

**A SPECIAL 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  
MARCH 17, 2025 AT 3:00 P.M.

**AGENDA**

**PUBLIC SESSION**

- 1) Call to Order and Roll Call
- 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](mailto: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) Introduction and welcome of new board member, Commissioner Jain.
- 5) Receive the Executive Director's Report for March 17, 2025.  
(Page 1)
- 6) Receive the board building presentation for March 17, 2025, a recap of the Housing Authority of the County of San Bernardino's legislative Capitol Hill visits.  
(Page 2)
- 7) Adopt Resolution No. 207 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.  
(Pages 3-66)
- 8) Adopt Resolution No. 208 approving revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino's Public Housing program.  
(Pages 67-70)

- 9) Approve the write-off of delinquent accounts for the Housing Services Programs as collection losses for the month of December 2024.  
(Pages 71-73)
- 10) 1 – Approve an increase in appropriations, effective March 18, 2025, for temporary employment services – maintenance in the amount of \$200,000 for an overall amount not to exceed \$600,000.
- 2 – Approve Amendment No.1 to Contract No. PC1314, effective March 18, 2025, for temporary employment services – maintenance with AtWork Personnel Services and HB Staffing to exercise the first option year through June 30, 2026.  
(Pages 74-83)
- 11) 1 – Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with HACSB Andalusia Apartments, LLC for nine No Child Left Unsheltered Program units, for an additional one-year period from April 1, 2025, through March 31, 2026.
- 2 – Authorize and direct the Executive Director to execute and deliver the contract extension to HACSB Andalusia Apartments, LLC, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 84-118)
- 12) 1 – Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with HACSB Hampton Court, LLC for four No Child Left Unsheltered Program units, for an additional one-year period from April 1, 2025 through March 31, 2026.
- 2 – Authorize and direct the Executive Director to execute and deliver the contract extension to HACSB Hampton Court, LLC, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 119-153)
- 13) 1 - Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with HACSB Sunset Gardens Apartments, LLC for four No Child Left Unsheltered Program units, for an additional one-year period from April 1, 2025, through March 31, 2026.
- 2 – Authorize and direct the Executive Director to execute and deliver the contract extension to HACSB Sunset Gardens Apartments, LLC, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 154-188)
- 14) 1 – Approve Contract PC1393, effective April 29, 2025, with San Bernardino County's Fleet Management Department in an amount not to exceed \$495,000, for a three-year base period through April 29, 2028, with options to extend the contract for up to two single-year extensions through April 29, 2030.
- 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.  
(Pages 189-199)

## CONSENT CALENDAR

### APPROVAL OF CONSENT ITEMS: #15-17

- 15) Approve the meeting minutes for the special meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on February 18, 2025.  
(Pages 200-205)
- 16) Approve and file Agency-wide Financial Statements through November 2024.  
(Pages 206-208)
- 17) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of December 2024.  
(Pages 209-215)
- 18) Individual Board member comments.
- 19) 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**

**March 17, 2025**

**FROM**

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

**SUBJECT**

Executive Director's Report for March 17, 2025

**RECOMMENDATION(S)**

Receive the Executive Director's Report for March 17, 2025.  
(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 March 6, 2025.

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

**March 17, 2025**

**FROM**

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

**SUBJECT**

Board Building Presentation for March 17, 2025

**RECOMMENDATION(S)**

Receive the board building presentation for March 17, 2025, a recap of the Housing Authority of the County of San Bernardino's legislative Capitol Hill visits.  
(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 legislative Capitol Hill visits.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 6, 2025.

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

March 17, 2025

**FROM**

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

**SUBJECT**

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino's Rental Assistance Programs

**RECOMMENDATION(S)**

Adopt Resolution No. 207 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.  
(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 the proposed revisions to the Administrative Plan will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) FY25 budget.

**BACKGROUND INFORMATION**

HACSB's Housing Choice Voucher (HCV) Administrative Plan outlines the adopted policies that govern the HCV program as well as other HACSB rental assistance programs. These programs provide rental subsidies for low-income families leasing homes in the private rental market or within HACSB owned properties. The Administrative Plan is required of all housing authorities administering an HCV program and is reviewed and updated as needed to maintain compliance with Public and Indian Housing Notices (PIH), Federal Register Notices as issued by the United States Department of Housing and Urban Development (HUD), and HACSB's Moving to Work (MTW) activities.

The primary reasons for revising the Administrative Plan are to incorporate new definitions and income exclusions under the Housing Opportunity Through Modernization Act of 2016 (HOTMA) required under recent HUD guidance, revisions to the subsidy standard policy and changes to Moving to Work activities in the 2025 Moving to Work Annual Plan. Other revisions have been made throughout the Administrative Plan to promote consistent application of policies and procedures. Since the Administrative Plan is continuously reviewed for compliance and efficiency, HACSB staff take the opportunity to make minor changes when material changes are brought to the board. Attached is a table summarizing the proposed revisions along with the corresponding sections from the Administrative Plan with the redline changes.

One of the proposed revisions is to shift all HCV households to the current subsidy standards, which were adopted in 2012. At the time of adoption, participants were permitted to remain under the previous subsidy standards of one bedroom for the head of household and one additional

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino's Rental Assistance Programs  
March 17, 2025

bedroom for every two household members unless the family moved. The current subsidy standards have applied to new admissions and move-ins since 2012. The revision will bring all pre-2012 households under the current subsidy standard of one bedroom for every two household members. The change will be effective July 1, 2025 for participants who will have no tenant rent change. For participants experiencing a tenant rent portion increase due to a subsidy standard reduction, the change will be effective at recertification beginning July 1, 2026. Advance notice will be mailed to all affected participants. This change is expected to result in an estimated annual reduction in costs of \$850,000 once fully implemented. By having only one subsidy standard in use, the change will also simplify program administration.

To ensure alignment with HUD regulations and to promote program efficiency, it is recommended the Board adopt the resolution to approve the proposed changes to the Administrative Plan.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 6, 2025.

**HOUSING AUTHORITY RESOLUTION NO. 2025-207**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE ADMINISTRATIVE PLAN GOVERNING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO’S RENTAL ASSISTANCE PROGRAMS**

**RECITALS**

**WHEREAS**, the Housing Authority of the County of San Bernardino (HACSB) is required to maintain an Administrative Plan which outlines regulations and policies necessary to administer the Housing Choice Voucher subsidized programs on behalf of the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, HUD requires public housing agencies to amend their Administrative Plan to incorporate changes and define policy relative to administration of the Housing Choice Voucher subsidized programs; and

**WHEREAS**, HACSB desires to amend its policies and procedures to incorporate new HUD regulations as well as revise language in other sections.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:**

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the proposed revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino’s rental assistance programs, attached hereto as Exhibit “A” and incorporated by reference herein.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SAN BERNARDINO        )            ss.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, March 17, 2025.



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Secretary

## Summary of Administrative Plan Changes, March 17, 2025

<b>Section</b>	<b>Topic</b>	<b>Change</b>
1.5.2	Housing Services Program Types – Veteran Affairs Supportive Housing (VASH)	Updates VASH eligibility to align with HUD regulations
1.6	Rules and Regulations	Updates section concerning Housing Opportunity through Modernization Act (HOTMA) implementation
1.8	Reasonable Accommodations Policies and Procedures	Adds language permitting the Housing Authority to re-verify the need for a reasonable accommodation under certain circumstances
2.2.8.3.2.1	No Child Left Unsheltered (NCLU)	Updates footnote implementing changes to the NCLU unit mix under the FY 2025 Moving to Work (MTW) Plan
3.12.4.2	Veterans Affairs Supportive Housing (VASH)	Updates VASH eligibility based on HUD regulatory updates
4.7	Foster Children and Foster Adults	Updates HUD definition of foster child and foster adult
5.1.1.1	Subsidy Standard Reduction	Adds policy and time frames for updating the subsidy standard for households who are being assisted under the previous subsidy standard
5.6	Flexibility of Unit Size Actually Selected	Adds additional information about the allowable unit size for participants in special programs
6.2.3.3	Annual Income Inclusions – Periodic Payments	Implements unearned income definition changes under HOTMA as provided in recent HUD guidance
6.2.3.4	Annual Income Inclusions – Payments in Lieu of Earnings	Implements unearned income definition changes under HOTMA as provided in recent HUD guidance
6.2.4.1	Excluded Income	Implements new income exclusions per recent HUD guidance
6.2.4.2.2	Excluded Student Financial Assistance – Traditional, Regulator Assistance for Special Purpose Households	Implements new income exclusions per recent HUD guidance
6.2.5.8	Withdrawal of Cash or Liquidation of Investment	Implements new unearned income changes under HOTMA as provided in recent HUD guidance
6.2.5.11.5	Retirement Accounts	Updates treatment of retirement account distributions based on latest HUD guidance. However, this section, which refers to new HOTMA asset inclusions/exclusions is not yet implemented

**Summary of Administrative Plan Changes, March 17, 2025 (Continued)**

<b>Section</b>	<b>Topic</b>	<b>Change</b>
6.3.2.4	Medical Expenses Deduction	Implements new definition of medical expenses under HOTMA as provided in recent HUD guidance
6.4.4	Calculation of Housing Authority Subsidy and Family Rent Share – Streamlined Tiered Lease Assistance for Former Upland Housing Authority Recipients	Adds clarification about the starting rent tier for former Upland Housing Authority participants with a program change
6.4.5	Calculation of Housing Authority Subsidy and Family Rent Share – Rental Assistance Demonstration (RAD) Project-Based Voucher (PBV)	Adds clarification about the starting rent tier for RAD participants with a program change
6.4.6	Calculation of Baseline for Streamlined Lease Assistance Programs	Updates section to correct baseline income to baseline TTP to align with the MTW Plan
6.4.8	Hardship Exemption Criteria for Streamlined Lease Assistance Programs	Adds clarification that the effective date of the hardship is the first of the month following receipt of the request consistent with the 2025 MTW Plan
6.5.1	Minimum Rent – Streamlined Lease Assistance and Family Self-Sufficiency Programs	Adds language ending the minimum rent waiver at the second recertification following admission to a homeless serving program
8.8	Residual Assistance for Remaining Members	Provides reasons under which residual household members are not eligible for continued assistance
11.5.1	Payment Standards for the Housing Services Program – Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher (EHV) and Family Self-Sufficiency Programs	Implements changes in the 2025 MTW Plan clarifying when payment standard increases are applied to the participant’s rent calculation
11.5.2 – 11.5.2.3	Payment Standards for the Housing Services Program – Traditional, Regulatory Assistance for Special Purpose Programs	Adds regulatory changes governing payment standard increases and applies rent caps for traditional, regulatory assistance programs

**Summary of Administrative Plan Changes, March 17, 2025 (Continued)**

<b>Section</b>	<b>Topic</b>	<b>Change</b>
12.8.2.2	Changes in Income – Emergency Housing Voucher Program	Permits processing of income increases to assist the family with meeting the 40% affordability threshold during a move
12.10	Recertification at Move	Adds section to permit full recertification when a VASH, EHV or FSS participant moves so that the family’s 40% affordability threshold can be accurately determined under post-HOTMA regulations
16.1.9	Revocation of Consent Form	Implements HOTMA termination policy for revocation of the HUD-9886-A consent form as HUD is now requiring collection of the new form
20.2	Project-based Assistance Owner Proposals	Adds language about the project-based voucher program award process

continues to make payments to the owner as long as the family is eligible and the housing unit continues to qualify under the program.

