Knowledge, Education for Your Success, Inc. for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program Housing Navigator Services increasing the amount by \$9,892,192 for a total contract amount not to exceed \$46,194,219 through June 30, 2025, 2) Authorize and direct the Executive Director to execute and deliver the contract to Knowledge and Education for Your Success, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding the discussion calendar item number 11.

Commissioner MacDuff moved to approve discussion calendar item number 11, as recommended by staff and Commissioner Johnson seconded the motion.

Upon roll call vote, the Ayes and Nays were as follows:

Ayes

Chair-Cooper
Vice-Chair MacDuff
Commissioner Avila
Commissioner Miller
Commissioner Johnson

Nays

12, 13, and 14) Consent Calendar

Approval of the consent calendar including agenda item numbers 12-14 was requested.

Commissioner Johnson moved to approve consent calendar agenda item numbers 12-14,
12) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on October 8, 2024.
13) Approve and file Agency-wide Financial Statements through July 2024.
14) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of August 2024.

The motion was duly seconded by Commissioner MacDuff.

Upon roll call vote, the Ayes and Nays were as follows:

Ayes

Chair Cooper
Vice-Chair MacDuff
Commissioner Avila
Commissioner Miller
Commissioner Johnson

Nays

Abstain

Chair Cooper provided an opportunity for individual board member comments. There were none.

There being no other business, Commissioner Johnson moved for the regular meeting of Tuesday, November 12, 2024, to be adjourned, and which motion was duly seconded by Commissioner Miller. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 4:18 p.m.

Minutes of the Regular Meeting of the Board of Commissioners of the Housing Authority of the
County of San Bernardino for November 12, 2024
Page 6

Tim Johnson

David Avila

Sylvia Miller

Attest:

Secretary

REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION

December 12, 2024

FROM

MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT

Agency-wide Financial Statements through August 2024

RECOMMENDATION(S)

Approve and file Agency-wide Financial Statements through August 2024.
(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.

FINANCIAL IMPACT

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net gain through August 2024 for Federal Fiscal Year (FFY) 2023-24 is \$16,492,695. This net gain is currently higher than the budgeted net loss of (\$6,106,644) with a variance of \$22,599,339. It is important to note the budgeted net loss was due to an anticipated drawdown of HUD held reserves (HHR). The large variance is primarily related to two main components. The first being the increased Housing Assistance Payment (HAP) subsidy income and HAP expenses in the Housing Choice Voucher (HCV) Program and the second being the receipt of the prior year United States Department of Housing and Urban Development (HUD) HAP subsidy.

The \$22,599,339 variance between the budgeted and the actual net income is due to the variance of gains and losses to the budget, such as:

- The HCV program received \$17.9 million more in HAP funding from HUD when compared to the budgeted amount. HACSB expects to receive all HAP funds that were awarded, but the actual funds that are received are based on prior months HAP expenses. This causes a variance between the amount of funding budgeted and the amount received.
 - An annual reconciliation between the amount of HAP funding received and the amount that should have been received is performed by HUD and HACSB. This reconciliation determines the difference between the authorized funding amount and the actual funding received.
 - If the authorized funding exceeds the amount that HACSB received, the difference is deposited into a restricted HUD Held Reserve (HHR) account which can be used for future eligible expenses, with HUD's approval.
 - If the funds received by HACSB exceeds the authorized funding amount, a withdrawal is made from HHR.
- Conversely the HCV program experienced an increase in HAP in the amount of \$18.6 million. This was mainly due to rising rents and an increase in vouchers issued, due to issuances in 2023. Unlike the funding in the HCV program, HAP is not budgeted at a 100%

lease rate. It is budgeted based on an estimated lease rate for the year, estimated available funding per federally approved appropriations, and on approved use of restricted HAP HUD held reserves.