To administer the Housing Services program, the Housing Authority enters into a contractual relationship with HUD. The Housing Authority also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit. For the program to work and be successful, all parties involved – HUD, the Housing Authority, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program.

### **1.5.2 Housing Services Program Types**

The Housing Authority administers several distinct types of Housing Services programs. All types, except for Term-Limited Lease Assistance and Emergency Housing Voucher (EHV) program, may be either tenant-based or project-based. Term-Limited Lease Assistance and EHV are only available as tenant-based assistance.

- **Term-Limited Lease Assistance** – Participants in the Term-Limited Lease Assistance program execute a Family Obligations Agreement (FOA) with the Housing Authority.<sup>1</sup> Each participant receives five years of housing assistance as long as they remain compliant with the FOA and continue to remain eligible for the program. This program became effective for all new non-elderly/non-disabled, tenant-based participants on January 1, 2012, including the former Upland Housing Authority waiting list applicants who are pulled on or after July 1, 2017, and all port-in families, families exercising mobility through the Project-Based Voucher program, and non-legacy families in Rental Assistance Demonstration (RAD) units exercising mobility who are briefed on or after November 1, 2017.
- **Streamlined Fixed Lease Assistance for Elderly/Disabled Families** – Elderly/Disabled families who become participants after November 1, 2014 or were existing participants admitted to the program prior to November 1, 2014 and who have a recertification effective date of February 1, 2015 or later<sup>2</sup> will participate in the Streamlined Fixed Lease Assistance program.<sup>3</sup> This also applies to the former

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<sup>1</sup> The FY 2011 Moving to Work Annual Plan included Activity 20: Term-Limited Lease Assistance program.

<sup>2</sup> The recertification process for families with a February 1, 2015 or later effective date will be commenced in November, 2014.

<sup>3</sup> The FY 2013 Moving to Work Annual Plan included Activity 22: Streamlined Lease Assistance programs. The Streamlined Fixed Lease Assistance program serves elderly/disabled families and the Streamlined Tiered Lease Assistance program serves Career Focused Families. Participants, who were not Term-Limited Lease Assistance program participants and who had a recertification effective date prior to February 1, 2015, participated in the

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

Upland Housing Authority (UHA) elderly/disabled families as a result of the voluntary transfer on July 1, 2017 with a recertification date of January 1, 2018 or later; future Plan references to Streamlined Fixed Lease Assistance families will also apply to these former UHA families. Each participant family has their income calculated based on gross income and receives no allowances or deductions. Rent is determined based on a set percentage of income throughout participation in the program.

- **Streamlined Tiered Lease Assistance for Career-Focused Families** – Existing participants who received assistance prior to January 1, 2012 and are not elderly/disabled households but who have a recertification effective date of February 1, 2015 or later are part of the Streamlined Tiered Lease Assistance for Career Focused Families program. This also applies to the former Upland Housing Authority (UHA) career focused families as a result of the voluntary transfer on July 1, 2017 with a recertification date of January 1, 2018 or later; future Plan references to Streamlined Tiered Lease Assistance families will also apply to these former UHA families. Each participant family has their income calculated on gross income and receives no allowances or deductions. Rent is determined based on an increasing percentage of income at each recertification.
- **Streamlined Fixed Lease Assistance for Career-Focused Families** – All non-elderly and non-disabled families admitted under the project-based voucher program and sponsor-based project-based voucher program after January 1, 2017, will participate in the Streamlined Fixed Lease Assistance for Career-Focused Families program.
- **Veterans Affairs Supportive Housing (VASH)** – Assists homeless veterans, including recently returning veterans, referred by the Veterans Administration Medical Center (VAMC) to the Housing Authority. ~~with severe psychiatric or substance abuse disorders.~~ The Housing Authority and ~~Veterans Administration Medical Center~~ VAMC have partnered to provide rental voucher and supportive services to eligible veterans. Except as otherwise specified in this document, the policies for HACSB's Moving to Work program shall apply to this program.
- **Local Disaster Short-Term Rental Assistance Program** – Assistance through this program will be limited to families displaced as the direct result of a local disaster. A local disaster is an event that occurs within the County of San

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Transitional Assistance for MTW Families program until their next recertification, at which time they were transitioned to the Streamlined Lease Assistance program that they were determined to be eligible for. These participants were subject to HACSB rules that were implemented for MTW families. These specific rules were noted in the prior versions of the Administrative Plan.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

Bernardino and may include a natural disaster, an act of terrorism, or other event as determined by the Housing Authority. The qualification of a local disaster shall be declared by the Housing Authority through its governing board. The income and rental subsidy for this program shall align with the Streamlined Lease Assistance program methodologies. Except as otherwise specified in this policy, the policies for HACSB's Housing Choice Voucher Program shall apply to this program.

- **Family Unification** - The Family Unification Program (FUP) is administered in partnership with the San Bernardino County Department of Children and Family Services (CFS). Tenant-Based Voucher (TBV) rental assistance is provided to families for which the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care. Applications from residents of San Bernardino County are referred through CFS. The income and rental subsidy for this program shall align with the Streamlined Lease Assistance program methodologies. Except as otherwise specified in this policy, the policies for HACSB's Housing Choice Voucher Program shall apply to this program.
- **Mainstream Vouchers** (formally Mainstream 5 and Mainstream 811) - Provides rental assistance for a family containing a member who is a person with disabilities between the ages of 18 – 61 to enable the family to rent suitable and accessible housing in the private market. Effective January 1, 2021, Mainstream 5 participants will transition to the Streamlined Lease Assistance for Elderly and Disabled at recertification.
- **Traditional, Regulatory Assistance for Special Purpose Programs** – Certain HUD programs are not eligible for inclusion in the Moving to Work Demonstration. These programs are administered in accordance with federal regulations and the specific criteria established by the special purpose program. HACSB's MTW Agreement and MTW Plans do not apply to any of these program types. These programs include:
  - **Continuum of Care** – Provides rental assistance for hard to serve homeless persons with disabilities in connection with supportive services funded from sources outside the program.
  - **Housing Opportunities for People with AIDS (HOPWA)** – HACSB has partnered with the Foothill AIDS Project to offer rental assistance and supportive services to persons with HIV or AIDS.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- **Master Leasing Program** – Funded by the State of California Mental Health, this program serves mentally ill or developmentally disabled families in a group home setting. Case management and comprehensive support services are provided for participants of this program.
- **Family Self-Sufficiency** – The Family Self-Sufficiency (FSS) program enables families to increase their earned income and eliminate their dependency on public assistance and housing subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling and other forms of social service assistance while receiving housing assistance. The income and housing subsidy for this program shall align with the Traditional, Regulatory Assistance programs methodologies. Except as otherwise specified in this policy, the policies for HACSB’s Housing Choice Voucher Program shall apply to this program.
- **Emergency Housing Vouchers** – Emergency Housing Vouchers authorized under the American Rescue Plan Act of 2021 to provide rental assistance to low-income families that are homeless; at risk of being homeless; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability. Eligibility under these categories is defined in Notice PIH 2021-15 and program applicants are referred by the Coordinated Entry System and other partner organizations, who have Memorandum of Understanding with the Housing Authority.

### 1.6 Rules and Regulations

This Administrative Plan is set forth to define the Housing Authority’s local policies for operation of the housing programs in the context of Federal laws and regulations. All issues related to the Housing Services program not addressed in this document are governed by the HACSB’s MTW Agreement, MTW Plans, federal regulations, HUD memos, notices and guidelines, state and local laws, and other applicable laws. Applicable regulations include:

- CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 100: Fair Housing Act
- 24 CFR Part 574: Housing Opportunities for Persons with AIDS



# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 983: Project-Based Vouchers
- 24 CFR Part 985: The Section 8 Management Assessment Program (SEMAP)

On February 14, 2023, HUD published the final rule of the Housing Opportunity Through Modernization Act of 2016 (HOTMA) implementing sections 102, 103, and 104 of HOTMA. The final rule ~~is~~ was effective January 1, 2024. However, housing authorities were afforded one year to transition to the new HOTMA rules. HUD later extended implementation of some parts of sections 102 and 104 of HOTMA until further notice. The timing of implementation is contingent upon HUD completing necessary changes to reporting systems.

The HOTMA sections in this Plan were adopted in conjunction with the agency's MTW Annual Plan and prior to the establishment of a transition date. Therefore, HOTMA provisions are identified throughout this Plan as being "effective on 10/1/2024 or as soon as practicable thereafter." Sections with the 10/1/2024 HOTMA effective date are on hold until As soon as an implementation date is determined. ~~a~~ All HOTMA policies and rules will be implemented at the same time unless otherwise specified.

### **1.7 Fair Housing Policy [24 CFR 982.54(d)(6)]**

The Housing Authority is committed to nondiscrimination in housing and does not discriminate on the basis of race, color, religion, creed, sex (including sexual orientation and gender identity), national or ethnic origin, age, familial or marital status, source of income, and disability/handicap. Program eligibility determinations are made without regard to actual or perceived sexual orientation, gender identity, or marital status. The Housing Authority complies with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

speech impaired, the Housing Authority utilizes the national 711 telecommunications relay services.

### **1.8 Reasonable Accommodations Policies and Procedures [24 CFR 8.24]**

The Housing Authority's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on Housing Authority forms and letters to all families.

The Housing Authority will make a reasonable accommodation or modification for individuals with disabilities when necessary to ensure equal access to HACSB's property and property amenities, programs, services and activities. Reasonable modifications include changes to a building, grounds or an individual apartment and reasonable accommodations include changes to policies, programs, services and procedures. HACSB will provide accommodations or modifications as requested unless doing so is unreasonable. A request is unreasonable if it is structurally infeasible, would result in a fundamental alteration in the nature of a HACSB program, or would result in an undue financial and administrative burden. If a request is unreasonable, HACSB will work with the individual to try to accommodate his or her needs.

An individual with a disability may request a reasonable accommodation at any time during the application process or participation in the Housing Services program. Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, Housing Authority will ensure that all reasonable accommodation requests are put in written form.

Within twenty (20) business days of receipt, the HACSB will notify the individual, in writing, if additional information or documentation is needed and a reply date for the submission of the required documentation. This notification letter may also request the completion and submittal of additional forms.

HACSB may request additional documentation in order to verify the extent of an individual's functional limitations and whether the requested accommodation is substantially related to the functional limitations of the disability. In addition, HACSB may request that the individual provide suggested reasonable accommodations. However, HACSB will not require individuals to disclose confidential medical records in order to verify a disability. In addition, HACSB will not require specific details regarding the disability. HACSB will only request documentation to confirm the disability-related

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

need(s) for the requested accommodation(s). HACSB may not require the individual to disclose the specific disability(is) or the nature or extent of the individual's disability(is).

Unless a disability is already known by the Housing Authority or readily apparent, a knowledgeable professional must provide verification of an individual's disability and the need for the requested accommodation. Knowledgeable professionals include, but are not limited to (1) physician; (2) licensed health professional; (3) professional representing a social service agency; or (4) disability agency or clinic.

Within thirty (30) business days of receipt of the request and, if necessary, all supporting documentation, HACSB will provide written notification to the individual of its decision to approve or deny the request(s). If HACSB approves the accommodation, the individual will be notified of the projected date for implementation. If HACSB denies the accommodation, the individual will be notified of the reasons for denial. In addition, the notification of the denial will also provide information regarding their right to appeal.

If a request for accommodation is denied, individuals may file a request for an appeal with the Reasonable Accommodation Review Committee for evaluation and final decision.

At its discretion, the Housing Authority may request that an applicant or participant re-verify the continued need for an approved reasonable accommodation due to a change in circumstances or non-use of an approved accommodation.

### **1.9 Program Accessibility [24 CFR 8.6]**

HUD regulations require the Housing Authority ensure that persons with disabilities related to hearing and vision have reasonable access to the Housing Authority's programs and services.

At the initial point of contact with each applicant, the Housing Authority shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork. To meet the needs of persons with hearing or speech impairments, the Housing Authority utilizes the national 711 telecommunications relay service.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with HACSB staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpreters; having material explained orally by staff; or having a third-party representative (a friend,

- Surviving spouse of a Veteran

### *2.2.8.3.2 Other Preferences*

Applications or referrals from designated partners received under “other preferences” described below will be assisted on a first come, first served basis and receive the highest priority on the wait list. Under these categories, applications and/or referrals may be accepted to the wait list for the tenant-based voucher program regardless of whether the Housing Authority wait list is open or closed, subject to available funding:

- A family participating in a Continuum of Care (CoC) program administered by the Housing Authority when CoC funding is not renewed;
- Participants that have utilized the Veterans Affairs Supportive Housing (VASH), Continuum of Care (CoC), or Housing Opportunities for People with AIDS (HOPWA) for a 3-year term, no longer require supportive services and are eligible to transition to the voucher program provided they meet all other eligibility requirements. HOPWA participants may transition sooner than 3 years due to extenuating circumstances, such as the death of the HOPWA eligible household member. CoC and VASH participants may transition sooner due to insufficient CoC or VASH funding. Verification from the supportive services provider stating that supportive services are no longer needed is required;
- No Child Left Unsheltered (NCLU) Families described below;<sup>9</sup>
- Families referred by HUD as part of a witness relocation program; or
- Families who are involuntarily displaced as described below.

#### *2.2.8.3.2.1 No Child Left Unsheltered (NCLU)*

Under NCLU, the Housing Authority assists unsheltered families with children and young adults participating in the Department of Children and Family Services Foster Care Aftercare Program. Families are either admitted to the program as a special admission or placed on a waiting list for this program.

Families with children must be unsheltered at time of application, but do not otherwise qualify as chronically homeless under the HUD definition, but who:

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<sup>9</sup> The FY 2014 MTW Plan, Activity 23: No Child Left Unsheltered, set aside 40 tenant-based or project-based vouchers for the program. The FY 2018 MTW Plan modified the activity to add 20 tenant-based vouchers. The FY 2019 MTW Plan modified the activity to add that the NCLU families are transitioned to the TLA or SLA activity after two years of participation for those admitted after October 1, 2019. The FY 2025 MTW Plan modified the activity to add that the 60 NCLU units could be any combination of project-based or tenant-based vouchers.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

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- Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 90 days immediately preceding the date of application for homeless assistance; and
- Have experienced persistent instability as measured by two moves or more during the six-month period immediately preceding the date of applying for homeless assistance; and
- Can be expected to continue in such status for an extended period of time because of chronic disability, chronic physical health or mental health conditions, substance use disorder, history of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or
- Two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

For young adults participating in the Aftercare program, applicants must be between the ages of 18-21 and in need of housing support to transition to stable independent living. To be eligible for housing support through this component of NCLU, the household must:

- Be referred by San Bernardino County Department of Children and Family Services;
- Be a low-income family as defined by HUD;
- Meet HACSB's criminal history background screening requirements; and
- Be an active participant in the Aftercare program.

HACSB has partnered with a variety of local community service providers, including the school system, to identify and refer families, particularly those with school-age children, who are unsheltered. Service coordination for NCLU families is provided by the Department of Behavioral Health.

### *2.2.8.3.2.2 Involuntary Displacement*

The Housing Authority may also provide assistance to the following types of families who are not on the waiting list:

- Displaced HACSB public housing residents
- Displaced participants from other housing authorities
- Disaster victims who are non-participants in any housing services programs at any housing authority

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

### 3.12.4.1 Continuum of Care

The Continuum of Care program was developed by the Housing Authority in cooperation with the County of San Bernardino Department of Behavioral Health (DBH) to provide decent housing and long-term mental health services to mentally ill participants and their families. Applicants are referred by DBH and must cooperate with supportive service providers in order to maintain their eligibility for the program. DBH utilizes a network of resources to provide a variety of services related to job training, health care, child care, and educational advancement.

### 3.12.4.2 Veterans Affairs Supportive Housing (VASH)

The Veterans Affairs Supportive Housing program (VASH) is for homeless veterans, ~~including recently returning veterans with severe psychiatric or substance abuse disorders~~. The Housing Authority and Veterans Administration Medical Center (VAMC) have partnered to provide rental vouchers and supportive services to eligible veterans.

~~Eligibility for referral to the VASH program is determined by the VAMC. The veteran must demonstrate to the VAMC that he/she is homeless (has been living outdoors, in a shelter, in an automobile, etc.) before being evaluated for this program. The~~ VAMC will provide supportive services and if appropriate refer veterans to the Housing Authority. After receiving the referral, Housing Authority will determine if the veteran ~~is eligible~~ meets income and other eligibility criteria for the program.

### 3.12.4.3 Mainstream 5 Program

The Mainstream 5 program was developed to provide rental assistance to persons with disabilities who are seeking suitable, affordable and accessible housing in the private market. Effective with the January 1, 2021 recertifications, Mainstream 5 participants will be transitioned onto the Streamlined Fixed Lease Assistance program.

### 3.12.4.4 Housing Opportunities for People with AIDS (HOPWA)

The Housing Authority has partnered with the Foothill AIDS Project to offer rental assistance and supportive services to individuals with HIV/AIDS through the HOPWA program. Applications from residents of San Bernardino County are processed through the Foothill AIDS Project to the Housing Authority from designated local service providers. Once verification of the applicant's diagnosis is obtained, the Foothill AIDS Project will assess the applicant's duration of participation in their case management program and facilitate location of suitable housing to meet the client's needs. Priority is given to clients who demonstrate stability and the ability to follow through with their case plan.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

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The law does not apply to students who reside with parents who are applying to receive assistance. It is limited to students who are seeking assistance on their own, separately from their parents.

### **4.7 Foster Children and Foster Adults [24 CFR 5.603]**

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HACSB Local Inspection standards or necessitate an increase to the family's subsidy standard.

Children that are temporarily absent from the home as a result of placement in foster care are discussed later in this chapter.

~~For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:~~

A foster child is defined as a member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

A foster adult is defined as a member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

~~For pre-HOTMA actions effective prior to the enactment of post-HOTMA provisions above:~~

~~Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone. The term foster child is not specifically defined by HUD regulations.~~

~~A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.~~

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

basis and requires Housing Authority Approval. Refer to Chapter 20: Project-Based Assistance Program, Alternative Occupancy Standards.

### 5.1.1.1 Subsidy Standard Reduction

This section does not apply to VASH and EHV participants.

Prior to 2012, the Housing Authority had provided one bedroom to the head of household and spouse and one additional bedroom for every two household members. All pre-2012 households will be subject to the subsidy standard in Section 5.1.1 as follows:

**No tenant rent portion change** – Households, who will not experience a tenant rent portion change due to the application of the subsidy standard in Section 5.1.1, will be subject to the current subsidy standard on the effective date of the next action (recertification or interim) on or after July 1, 2025 or when the family moves to another unit, whichever occurs sooner.

**Tenant rent portion change** – Households, who will experience a tenant rent portion change due to the application of the subsidy standard in Section 5.1.1, will be notified by July 1, 2025, and the subsidy standard change will be effective at family's next recertification on or after July 1, 2026 or when the family moves to another unit, whichever occurs sooner.

### **5.1.2 Traditional, Regulatory Assistance for Special Purpose Programs**

This section applies to VASH and EHV vouchers issued prior to October 1, 2024. The Housing Authority will assign one bedroom to the Head of Household, Spouse and/or cohead and an additional bedroom for every two family members. For example, a 2-person household (Head of Household and child) would be eligible for a 2 bedroom.

### **5.2 Subsidy Standards Waiver [24 CFR 982.402(b)(8)]**

The standards discussed above should apply to the vast majority of assisted families. However, in some cases, the Housing Authority may grant waivers to the subsidy standards. Examples of possible exceptions that may be justified include but are not limited to:

- The health of a family member.
- A reasonable accommodation for a person with a disability.

Requests based on health-related reasons must be verified, in writing, by a doctor or other medical professional. The request must specify the reason for the request and how providing a larger bedroom size would improve or accommodate the medical condition.



addition is approved, the family's subsidy size will not be increased at recertification or moves. For example, a participating family of four with a 2-bedroom subsidy size could add one additional household member. However, the family would not be upgraded to a 3-bedroom subsidy size. For additions due to birth, adoption, or court-awarded custody, the family's subsidy size will be increased at interim reexamination.

### **5.5.2 Traditional, Regulatory Assistance for Special Purpose Programs**

This section applies to VASH and EHV participants who were issued vouchers before 10/1/2024. Additional family members, excluding birth, adoption or court-awarded custody, will be approved based on the occupancy standard of the original family subsidy size in accordance with the subsidy standard of one bedroom for the head of household, spouse and/or cohead and an additional bedroom for every two family members. The living room will be considered a sleeping area for one person. If the household addition is not due to birth, adoption, court-awarded custody, or reasonable accommodation and will cause the family to be over-crowded, the household addition will be denied. If an addition is approved, the family's subsidy size will not be increased at recertification or moves. For example, a head of household with two family members with a 2-bedroom subsidy size could add up to two additional household members. However, the family would not be upgraded to a 3-bedroom unit size. For additions due to birth, adoption, or court-awarded custody, the family's subsidy size will be increased at interim reexamination.

### **5.6 Flexibility of Unit Size Actually Selected [24 CFR 982.402, 24 CFR 982.517(d)]**

The family may select a dwelling unit with a different size than their applicable subsidy standard, dependent upon their program. The impacts of a different unit size selection vary based on the applicant or participant's Housing Services Assistance program type. Each of these differences is outlined in the following sections.

#### **5.6.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs**

In these programs, the Housing Authority may require a family to select a unit that is the same size as their voucher.<sup>17</sup> Families in this program are permitted to lease an oversized unit.