- Based on the 2023 annual reconciliation performed by HUD, HACSB received \$20.8 million in HAP subsidy funds. Per HUD guidelines, prior year funds are recognized as revenue when received. This is contrary to Generally Accepted Accounting Principles (GAAP) but is an acceptable and allowable practice for all housing authorities. This largely attributes to the net income reflected in the current fiscal year financials.
- There is a decrease in tenant services expenses in the amount of \$200,000. This is budgeted evenly for the fiscal year, but the level of services provided can vary from month to month. We expect that the actual expense at year end will be closer to the budgeted amount.
- Physical needs work is budgeted evenly throughout the fiscal year, but the actual work performed can vary monthly. This causes a variance between the budgeted amount and the actual amount. The amount of variance through August 2024 is \$1.8 million. This variance reflects \$1.8 million less work performed than expected. This amount is reflected on the extraordinary maintenance line on the financial statements. We expect that the actual expense at year end will be closer to the budgeted amount.
- Tenant income exceeded the budgeted amount by \$3 million. The increase is mainly due to the acquisition of the Northport property in Victorville. The tenant income for this property is not reflected in the current year's budget.
- There was an increase in other income in the amount of \$1.2 million due to an increase in revenue generated from an affiliate non-profit as well as favorable increases in investments and interest income.
- General expenses exceeded the budgeted amount by \$1.4 million. This is mostly due to an increase of \$1.3 million in bad debt expense. This increase was due to a "write off" of balances that accrued during the eviction moratorium and tenants that did not fulfill their payments plans from the eviction moratorium.
- Depreciation expenses are not budgeted and amount to \$4.7 million.

The information provided is based on unaudited information. During the audit process, revenue and expenses are typically adjusted and we expect a material amount of expenses related to the pension and Other Post Employment Benefit (OPEB) plans to be recognized during this process. This will lead to a decrease in the operating net income. The audited financial report will be provided to the Board of Commissioners once the audit process has been completed. The audit process will be completed in late June 2025 for the prior fiscal year which is when the audited financial statements are submitted to HUD.

Financial Summary	FY 2024 YTD
Revenues	\$240,002,621
Expenses	\$(218,800,484)
Operating Net Income/(Loss)	\$ 21,202,136
Operating Transfers/Non-Operating Items	\$(4,709,442)
Net Income/(Loss)	\$16,492,695

BACKGROUND INFORMATION

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2024-25 budget and financial operations continue to support the vision and mission of HACSB and are in line with its Strategic Plan and Moving to Work Annual Plans. Overall, HACSB has demonstrated fiscal stability even through the challenges presented by delays in the federal budget process.

We continue to focus on maintaining the agency's fiscal stability, customer service, innovation, best practices, partnerships that will assist our staff and families, and show a continued passion for our agency's mission.

Based on HUD's guidance to routinely present key information to HACSB's Board of Commissioners, HACSB is presenting the financial statements on a monthly basis.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2024.

HACSB Budget Comparison

Period = Oct 2023-Aug 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	30,794,290	28,273,624	2,520,666	8.92	30,869,944
Total Other Tenant Income	880,247	469,635	410,613	87.43	511,667
NET TENANT INCOME	31,674,537	28,743,259	2,931,279	10.20	31,381,611
GRANT INCOME					
TOTAL GRANT INCOME	199,950,356	161,265,340	38,685,016	23.99	175,926,069
OTHER INCOME					
TOTAL OTHER INCOME	8,377,728	7,223,630	1,154,098	15.98	7,780,646
TOTAL INCOME	240,002,621	197,232,229	42,770,392	21.69	215,088,326
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	8,653,732	9,694,156	1,040,423	10.73	10,575,443
ADMINISTRATIVE					
Total Administrative Salaries	14,668,557	15,466,693	798,136	5.16	17,230,491
Total Legal Expense	488,204	517,787	29,583	5.71	564,845
Total Other Admin Expenses	7,231,543	7,414,720	183,178	2.47	8,080,900
Total Miscellaneous Admin Expenses	2,511,186	2,797,329	286,143	10.23	2,960,662
TOTAL ADMINISTRATIVE EXPENSES	24,899,489	26,196,529	1,297,041	4.95	28,836,897
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	2,117,959	2,351,897	233,938	9.95	2,459,644
UTILITIES					
TOTAL UTILITY EXPENSES	4,048,812	4,136,587	87,775	2.12	4,514,366
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	3,568,696	3,195,378	-373,318	-11.68	3,535,851
Total Materials	1,640,400	839,922	-800,478	-95.30	916,270
Total Contract Costs	5,047,039	3,294,036	-1,753,003	-53.22	3,590,795
TOTAL MAINTENANCE EXPENSES	10,256,135	7,329,336	-2,926,799	-39.93	8,042,916
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	2,956,870	1,550,538	-1,406,332	-90.70	1,692,963
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	3,441,664	5,271,823	1,830,159	34.72	5,623,953
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	160,545,063	145,026,088	-15,518,975	-10.70	158,210,278
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,880,761	1,781,919	-98,842	-5.55	1,944,793
TOTAL OPERATING EXPENSES	218,800,484	203,338,873	-15,461,612	-7.60	221,901,253
OPERATING NET INCOME	21,202,136	-6,106,644	27,308,780	447.20	-6,812,927
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	4,709,442	0	-4,709,442	N/A	0
NET INCOME	16,492,695	-6,106,644	22,599,339	370.08	-6,812,927

REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION

December 10, 2024

FROM

MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month of September 2024

RECOMMENDATION(S)

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of September 2024

(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.

FINANCIAL IMPACT

The accounts receivable loss for the month ending September 30, 2024, is \$101,597.72. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget.

BACKGROUND INFORMATION

On a monthly basis, HACSB records vacated tenant accounts for the Authority Owned Portfolio for the purpose of being written off to collection losses. Authority Owned Portfolio units are owned by HACSB and were either acquired or developed through a variety of partnerships with local governments and/or HACSB's non-profit affiliate Housing Partners I, Inc., and include public housing developments converted through the United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program.

Despite HACSB's efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. As part of HACSB's standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. Losses during this time period (September 1 – September 30, 2024) are primarily for voluntary move-outs and evictions. The total write-off for the month of September 2024 is \$101,597.72, as delineated in the following table. Attached is a worksheet that itemizes the individual accounts.

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss
for the Month of September 2024

SUMMARY FOR HACSB- Authority Owned Properties

PROPERTY	NO. VACATED	TOTAL
481172 Bighorn	1	35.28
481174-Yosemite	1	(70.71)
403 - Summit Walk	1	17,160.00
407 - Sunset Pointe	2	1,222.00
408 - Sunrise Vista	1	1,760.00
409 - Andalusia	4	29,038.60
416 - Arrowhead	1	135.00
426 - Sunnyside	0	-
431 - Stone Creek	1	28.00
481 - Waterman Gardens	1	9,580.73
490 - Northport	2	30,256.40
Concessions Write Off	0	-
TOTAL RENT WRITE OFF	15	89,145.30
Miscellaneous Charges		75.00
Maintenance Charges		17,528.92
Legal Charges		10,057.50
Security Deposits Applied		(15,209.00)
NET TOTAL WRITE OFF		101,597.72

PROCUREMENT

Not applicable

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2024.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

09/30/24

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
481172 Bighorn													
1	H	T		V	466.00	35.28			1,939.00		1,974.28	1,081.00	893.28
TOTALS:						35.28	-	-	1,939.00	-	1,974.28	1,081.00	893.28
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice of Intent to Vacate		n/a								09/04/24		

481174-Yosemite													
1	P	G		V	\$322	(70.71)			1,314.00		1,243.29	788.00	455.29
TOTALS:						(70.71)	-	-	1,314.00	-	1,243.29	788.00	455.29
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice of Intent to Vacate		n/a								09/24/24		

403 - Summit Walk													
1	D	J		E	1,867.00	17,160.00	-		518.00	1,500.00	19,178.00	1,035.00	18,143.00
TOTALS:						17,160.00	-	-	518.00	1,500.00	19,178.00	1,035.00	18,143.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice to Pay or Quit	04/08/24	Posted	04/24/24		N		N/A	09/10/24		09/10/24		

407 - Sunset Pointe													
1	G	C		V	1,600.00	286.00			198.00		484.00	175.00	309.00
2	W	J		V	1,400.00	936.00	-		312.00		1,248.00	997.00	251.00
TOTALS:						1,222.00	-	-	510.00	-	1,732.00	1,172.00	560.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice of Intent to Vacate										09/13/24		
2	Notice of Intent to Vacate										09/05/24		