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<sup>17</sup> The FY 2018 Moving to Work Annual Plan, Activity 20: Term-Limited Lease Assistance program for families and Activity 22: Streamlined Lease Assistance program included a unit size limitation. This limitation was in effect for Request for Tenancy Approvals received between July 1, 2021 and January 11, 2022.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- Larger than Subsidy Standard - The Housing Authority may prohibit a family from renting an otherwise acceptable unit because it is too large for the family. In instances where this is permitted, the rent for the unit must be comparable and the number of bedrooms is not more than one greater than the family's subsidy standard. Example: a family with a two-bedroom subsidy standard may select a unit that has no more than three bedrooms.
- Smaller than Subsidy Standard - The Housing Authority may permit a family to rent an otherwise acceptable unit with fewer bedrooms than the subsidy standard, provided that the unit does not exceed maximum unit occupancy requirements and that the number of bedrooms is not more than one smaller than the family's subsidy standard. Example: a family with a two-bedroom subsidy standard may select a unit that has no less than one bedroom.
- Subsidy Limitation – For families who select a unit size larger than the approved size voucher, the Housing Authority may limit the maximum subsidy for over-housed families to the average subsidy rate for families that are not over-housed with the same size voucher. Subsidy will be calculated in accordance with the applicable program as described in Chapter 6. This limitation will not be applicable for families under the fixed subsidy calculation.

### **5.6.2 Traditional, Regulatory Assistance for Special Purpose Programs**

#### 5.6.2.1 Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency Program

Families in these programs may lease an oversized unit subject to the provisions below.

- Larger than Subsidy Standard - The Housing Authority shall not prohibit a family from renting an otherwise acceptable unit because it is too large for the family, provided that the rent for the unit is comparable and affordable. Affordability is only reviewed at initial occupancy in an assisted unit and a unit is considered affordable as long as the ~~tenant~~total rent ~~to owners~~share plus utilities does not exceed forty percent (40%) of the family's adjusted monthly income.
- Smaller than Subsidy Standard - The Housing Authority shall not prohibit a family from renting an otherwise acceptable unit with fewer bedrooms than the subsidy standard, provided that the unit does not exceed maximum unit occupancy requirements.
- Subsidy Limitation – The Housing Authority will provide subsidy based on the lower of the payment standard amount for the subsidy standard or the actual unit size

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

rented by the family. Subsidy will be calculated in accordance with the applicable program as described in Chapter 6.

- Utility Allowance – The utility allowance used to calculate the gross rent is based on the lower of the actual unit size or the voucher bedroom size. Subsidy will be calculated in accordance with the applicable program as described in Chapter 6.

### 5.6.2.2 Continuum of Care and Housing Opportunities for Persons with AIDS

The household may choose a unit that is larger or smaller than their authorized unit size based on the program’s subsidy standards, provided that the unit does not exceed maximum unit occupancy requirements, and the gross rent meets the requirements in Chapter 11.

### **5.7 Maximum Occupancy Standards [24 CFR 982.402]**

The Housing Authority has established maximum occupancy standards in alignment with its inspection standards. Families may choose to live in units larger or smaller than the subsidy standard, but at all times the unit must comply with the maximum occupancy standards. These standards allow two persons per bedroom and one person per living/sleeping room or other available space and permit maximum occupancy levels as shown in the table below:

MAXIMUM OCCUPANCY STANDARDS	
Number of Bedrooms	Maximum Number of Persons in Household
0 Bedroom	2
1 Bedroom	3
2 Bedrooms	5
3 Bedrooms	7
4 Bedrooms	9
5 Bedrooms	11

The levels listed above may be exceeded if another room, in addition to bedrooms and the living room, is used for sleeping.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

HUD regulations do not permit the Housing Authority to deduct from gross income the amortization of capital indebtedness. *Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the Housing Authority will allow as a business expense interest, but not principal, paid on capital indebtedness.

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

HUD regulations require the Housing Authority to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family. Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business get started, the Housing Authority will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

### 6.2.3.3 Periodic Payments [24 CFR 5.609]

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income. Periodic payments that are included in annual income are:

1. Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. For pre-HOTMA actions For actions effective prior to 7/1/2025, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family.
2. Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

A lump sum received as a result of a retirement account distribution, such as a Required Minimum Distribution, is counted as income.

Most lump-sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump sums from Social Security and Department of Veterans Affairs disability benefits are excluded, and these are discussed under the excluded income section in this Chapter.

The Housing Authority must make a special calculation of annual income when the Social Security Administration (SSA) overpays an individual, resulting in a withholding or deduction from his or her benefit amount until the overpayment is paid in full. The amount and duration of the withholding will vary depending on the amount of the overpayment and the percent of the benefit rate withheld. Regardless of the amount withheld or the length of the withholding period, the Housing Authority must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount [Notice PIH 2012-10].

### 6.2.3.4 Payments in Lieu of Earnings

For ~~post-HOTMA~~ actions effective on or after 10/1/2024~~7/1/2025~~ ~~or as soon as practicable thereafter~~:

Payments in lieu of earnings, such as unemployment, worker's compensation, disability compensation, and severance pay, are counted as income if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If the full amount payment in full is received in a one-time lump sum (as a settlement, for instance), the payment is treated as a lump-sum receipt and excluded from income.

For ~~pre-HOTMA~~ actions effective ~~prior to the enactment of post-HOTMA provisions~~ ~~above~~before 7/1/2025:

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

### 6.2.4.1 Excluded Income [24 CFR 5.609(b)]

~~For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter~~ For actions effective on or after 7/1/2025:

The following income sources are excluded from the calculation of annual income:

- Nonrecurring income, which is income that was received in the previous year that will not be repeated in the coming year. Income received as an independent contractor, day laborer, or seasonal worker or through a temporary staffing agency is not excluded from income even if the amount, source, and date of the income varies. Income that has a discrete end date and will not be repeated beyond the coming year will be excluded from the family's annual income as nonrecurring income. This does not include unemployment income and other types of periodic payments that are received at regular intervals for a period of greater than one year or that can be extended. Examples of non-recurring income include U.S. Census Bureau employment income lasting no longer than 180 days, direct federal or state payments for economic stimulus or recovery, tax credits or refunds, guaranteed income program or research stipend that will end before the next reexamination, or lump sum additions to net family assets, such as lottery winnings.
- Earned income of children under the age of eighteen (18) years
- Income of a live-in aide, foster child, or foster adult
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time
- Incremental earnings and benefits to any family member resulting from participation in training programs funded by HUD or in a qualifying federal, state, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA), including: workforce investment activities for adults and workers dislocated as a result of permanent

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

closure or mass layoff at a plant, facility or enterprise or a natural disaster that results in mass job dislocation, in order to assist such adults or workers in obtaining reemployment as soon as possible

- Deferred periodic payments of Supplemental Security Income, Social Security income or VA disability benefits that are received in a lump sum or prospective monthly amounts
- VA service-connected disability benefits are excluded for purposes of determining income eligibility under the HUD-VASH program but are included for the purposes of calculating the total tenant payment, housing assistance payment and family rent share unless the payments are for deferred disability benefits<sup>25</sup>
- Payments made through state Medicaid-managed care system, other state agency or authorized entity to allow a family member with a disability to live at home, such as In Home Supportive Services. To be eligible for the exclusion, both the person providing the care and the person who has the disability must be family members (not household members) and must live in the same assisted household. The exclusion does not apply to income earned by the family for other caregiving services provided to individuals outside of the assisted household [Notice PIH 2023-27]
- Any distribution of principal or corpus of an irrevocable trust or trust outside the control of the family
- Any distribution of income of an irrevocable trust or trust outside the control of the family that is used to pay for health and medical care expenses for a minor
- Any distribution from a revocable trust or trust under the control of the family (except income earned by the trust will be counted as asset income<sup>26</sup> and any distribution of interest earned on the trust principal will be counted as income)
- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and worker's compensation. However, periodic payments paid at regular intervals for a period of greater than one year that are received in lieu of wages for workers' compensation continue to be included in annual income [Notice PIH 2023-27]
- Income earned by government contributions to or distributions from 'baby bond' accounts created, authorized or funded by federal, state or local government
- Reimbursement of health and medical care expenses

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<sup>25</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

<sup>26</sup> Refer to the Assets and Asset Income section for applicability by program.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- Payments related to aid and attendance for veterans under 38 U.S.C. 1521
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Refunds or rebates on property taxes paid on the dwelling unit
- Loan proceeds disbursed by a lender to a borrower or third party (e.g., educational institution or car dealership)
- Payment received by tribal members from claims relating to the mismanagement of assets held in trust by the United States
- Civil rights settlements or judgments, including settlements or judgments for back pay
- Amounts recovered in a civil action or settlement based on malpractice, negligence and other breach of duty claim resulting in a family member becoming disabled
- Income earned on amounts placed in a family's Family Self-Sufficiency (FSS) escrow account
- Replacement housing "gap" payments to offset increased rent and utility costs to families displaced from one federally subsidized unit to another federally subsidized unit
- Amounts specifically excluded by any other federal statute including: [FR Notice 1/31/2024]
  - The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)). This exclusion also applies to assets
  - Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058), except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Services appointed under 42 U.S.C. 12651c determines otherwise. This exclusion also applies to assets
  - Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)). This exclusion also applies to assets



# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e). This exclusion also applies to assets
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)). This exclusion also applies to assets
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04). This exclusion also applies to assets
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407-1408). This exclusion also applies to assets
- Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.) from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721). This exclusion also applies to assets

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)). This exclusion also applies to assets
- The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433). This exclusion also applies to assets
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Any allowance paid to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821-22). This exclusion also applies to assets
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602). This exclusion also applies to assets
- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3214(a)(2))
- Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC. This exclusion also applies to assets
- Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (Pub. L. 101-503 section 8(b)). This exclusion also applies to assets
- A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled Elouise Cobell et al. v. Ken Salazar et al, for a period of one year from the time of receipt of that payment. This exclusion also applies to assets

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- Any amounts in an “individual development account” are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4))
- Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the tribe receiving the per capita payments as described in IRS Notice 2013-1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407)
- Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by States, local governments, and disaster assistance organization. This exclusion also applies to assets
- Any amounts in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113-295), as described in Notice PIH 2019-09/H 2019-06) or subsequent or superseding notice is excluded from income and assets
- Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act of 2021. This exclusion also applies to assets

For ~~pre-HOTMA actions effective prior to the enactment of the post-HOTMA provisions~~ above actions effective before 7/1/2025:

The following income sources are excluded from annual income:

- Temporary, nonrecurring or sporadic income, including gifts, is not included in annual income. Sporadic income is income that is not received periodically and

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

cannot be reliably predicted. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than one-hundred and eighty (180) days

- Employment income earned by children (including foster children) under the age of eighteen (18) years is not included in annual income [24 CFR 5.609(c)(1)].
- Income earned by a live-in aide, as defined in is not included in annual income.
- Income from some federal programs is specifically excluded from consideration as income including:
  - Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
  - Awards under the federal work-study program (20 U.S.C. 1087 (u))
  - Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
  - Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
  - Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
- Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time [24 CFR 5.600(c)(8)(iv)].
- Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].
- Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(I)] are excluded from annual income.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income.
- Lump-sums received as a result of delays in processing Social Security and SSI payments
- Lump-sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs (VA)
- VA service-connected disability benefits are excluded for purposes of determining income eligibility under the VASH program but are included for the purposes of calculating the total tenant payment, housing assistance payment and family rent share unless the payments are for deferred disability benefits<sup>27</sup>
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)].
- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)].
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)].
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. *Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Reimbursement of medical expenses
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Adoption assistance payments in excess of \$480 per adopted child is excluded for Traditional Regulatory Assistance Families.
- Refunds or rebates on property taxes paid on the dwelling unit

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<sup>27</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- Amounts specifically excluded by any other federal statute including:
  - The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)). This exclusion also applies to assets
  - Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC. This exclusion also applies to assets
  - Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058), except as determined by the Chief Executive Officer of the Corporation for National and Community Service. This exclusion also applies to assets
  - Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)). This exclusion also applies to assets
  - Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e). This exclusion also applies to assets
  - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)). This exclusion also applies to assets
  - Payments received under programs funded in whole or in part under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
  - Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts
  - Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04). This exclusion also applies to assets
  - Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)). This exclusion also applies to assets
  - A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled Elouise Cobell et al. v. Ken Salazar et al. This exclusion also applies to assets
  - The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion also applies to assets
- Benefits under the Indian Veterans Housing Opportunity Act of 2010 (only applies to Native American housing programs)
  - Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
  - Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets
  - Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721). This exclusion also applies to assets
  - The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
  - Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)). This exclusion also applies to assets
  - The amount of any refund (or advance payment with respect to a refundable credit) issued under Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409)
  - Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433). This exclusion also applies to assets
  - Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
  - Amounts of scholarships funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). The exception found in § 237 of Public Law 109–249 applies and requires that the amount of financial assistance in excess of tuition and mandatory fees shall be considered income in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E) (Pub. L. 109–249)

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602). This exclusion also applies to assets
- An individual's ABLE account as required under the Achieving a Better Life Experience Act of 2014 (specifically, the account balance, contributions to the account, and distributions from the account)
- Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05) children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1821), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821). This exclusion also applies to assets
- Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4))
- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by the States, local government, and disaster assistance organizations (42 U.S.C. 5155(d)). This exclusion also applies to assets
- Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act of 2021. This exclusion also applies to assets

### *6.2.4.1.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency Programs*

The following items are also excluded from annual income:

- Earned income for each full-time student eighteen (18) years old or older (except for the head, spouse, or cohead)<sup>28</sup>

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<sup>28</sup> HACSB's MTW Activity 5: Simplified Income Determination excludes all earned income from Full-Time Students.



# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*
- Students who are over the age of twenty-three (23) AND have at least one dependent child
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

### *6.2.4.2.2 Traditional, Regulatory Assistance for Special Purpose Households*

This section does not apply to participants of the Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency programs (see 6.2.4.2.1).

For ~~post-HOTMA actions effective 10/1/2024 or as soon as practical thereafter~~actions effective on or after 7/1/2025:

The following student financial assistance is excluded from the calculation of annual income while the student is attending an institution of higher education as defined under section 102 of the Higher Education Act of 1965:

- Any amount in or from, or any benefits, income, or distributions from any Coverdell educational savings account or any qualified program under IRS sections 529 and 530
- Full amount of assistance received under section 479B of the Higher Education Act of 1965, such as Federal Pell Grants, Teach Grants, Federal Work-Study Programs, and Federal Perkins Loans
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act
- Student loans
- Other student financial assistance, such as a grant, scholarship, or other assistance amounts for the actual covered costs charged by the institute of higher education
  - Other student financial assistance exceeding the cost of tuition, books, supplies, fees or the cost of housing (for students who are not the head of household or spouse) if not living in the unit while attending school is counted as income

For ~~pre-HOTMA actions effective prior to the implementation of post-HOTMA provisions above~~actions effective before 7/1/2025:

The following student financial assistance is excluded from the calculation of annual income while the student is attending an institution of higher education as defined under section 102 of the Higher Education Act of 1965:

- Any amount in or from, or any benefits, income, or distributions from any Coverdell educational savings account or any qualified program under IRS sections 529 and 530
- Full amount of assistance received under section 479B of the Higher Education Act of 1965, such as Federal Pell Grants, Teach Grants, Federal Work-Study Programs, and Federal Perkins Loans
- Student loans
- Other student financial assistance, such as a grant, scholarship, or other assistance amounts for the actual covered costs charged by the institute of higher education
  - Other student financial assistance exceeding the cost of tuition, books, supplies, fees or the cost of housing (for students who are not the head of household or spouse) if not living in the unit while attending school is counted as income

### 6.2.4.3 Earned Income Disallowance [24 CFR 5.617]

#### *6.2.4.3.1 Term-Limited Lease Assistance and Streamlined Lease Assistance*

There is no earned income disallowance for families participating in the Term-Limited Lease Assistance and Streamlined Lease Assistance programs.<sup>30</sup>

#### *6.2.4.3.2 Traditional, Regulatory Assistance for Special Purpose Programs*

This section applies to Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency programs.

Participants will no longer be enrolled in the Earned Income Disallowance (EID) on or after 1/1/2024. All EIDs will sunset on or before 12/31/2025.

For actions effective prior to 1/1/2024:

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<sup>30</sup> HACSB's MTW Activity 5: Simplified Income Determination eliminates the Earned Income Disallowance for MTW programs.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

family assets in excess of \$50,000, the Housing Authority will include in annual income (1) the actual income derived from the assets plus (2) the imputed income of any asset where the actual income cannot be determined. Assets where income cannot be determined are non-financial assets that do not generate income, such as jewelry or a recreational boat. Imputed income from assets is calculated by multiplying the cash value of the asset by the current HUD-established passbook rate.

For pre-HOTMA actions effective prior to the implementation of the post-HOTMA provisions above:

When net family assets are \$5,000 or less, the Housing Authority will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, the Housing Authority will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current PHA-established passbook savings rate.

### 6.2.5.7 Determining Income from Assets

It may or may not be necessary for the Housing Authority to use the value of an asset to compute the actual income from the asset. When the value is required to compute the income from an asset, the market value of the asset is used.

If the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's cash value. However, if the asset is a savings account, the anticipated income is determined by multiplying the cash value of the account by the interest rate on the account.

### 6.2.5.8 Withdrawal of Cash or Liquidation of Investments

For ~~post-HOTMA~~ actions effective ~~10/1/2024 or as soon as practical thereafter~~ on or after 7/1/2025:

Any regular withdrawal of cash or assets from an investment, such as a retirement account, will be included in income.

For ~~pre-HOTMA~~ actions ~~effective prior to the implementation of the post-HOTMA provisions above~~ before 7/1/2025:

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example,

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

### 6.2.5.9 Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the Housing Authority will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the Housing Authority will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the Housing Authority will prorate the asset evenly among all owners.

### 6.2.5.10 Assets Disposed of for Less than Fair Market Value [24 CFR 5.603(b) and HCV GB, p.5-27]

HUD regulations require the Housing Authority to count as a current asset any business or family asset that was disposed of for less than fair market value during the two (2) years prior to the effective date of initial eligibility or recertification, except as noted below.

The Housing Authority will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two (2) years exceeds the gross amount received for the assets by more than \$1,000. When the two (2) year period expires, the income assigned to the disposed asset(s) also expires. If the two (2) year period ends between recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments. The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms. Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

The Housing Authority must also deduct from the equity the reasonable costs for converting the asset to cash. Using the formula for calculating equity specified above, the net cash value of real property is the market value of the loan (mortgage) minus the expenses to convert to cash [Notice PIH 2012-3].

A family may have real property as an asset in two (2) ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the Housing Authority determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

### *6.2.5.11.4 Trusts [Notice PIH 2023-27]*

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset and any interest earned by the trust would not be considered income. For treatment of trust distributions refer to the annual income section of this Chapter.

### *6.2.5.11.5 Retirement Accounts [24 CFR 5.603(b), 24 CFR 5.609(b)]*

For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:

The value of retirement accounts recognized by the IRS, such as IRA, 401(k), 401(b), and retirement plans for self-employed individuals, are excluded from assets and any asset income derived from these plans is also excluded from income. However, any

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

distribution of periodic payments from these accounts shall be included as income at the time they are received by the family.

For pre-HOTMA actions effective prior to the implementation of the post-HOTMA provisions above:

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the Housing Authority must know whether the money is accessible before retirement.

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset.

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate, ~~except to the extent that it represents funds invested in the account by the family member.~~ The balance in the account is counted as an asset only if it remains accessible to the family member.

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty.

### *6.2.5.11.6 Personal Property [24 CFR 5.603(b)]*

For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:

Necessary items of personal property are excluded from assets.

Non-necessary items of personal property, such as checking/savings accounts, recreational boat, art, coin collection, or vintage baseball cards, having a combined total value exceeding \$50,000 are counted as assets. If the value of the non-necessary items of personal property cannot be verified, a self-certification will be accepted.

Examples of necessary and non-necessary personal property for post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:

<b>Necessary Personal Property</b>	<b>Non-necessary Personal Property</b>
Car(s)/vehicle(s) that a family relies on for transportation for personal or business use	Recreational car/vehicle not needed for day-to-day transportation, such as camper vans, travel trailers, all terrain vehicles

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

2. The family's monthly income after deducting the childcare expense would be less than twice the tenant rent amount without the childcare deduction.

*Example:*

Monthly income: \$1,200

Monthly childcare expense: \$600

Remaining income \$600

Tenant rent without childcare deduction: \$348

Two times the tenant rent: \$696

This family qualifies because two times the tenant rent is \$696 which exceeds the family's remaining income of \$600.

If a family qualifies for the hardship exemption, the childcare deduction will be effective for ninety (90) days. No further extensions will be provided. After 90 days, the childcare deduction will be removed unless the family has re-engaged in one of qualifying activities.

While receiving the hardship exemption, the family is required to report any change that would render the hardship inapplicable within ten (10) days.

### 6.3.2.4 Medical Expenses Deduction [24 CFR 5.611(a)(c), Notice PIH 2023-27]

Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed a percentage of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or cohead is at least sixty-two (62) or is a person with disabilities.

~~For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:~~

If a family is eligible for a health and medical care expense deduction, the expenses of all family members are counted. HUD regulations define health and medical care expenses as "any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed." Health and medical care expenses do not include cosmetic surgery or other procedures that are directed at improving the patient's appearance and do not promote the proper function of the body or prevent or treat illness or disease.

For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

Each expense will be reviewed to determine whether it is eligible in accordance with HUD's definition of health and medical care expenses. Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, the expenses exceed ten percent (10%) of annual income.

The Housing Authority will allow as medical expense the actual out-of-pocket amounts which are owed and anticipated to be paid by the family during the re-examination period. Expenses from the previous year may be analyzed to determine the amount to anticipate when other verification is not available.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnished legible receipts. Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses. Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Two (2) hardship exemption categories to mitigate the increase in the health and medical expense threshold from 3% to 10% have been established. The exemptions allow for more expenses to be deducted from the family's adjusted income for a limited time as follows:

1. Phased in relief: The change from the 3% to the 10% medical expense threshold may occur at interim reexamination or recertification. (Note: An interim reexamination will not be processed if it will result in an increase in adjusted income of less than 10% due to unearned income). To qualify for phased in relief, the family must have been receiving a deduction from annual income of qualified health and medical expenses under the 3% medical threshold prior to the effective date of the new 10% threshold. If eligible for phased-in relief, the threshold will be set as follows:
  - Year 1: The threshold will be 5% of annual income.
  - Year 2: The threshold will be 7.5% of annual income.
  - After 24 months, this hardship exemption expires, and the Housing Authority will deduct expenses exceeding 10% of the family's annual income.
2. General Financial Hardship: A family may request a general financial hardship exemption at any time during or after the phased in relief period. To qualify for a general financial hardship, the family must demonstrate that their applicable expenses increased, or the hardship is a result of a change in circumstances that



# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

would not otherwise trigger an interim reexamination and such circumstances occurred within 60 days of the request. Change of circumstance is defined as follows:

- The family would be evicted because it is unable to pay the rent or tenant-provided utilities
- A death has occurred in the family. In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

The family is eligible for this hardship regardless of whether the family had previously received a medical deduction or is currently receiving or previously received a hardship exemption under the first category. However, once a family chooses to receive general financial hardship relief, the family will no longer qualify for the phased in relief. If eligible for the general financial hardship, the family will receive a deduction of eligible expenses exceeding 5% of their annual income for a 90-day period. No further extensions will be provided. After the end of the general hardship period, the medical expense threshold will increase to 10%.