408 - Sunrise Vista													
1	K	Z		V	1,050.00	1,760.00			434.25		2,194.25	600.00	1,594.25
TOTALS:						1,760.00	-	-	434.25	-	2,194.25	600.00	1,594.25
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice of Intent to Vacate	08/01/24									09/16/24		

*Reasons: E=Evictions S=Skip V=Voluntary T=Terminated Tenancy D=Deceased **Unpaid Misc: Stipulated agreements for rent, maintenance charges, late charges, etc.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

09/30/24

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
409 - Andalusia													
1	A	T		V	1,305.00	216.00	-	75.00	503.68		794.68	599.00	195.68
2	S	J		E	1,800.00	4,343.55	-		6,250.23	1,405.00	11,998.78	599.00	11,399.78
3	M	J		E	2,150.00	16,293.05	-		743.00	937.50	17,973.55	2,035.00	15,938.55
4	L	D		E	1,272.00	8,186.00	-		747.00	667.50	9,600.50	799.00	8,801.50
TOTALS:					29,038.60	29,038.60	-	75.00	8,243.91	3,010.00	40,367.51	4,032.00	36,335.51

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice of Intent to Vacate									09/05/24
2	Notice to Pay or Quit	4/16/2024	Posted	6/20/2024	6/20/2024	N				09/05/24
3	Notice to Pay or Quit	4/15/2024	Posted	5/21/2024	5/21/2024	Y		8/7/2024		09/05/24
4	Notice to Pay or Quit	6/6/2024	Posted	6/10/2024	6/27/2024	Y		7/25/2024		09/05/24

416 - Arrowhead													
1	J	V		D	1,550.00	135.00	-		534.00		669.00	600.00	69.00
TOTALS:					135.00	135.00	-	-	534.00	-	669.00	600.00	69.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	N/A									09/13/24

426 - Sunnyside													
1	T	J		E					973.76	1,380.00	2,353.76		2,353.76
TOTALS:					-	-	-	-	973.76	1,380.00	2,353.76	-	2,353.76

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered		Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Adjustment to previous month write off									

431 - Stone Creek													
1	M	L		V	1,558.00	28.00	-		1,078.00		1,106.00	400.00	706.00
TOTALS:					28.00	28.00	-	-	1,078.00	-	1,106.00	400.00	706.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice of Intent to Vacate									09/04/24

*Reasons: E=Evictions S=Skip V=Voluntary T=Terminated Tenancy D=Deceased **Unpaid Misc: Stipulated agreements for rent, maintenance charges, late charges, etc.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 09/30/24

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
481 - Waterman Gardens													
1	R	I		E	1,231.00	9,580.73			1,135.00	1,467.50	12,183.23	1,001.00	11,182.23
TOTALS:						9,580.73	-	-	1,135.00	1,467.50	12,183.23	1,001.00	11,182.23
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice to Pay or Quit	12/13/23	Posted	02/07/24	04/16/24	N		N/A	08/21/24		08/21/24		

490 - Northport													
1	L	M		E	1,420.00	11,107.00			177.00	1,330.00	12,614.00	1,000.00	11,614.00
2	B	L		E	1,750.00	19,149.40			672.00	1,370.00	21,191.40	3,500.00	17,691.40
TOTALS:						30,256.40	-	-	849.00	2,700.00	33,805.40	4,500.00	29,305.40
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice to Pay or Quit	5/8/2024	Posted	6/20/2024	6/20/2024	Y		7/18/2024			09/05/24		
2	Notice to Pay or Quit	5/6/2024	Posted	6/11/2024	7/11/2024	N					09/05/24		

ALL PROPERTY TOTALS:						89,145.30	-	75.00	17,528.92	10,057.50	116,806.72	15,209.00	101,597.72
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Submitted by: _____ Date: _____

Reviewed by: _____ Date: _____

*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy D=Deceased **Unpaid Misc.:

Stipulated agreements for rent, maintenance charges, late charges, etc.

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