While receiving the hardship exemption, the family is required to report any change that would render the hardship inapplicable within ten (10) days.

For pre-HOTMA actions effective prior to the enactment of the post- HOTMA provision above:

If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted. ~~HUD regulations define medical expenses at 24 CFR 5.603(b) to mean "medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance." The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses.~~ Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent (3%) of annual income.

The Housing Authority will allow as medical expense the actual out-of-pocket amounts which are owed and anticipated to be paid by the family during the re-examination period. Expenses from the previous year may be analyzed to determine the amount to anticipate when other verification is not available.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnished legible receipts. Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses. Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

### **6.3.2.5 Disability Assistance Expenses Deduction [24 CFR 5.603(b) and 5.611(a)(3)(ii)]**

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member eighteen (18) years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

For families who qualify for both medical and disability expenses deduction, when expenses anticipated by a family could be defined as either medical or disability assistance expenses, the Housing Authority will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

## **6.4 Calculation of Housing Authority Subsidy and Family Rent Share**

Each Housing Services program determines the Housing Authority subsidy and family rent share differently. Family rent share describes the amount of rent for which a family is responsible. This previously was known as “Total Tenant Payment.” This section describes the calculation for each program.

### **6.4.1 Term-Limited Lease Assistance Program**

For families initially leasing under this program prior to November 1, 2017, or as soon as practicable thereafter, the Housing Authority subsidy will be the smaller of the contract rent or fifty percent (50%) of the applicable payment standard, whichever is lower, and the Housing Authority will provide that amount to the owner. The participant is responsible for the balance of the rent. No families will be enrolled into this fixed-subsidy component after November 1, 2017 (or as soon as practicable thereafter).

For families initially leasing under this program with a briefing date on or after November 1, 2017, or as soon as practicable thereafter, including applicants pulled from the former Upland Housing Authority waiting list on or after July 1, 2017, the Housing Authority subsidy and family rent portion shall be calculated using the same methodology

Authority's discretion. A family's rent share may never drop below the highest family rent share amount.

Effective February 1, 2018, the Housing Authority applied the new family rent calculation of thirty percent (30%) of the monthly gross income, the minimum rent, or the Streamlined Lease Assistance baseline rent, whichever is greater. The Housing Authority used the family's most recently reported income information to process the reexamination, which served to minimize the financial impact to families when the new rent calculation was applied. Additionally, the Housing Authority provided an automatic six-month hardship exemption for all families affected by this change; therefore, the new rent tier was applied effective August 1, 2018. Effective October 1, 2024, the Housing Authority will calculate the tenant rent portion based on the greater of thirty-six percent (36%) of gross income, the minimum rent, or the SLA baseline rent. The Housing Authority will use the family's last reported income information to process a reexamination, which will serve to minimize the financial impact to families when the new rent calculation is applied. Additionally, the Housing Authority will provide an automatic six-month deferral for all current participants. Therefore, the new rent tier of 36% will be applied to current participants and new admissions on or about April 1, 2025.

#### ***6.4.4 Streamlined Tiered Lease Assistance for Former Upland Housing Authority Participants***

The rent share for families who transitioned from the Upland Housing Authority (UHA) on July 1, 2017 will be calculated based on which of the following is greater:

1. Larger of the applicable rent tier percentage multiplied by monthly annual income, or
2. The highest family rent share previously calculated for the family (the baseline rent); or
3. The minimum rent. (The minimum rent is \$125 for the former Upland Housing Authority participants).

UHA families will transition to this activity at their first recertification occurring on or after January 1, 2018. This will also apply at admission to any family who is transitioned from the UHA waiting list to an HACSB waiting list as a result of the July 1, 2017 voluntary transfer.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

Participants will follow the rent tiers beginning at twenty-one percent (21%) of the monthly annual income with the rent tier increasing at recertification or sooner to a maximum of thirty-six percent (36%). Families, who already transitioned to the 30% tier before October 1, 2024, will transition to the 36% tier on or about April 1, 2025. Those families who are on tiers below 30% on October 1, 2024 will complete remaining tiers at recertification as shown in Smith Example below.

SMITH FAMILY (EXAMPLE)					
	First Biennial Recertification (21%)	Second Biennial Recertification (24%)	Third Biennial Recertification (27%)	Fourth Biennial Recertification (30%)	Fifth Biennial Recertification* (36%)
<b>Smith Family Monthly Annual Income</b>	\$833	\$1000	\$1000	\$500	\$1000
<b>Smith Family Rent Share</b>	\$175	\$240	\$270	\$270	\$360

If the elderly or disabled head of household, spouse or cohead is removed from the family and the remaining household members are no longer eligible for the Streamlined Lease Assistance for Elderly/Disabled program, the family will transition to Streamlined Tiered Lease Assistance for Career Focused Families starting at the 30% tier. Income will be reassessed at that time and a new baseline TTP set. The family will then progress to the 36% tier at the next recertification.

### **6.4.5 Rental Assistance Demonstration (RAD) Project-Based Voucher (PBV)**

This section applies to RAD PBV legacy families (families residing in a RAD-converted PBV unit at the time of conversion) only. The rent share for these families will be calculated based on which of the following is greater:

1. The applicable rent percentage multiplied by monthly annual income; or
2. The highest family rent share previously calculated for the family (the baseline rent); or
3. The minimum rent. (The minimum rent is \$125 for the Rental Assistance Demonstration Project-Based Voucher program).

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

For elderly and disabled participants, HACSB will calculate family rent share by selecting the largest of twenty-four percent (24%) of monthly annual income, the baseline rent, or the minimum rent.

Non-elderly and non-disabled participants will follow the rent tiers beginning at twenty-one percent (21%) of the monthly annual income with the income tier increasing every regularly scheduled biennial recertification or sooner to a maximum rent tier of thirty-six percent (36%). Families, who already transitioned to the 30% tier before October 1, 2024, will transition to the 36% tier on or about April 1, 2025. Those families who are on tiers below 30% on October 1, 2024 will complete remaining tiers at recertification. (Please see the Smith Family Example, below.)

THE SMITH FAMILY (EXAMPLE)					
	First Biennial Recertification (21%)	Second Biennial Recertification (24%)	Third Biennial Recertification (27%)	Fourth Biennial Recertification (30%)	Fifth Biennial Recertification (36%)
<b>Smith Family Monthly Annual Income</b>	\$833	\$1000	\$1000	\$500	\$1000
<b>Smith Family Rent Share</b>	\$175	\$240	\$270	\$270	\$360

For households with a program change from the Streamlined Lease Assistance for Elderly/Disabled program to Streamlined Tiered Lease Assistance for Non-Elderly/Non-Disabled households, the household will start at the 30% tier. Income will be reassessed at that time and a new baseline TTP set. The family will progress to the 36% tier at the next recertification.

### 6.4.6 Calculation of Baseline for Streamlined Lease Assistance Programs

The family's baseline ~~income-TTP~~ is the highest family rent share previously calculated for the family set at admission to the program and which is based on the annual income calculation policies and income inclusions/exclusions in effect at the time the baseline TTP calculation was made, that the baseline was set. The baseline ~~income-TTP~~ will only be reset if the family qualifies for a permanent hardship exemption, is transferred from one program ~~to another~~ to another, such as from SLA to TLA, or as an income correction due to the family's failure to report income ~~at admission~~.

### **6.4.8 Hardship Exemption Criteria for Streamlined Lease Assistance Programs**

HACSB recognizes that under some circumstances, families may experience a hardship that makes it challenging to pay the applicable rent under the Streamlined Lease Assistance Program. Hardship exemption criteria have been developed for all families that see a significant increase in their portion as a direct result of the SLA calculation at initial implementation of the activity or experience certain expenses or losses of income while participating in the program. In order for families to be eligible for a hardship exemption, they must make their request for a hardship exemption in writing and be in compliance with all program rules and regulations. The request for hardship exemption must come no later than 60 days after the most recent change in circumstances. Permanent hardship exemption requests must be received within 60 days or by next recertification whichever is later. Families also must provide all supporting documents regarding their case and all requests for hardship exemptions will be reviewed by the Hardship Review Committee. After the committee has evaluated the family's request, they will determine if the family qualifies for a temporary or permanent hardship exemption. If approved, the tenant rent portion change will be effective the first of the month following the receipt of the request.<sup>37</sup>

The following sections describe the types of hardship exemptions that may be granted. All non-elderly/non-disabled households approved for a temporary hardship exemption will be required to participate in the Family Empowerment Services case management activities.

#### **6.4.8.1 Permanent Hardship Exemptions**

A permanent hardship exemption may be approved for the following reasons:

- the family experiences a death of a household member with income;
- any income-earning member of the assisted family no longer remains in the unit; ~~or~~
- an elderly or disabled household member experiences a permanent and complete loss of income; or
- Unforeseen and involuntary permanent loss of income for a family member under the age of 18.

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<sup>37</sup> FY 2025 MTW Plan, Activity 22: Streamlined Lease Assistance describes the hardship review criteria and effective date.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

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If a permanent hardship exemption has been approved, HACSB will reset the family's previous highest rent share (the "baseline rent") by recalculating the family's income and applying the applicable rent percentage. For example, for families participating in the Streamlined Fixed Lease Assistance for Elderly/Disabled Families program, the new monthly income will be multiplied by twenty-four percent (24%) or thirty percent (30%) depending upon the family's admissions date to determine the new monthly rent share. For families participating in the Streamlined Tiered Lease Assistance for Career-Focused Families program, the new monthly income will be multiplied by the most recent tiered rent percentage established at recertification to determine the new monthly rent share.

### 6.4.8.2 Temporary Hardship Exemptions

HACSB also recognizes that certain hardships may exist on a temporary basis. The temporary relief that HACSB will offer families depends on the type of hardship being experienced by the family. Families initially leasing under the Streamlined Lease Assistance program may qualify for a temporary hardship exemption upon verification the family has no household income. To be considered for a hardship exemption, a written request must be submitted to the Housing Authority. No more than one temporary hardship exemption request may be received within a 12-month period. The table below describes each type of temporary hardship exemption that may be approved by HACSB.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

and started receiving a regular wage of \$2,000 per month. This interim change was not required to be reported by the family. Now, the family is reporting an unforeseen, involuntary loss of employment. The hardship exemption would remove the \$1,000 per month self-employment from the family income, and after six months the \$1,000 would be added back to the family income.

### 6.4.8.3 Pre-Implementation and Program Transfer Hardship Exemptions

Prior to implementation of the Streamlined Lease Assistance (SLA) programs and transfers to SLA from other programs, HACSB will conduct a detailed data analysis. As part of that data analysis, certain households may be likely to experience a disproportionate impact as the result of the implementation or program transfer. A temporary hardship exemption would allow the family to maintain their previous total family rent share for up to six (6) months. HACSB would send a sixty (60) day notice that the family would be subject to the new streamlined calculation at the end of six (6) months. For those families that are currently renting a unit that is larger than their approved subsidy standard HACSB will offer these families either the opportunity to move or the opportunity to have a temporary hardship exemption.

### 6.4.9 Calculation of Housing Authority Subsidy and Family Rent Share for Traditional, Regulatory Assistance for Special Purpose Programs

The family rent share for a household is determined by using the largest of the following: ten percent (10%) of Monthly Gross Annual Income, thirty percent (30%) of Monthly Adjusted Income or the applicable minimum rent. For the VASH, EHV and FSS programs, any amount of rent over the payment standard must be paid for by the family and cannot be subsidized by the Housing Authority. For Continuum of Care and Housing Opportunities for Persons with AIDs, the payment standard is not used to determine the Housing Assistance Payment (HAP) amount.

## 6.5 Minimum Rent [24 CFR 5.630 and 5.630]

### 6.5.1 Streamlined Lease Assistance and Family Self-Sufficiency Programs

The Minimum Rent for the Streamlined Lease Assistance program, including the Family Self-Sufficiency (FSS) Program is \$125.00.<sup>38</sup> A policy has been established for a temporary waiver from the minimum rent for families who demonstrate a hardship in paying the required minimum amount. Families may request a temporary waiver to the

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<sup>38</sup> The FY 2009 Moving to Work Annual Plan included Activity 10: Minimum Rent which established a minimum rent of \$125 for all Housing Services programs except VASH, EHV, and Traditional, Regulatory Assistance for Special Purpose Programs.



# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

minimum rent by completing the Minimum Rent Waiver Request Form and providing documentation that supports the hardship for the family.

A temporary waiver of minimum rent may be granted as follows:

- Decrease in Income – The total household income has decreased due to a ‘No Fault’ loss of employment. Supporting documentation may include the notice of loss of employment, legal documentation indicating that family member with income has vacated the unit or other such documentation requested by HACSB.
- Death in the Immediate Family – The total household income has decreased due to the death of an immediate family member. Supporting documentation must include verification of the actual loss of income and verification of the relationship to the deceased family member. Immediate family members include current spouse, cohead, child, legal guardian, sibling, grandparent, grandchild, or mother-, father-, sister-, brother-, son-, or daughter-in-law, or registered domestic partner.

The waiver, if approved, shall be provided on a month-to-month basis not to exceed a total period of three months. A waiver will be provided only once for each incident that occurs in the household.

Upon approval of the waiver, the total tenant payment shall be calculated at 30% of monthly adjusted income and shall be effective on the first of the month following the month in which the family submitted the waiver request form with all supporting documentation.

A temporary waiver of the minimum rent will also be applied automatically to vulnerable individuals and families who are initially moving into a homeless serving program, such as Permanent Supportive Housing until the regularly scheduled recertification.<sup>39</sup> A family granted the automatic waiver under a homeless serving program will not be required to repay the minimum rent. Starting with the first recertification, the minimum rent will increase to \$50, and at the second recertification, the minimum rent will be \$125. ~~and remain at \$50 until the family is no longer paying the minimum rent.~~

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<sup>39</sup> The FY 2022 Moving to Work Annual Plan modified Activity 10: Minimum Rent to allow HACSB to reduce or postpone the minimum rent for individuals in programs serving extremely vulnerable populations. The programs include Permanent Supportive Housing (PSH) project-based voucher developments, Family Unification Program, and No Child Left Unsheltered.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

case of a HUD-VASH family break-up, the assistance must stay with the HUD-VASH veteran. However, if it is a case of domestic violence and the veteran is the perpetrator, the victim will continue to be assisted and the veteran will be terminated.

### 8.8 Residual Assistance for Remaining Members

~~If the head of household moves out, the remaining household members are eligible for ongoing assistance as long as they continue to reside in the assisted unit. The head of household may designate a new head of household or relinquish the assistance to remaining household members with HACSB approval, except under the following circumstances:~~

- ~~• when t~~The family has been~~was~~ determined to be over-income prior to the head of household moving out;
- ~~• The family received a termination notice prior to the head of household moving out; or~~
- ~~• The remaining members are ineligible for assistance.~~

~~In the event the head of household no longer resides in the assisted unit, the remaining adult household members must have been previously approved by the Housing Authority to be living in the unit and to receive continued housing assistance. A new head of household must be designated from the remaining adult members. If the remaining eligible adult household member is disabled or fifty-seven (57) years or older, the family member will be eligible to receive a Voucher until November 1, 2014. After November 1, 2014, t~~If the remaining eligible family member new head of household who is disabled or fifty-seven (57) years or older, will the household will be eligible to receive a Family Obligations Agreement to participate in the Streamlined Fixed Lease Assistance Program. If the remaining family member new Head of Household is not disabled or fifty-seven (57) years of age or older, the remaining adult household member head of household will be processed for eligibility and participation in the Housing Authority's Term-Limited Lease Assistance program and sign a Family Obligations Agreement. The time limit would begin following the processing of the family composition change.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family. Foster Children and Foster Adults are not considered a remaining family member.

In order for a minor child to continue to receive assistance as a remaining family member:

- The child must remain under assistance in the assisted unit; and

- The court must have awarded emancipated minor status to the minor; or
- The Housing Authority must have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child/children for an indefinite period.

During a change of head of household, the household must remain under assistance. If the household moves out of the assisted unit before a change of head of household is approved, assistance is terminated.

### **8.9 Family Voluntarily Relinquishes Housing Services Program Assistance**

The family may voluntarily relinquish their assistance at any time. In such cases, the Housing Authority will provide the owner of the property with a thirty (30) calendar day notice indicating that rental assistance will terminate based on the family's request. The family will become fully responsible for the contract rent after thirty (30) calendar days.

Generally, the Housing Authority will not reinstate a family once a request for voluntary termination has been received. However, as a reasonable accommodation, the Housing Authority will review requests for reinstatements received within six (6) months and make a determination on a case-by-case basis. However, households will have their income eligibility re-determined in accordance with HUD guidelines.

If a family voluntarily relinquishes their assistance in lieu of facing termination, the Housing Authority will continue to seek to recover any monies that may be due to the Housing Authority as a result of misrepresentation or other breach of program in accordance with Chapter 18 of this Administrative Plan.

### **8.10 Housing Search Assistance**

#### ***8.10.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs<sup>53</sup>***

Subject to available funding, the Housing Authority may offer housing navigation and supportive services to applicants upon receiving a Family Obligations Agreement for tenant-based assistance. Housing navigation will include assistance with unit identification, landlord-tenant connection and negotiation, coordination and case management with referral partners, financial assistance, and transportation services. Financial assistance may include payment for application fees, security deposits, utility

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<sup>53</sup> The 2022 MTW Annual Plan, Amendment 1, Activity 28: Leasing Success Strategies added housing navigation services and financial assistance. The activity was implemented on November 1, 2022.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

will consider whether the bathroom and/or kitchen is private or shared. When these facilities are private versus shared, HACSB may provide additional consideration when determining the reasonable rent.

### **11.4 Payment Acceptance and Certification**

Owners will be advised that by accepting each monthly payment from the Housing Authority s/he will be certifying that the rent to owner is not more than rent charged by owner for comparable unassisted units in the premises. If requested, the owner must provide to the Housing Authority information on rents charged by the owner for other units in the premises or elsewhere. The Housing Authority will only request information on the owner's units elsewhere if the Housing Authority has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.

### **11.5 Payment Standards for the Housing Services Program [24 CFR 982.4]**

The payment standard is used to calculate the housing assistance payment for a family. *Payment standard* is defined as “the maximum monthly assistance payment for a family assisted in the program (before deducting the total tenant payment by the family).”

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under the Housing Authority's subsidy standards or (2) the payment standard for the size of the dwelling unit rented by the family. The payment standard for space rent is equal to the family unit size under the subsidy standards.

#### ***11.5.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher (EHV) and Family Self-Sufficiency Programs***

This section applies to new admissions and changes of unit or payment standard under the Veterans Affairs Supportive Housing (VASH) program effective January 1, 2021, or as soon as practicable thereafter.

The Housing Authority has established a comprehensive payment standard schedule that is based on rental submarkets in the County of San Bernardino.<sup>60</sup>

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<sup>60</sup> The FY 2009 Moving to Work Annual Plan including Activity 12: Local Payment Standards which authorized the creation of local payment standards for the County of San Bernardino.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

At least annually, the Housing Authority will review the local payment standards. The agency may subsequently increase or decrease the payment standards. Payment standard increases will ~~generally~~ be applied at the earliest of the participant's first recertification, ~~which occurs after the Housing Authority adjustment move to another unit, or subsidy standard change following the payment standard increase.~~<sup>61</sup> However, an increase to the Local Payment Standards will not be automatically applied at recertification if the participant has leased a unit that is larger than their approved voucher subsidy size ("over-housed" participants). Increases to the Local Payment Standards will apply to over-housed participants only if a rent increase is requested by the landlord and approved in accordance with HACSB's rent reasonableness policies. ~~For operational or fiscal purposes, the Housing Authority may apply the redetermined payment standards prior to the next recertification.~~

Before increasing the payment standard, the Housing Authority may review the budget to determine the impact projected subsidy increases would have on funding available for the program and the number of families served. For this purpose, the Housing Authority will compare the number of families who could be served under a higher payment standard with the number assisted under current payment standards.

If the payment standard is reduced, the payment standard will remain unchanged for families that are under HAP contract when the payment standard reduction occurred. However, if a change to the household size results in a reduction to the family's subsidy standard unit size, the payment standard for the appropriate subsidy standard unit size will apply at the earliest of the first recertification or move to another unit following the subsidy standard change.

An exception payment standard may be approved if necessary, as a reasonable accommodation for a family that includes a person with disabilities per Notice PIH 2013-26. The Housing Authority may approve an exception payment standard up to 120 percent of Fair Market Rent (FMR) or up to 140 percent of the FMR for the VASH program.<sup>62</sup> HUD approval is required for an exception payment standard above 120 percent of FMR or 140 percent of FMR for the VASH program.

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<sup>61</sup> FY 2025 Moving to Work Plan includes Activity 12, Local Payment Standards and Alternative Flat Rents which specifies when payment standard increases are applied.

<sup>62</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

### **11.5.2 Traditional, Regulatory Assistance for Special Purpose Programs**

This section does not apply to participants of the Veterans Affairs Supportive Housing (VASH) program ~~new admissions, admitted or changing moves, units or changes of payment standard~~ effective on or after January 1, 2021 (see 11.5.1) or the Emergency Housing Voucher Program.

For participants in Traditional, Regulatory Assistance for Special Purpose Programs the payment standard schedule is based on HUD's Fair Market Rents (FMRs) and is updated annually.

#### 11.5.2.1 Veterans Affairs Supportive Housing (VASH) Program

Increases in the payment standard will be applied at the earliest of the participant's:

- ~~next annual~~ Next recertification or interim reexamination;
- Rent increase; or
- One year following the effective date of a payment standard increase.

~~Decreases in the payment standard will be applied at the participant's second annual recertification after the effective date of the decrease. An exception payment standard of up to 140% of FMR may be approved by the Housing Authority as a reasonable accommodation.~~

#### 11.5.2.2 Continuum of Care Program

~~For a contract rent approved prior to July 1, 2025, the gross rent may exceed the FMR for the family's authorized unit size based on the subsidy standard. However, rent increases received after July 1, 2025 may not be approved if the gross rent exceeds the FMR.~~

~~Effective July 1, 2025, For the Continuum of Care program, the gross rent of the unit must be equal to or less than the FMR for family's authorized unit size based on the subsidy standard subject to available funding. A gross rent exceeding the FMR may be approved on a case-by-case basis if available funding will support a higher rent. the payment standard is used as a guide. The rent for the unit must also be rent reasonable. ~~and may also be subject to available funding.~~~~

#### 11.5.2.3 Housing Opportunities for Persons with AIDS (HOPWA)

For the HOPWA program, the gross rent of the unit must be equal to or less than the payment standard for family's authorized unit size, and the requested rent must be rent

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

reasonable. On a case-by-case basis, the Housing Authority may approve rent amounts up to 120% of the payment standard for no more than 10% of the units.

~~For special purpose program families, the Housing Authority may approve a payment standard of up to 120 percent of FMR if required as a reasonable accommodation for a family that includes a person with disabilities per Notice PIH 2013-26. For the HOPWA program, HUD approval is not required for reasonable accommodation payment standard requests above 120 percent of FMR.~~

### **11.5.3 Shared Housing**

The payment standard for a family in shared housing is the lower of the applicable program's payment standard for the family unit size or the pro-rata share of the program's payment standard for the shared housing unit size. The pro-rata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private, non-shared space by the total number of bedrooms in the unit.

Example: Household contains 3 people and is issued a 2-bedroom FOA/voucher. The shared housing unit is a 3-bedroom and the family will be occupying 2 bedrooms:

- 2 Bedrooms for assisted family ÷ 3 Bedrooms in the unit .667 pro-rata share
- 2 BR payment standard: \$1,200
- 3 BR payment standard: \$1,695
- \$1,695 x .667 (pro-rata share) = \$1,131
- \$1,131 is lower than the \$1,200 payment standard for the 2 BR family unit size
- \$1,131 is the payment standard used to calculate the HAP

### **11.5.4 Emergency Housing Voucher Program**

For the Emergency Housing Voucher program, a separate payment standard schedule is used. HUD permits the Housing Authority to use the local payment standard or 120% of FMR, whichever is higher. The EHV schedule groups the nine (9) local submarkets into larger regions. The highest local submarket payment standard will be used for the entire region. As changes in market rents permit, the Housing Authority may transition from payment standards grouped by regions to the nine (9) submarkets used by the local payment standards.

### **11.6 Rent to Owner Increases**

As stated in the Tenancy Addendum, the owner must notify the Housing Authority at least sixty (60) days, or a greater notice period if required by law, before the proposed effective

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

If any new family member is approved to be added, the income of the new family member will be added to the household. The Housing Authority will conduct an interim recertification to determine such additional income and will make the appropriate adjustments in the housing payment. For household size reductions, changes to the subsidy standard will occur at the next regularly scheduled recertification. Generally, household size increases will not result in changes to the subsidy standard unless the household addition was the result of a birth, adoption or court-awarded custody. If the increase in subsidy standard is due to birth, adoption or court-awarded custody, HACSB will update the family's voucher size to reflect the change in family composition at interim reexamination.

### **12.8.2 Changes in Income<sup>67</sup>**

Families must report all changes in income in accordance with the policies outlined in this section. Upon receipt of an interim change, the Housing Authority will conduct an interim reexamination, if required, within a reasonable time. Reasonable processing may vary based on the amount of time it takes to verify information, but generally should not be longer than 30 days after the family reports changes in income to the Housing Authority.

#### **12.8.2.1 Term-Limited Lease Assistance and Streamlined Lease Assistance programs**

The Housing Authority will not process any interim recertifications due to changes in income for participants in the Term-Limited Lease Assistance or Streamlined Lease Assistance programs. Families may request a hardship exemption under certain circumstances as described in Chapter 6.

#### **12.8.2.2 Emergency Housing Voucher Programs**

The Housing Authority will not process an interim reexamination due to an increase in annual adjusted income.<sup>68</sup> However, the Housing Authority will process an income increase if the EHV participant requests the income adjustment in order to meet the 40% affordability threshold required during a move.

The Housing Authority will process all interim reductions in annual adjusted income that are requested by the family regardless of the amount.

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<sup>67</sup> Each Housing Services Program has different interim recertification criteria based on the Housing Authority's policy and MTW authorization.

<sup>68</sup> HACSB's MTW Plan, Activity 4: Biennial and Triennial Recertifications states that interim increases will not be process. Activity 4 applies to VASH and EHV programs except that interim reexaminations will be performed for interim decreases.



# Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

## ***12.9.2 Streamlined Fixed Lease Assistance Program for Elderly/Disabled***

If the head of household, spouse or cohead is no longer elderly or disabled after being issued a Family Obligations Agreement for participation in the Streamlined Fixed Lease Assistance program, the family will be transferred to the Streamlined Tiered Lease Assistance program.

## ***12.9.3 Streamlined Tiered Lease Assistance Program for Career Focused Families***

If the head of household, spouse or cohead becomes disabled after being issued a Family Obligations Agreement for participation in the Streamlined Tiered Lease Assistance program, the family will be transferred to the Streamlined Fixed Lease Assistance program.

## ***12.9.4 Traditional, Regulatory Assistance for Special Purpose Programs***

In the rare circumstance that a participant in a Special Purpose Program is no longer eligible for that program, and continues to be in good standing, the Housing Authority may transfer the participant, where appropriate, into the program the family qualifies for in alignment with Chapter 2 of this Administrative Plan.

## **12.10 Recertification at Move**

### **12.10.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs**

The family is not recertified at move. The effective date of the new contract will not change the effective date of the next annual recertification.

### **12.10.2 Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher (EHV) and Family Self-Sufficiency (FSS) Programs**

For post-HOTMA actions effective 10/1/2024 or as soon as practical thereafter:

A full recertification will be completed when the participant changes units, and the date of the next recertification will change as a result. For example, if the participant's recertification month is August, but completes a recertification for a move effective in April, the family's recertification month will change to April.

For pre-HOTMA actions effective prior to the enactment of post-HOTMA provisions above:

The family is not recertified at move. The effective date of the new contract will not change the effective date of the next annual recertification.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

a housing assistance payment, the Housing Authority will resume assistance payments for the family. If the family is still in the unit after one-hundred and eighty (180) calendar days with no changes qualifying them for a subsidy payment, assistance is terminated.

### **16.1.9 Revocation of Consent Form**

~~Effective for post-HOTMA actions on 10/1/2024 or as soon as practicable thereafter, if~~ a member of the household revokes consent provided on the Form HUD-9886-A, the family will receive a pre-termination notice notifying the family that they will be terminated unless a new Form HUD-9886-A is signed within ten (10) days. If a new Form HUD-9886-A form is not signed by the deadline provided, the family's participation will be terminated. Further, the Housing Authority will notify the local HUD field office of the revocation of consent.

### **16.2 Other Housing Authority Termination Authorized Reasons [24 CFR 982.553(b) and 982.551(l)]**

In addition to the HUD-required mandatory terminations, the Housing Authority may also terminate assistance for other reasons. However, the Housing Authority may consider mitigating circumstances that are described in section 16.2.3.

#### **16.2.1 Criminal Background and Drug Use [24 CFR 5.903(g)]**

Participant households may be terminated from the Housing Services program for criminal or drug-related activity that occurred any time within the past seven (7) years by any member of the household. Participants eighteen (18) years of age and older will be required to certify on their Disclosure Form by the Housing Authority if they have engaged in or convicted of any crime. Persons who sign the Disclosure Form, including the certification of criminal activity, declare under penalty of perjury that the information provided is accurate. Providing false information on this certification is grounds for termination of assistance.

Criminal background includes any conviction, or outstanding warrant for, or reasonable belief of engagement in any violent or drug-related offenses, perjury or fraud to obtain assistance. The Housing Authority may propose termination against the family for violent criminal activity that occurs on or off the premises of the assisted unit.

The Fair Housing Act explicitly states that current illegal drug users are not a protected class (persons with disabilities) and permits Housing Authority to reject such applicants. Further, notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for the purposes of eligibility for low-income housing, solely on the basis of any drug or alcohol dependence. [QHWRA; Subtitle A; Sec. 506(3)].

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

per extension may be approved if determined appropriate to continue providing affordable housing for low-income families.

Any persons displaced as a result of implementation of the project-based assistance program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) [42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The Housing Authority must comply with all equal opportunity requirements under federal law and regulations in its implementation of the project-based assistance program. This includes the requirements and authorities cited at 24 CFR 5.105(a), 24 CFR 983.8, 24 CFR 903.7(o), and Section 504 of Rehabilitation Act.

### **20.1.1 Allocation Thresholds and Supportive Services Requirements**

As detailed in section 20.1, per the Housing Authorities Local Project-Based Assistance policies, the HACSB may project base up to one-hundred percent (100%) of all units in any project-based assistance community without the units above the regulated cap of 25% of units or 25 units in a single community, whichever is greater, having to qualify as 'exception' units.<sup>88</sup> This means that if the Housing Authority chooses to project base above 25% of units or more than 25 units in a single community, the supportive services in connection with 'exception unit' criteria per CFR 983.57 are not necessarily required. However, the Housing Authority may under certain circumstances enter into a Project-Based Voucher contract with an owner/developer that requires supportive service provision due to the needs of the special population being housed. When these circumstances occur the requirements of service provision will be the same as those detailed in section 20.9.2.3, Supportive Services Guidelines and Requirements, unless a Memorandum of Understanding is executed between the Housing Authority and the owner/developer which details other services that satisfy the service provision needs of the population. Additionally, family participation in services under the project-based program is voluntary.

### **20.2 Project-based Assistance Owner Proposals [24 CFR 983.51(b)]**

After determining the availability of funding for project-based assistance, the Housing Authority will seek out qualifying housing developments and will attach Housing

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<sup>88</sup> The FY 2009 Moving to Work Annual Plan included Activity 11: Local Project-Based Voucher Program which allowed for an increase in the amount of project-based assistance that can be administered by the Housing Authority as well as other program criteria. The FY 2010 Moving to Work Annual Plan, Amendment 3 also clarified the components of the Local Project-Based Voucher Program.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

Assistance Payments contracts to specified units and/or a specified number of units within the development. The Agency will give preference to Housing Authority-owned or affiliate-owned properties.<sup>89</sup> A formal procurement will not be undertaken to attach project-based assistance at these types of properties. However, should there be no Housing Authority-owned or affiliate-owned properties appropriate and/or available for project-based assistance, the Housing Authority will periodically solicit proposals from owners for developments which would qualify for project-based assistance. The Housing Authority will publicly advertise the solicitation.

Upon meeting the public advertisement requirements, a competitive selection of units will be followed. Qualifying property owners will have thirty (30) days after the date the advertisement is last published to submit to the Housing Authority a Letter of Intent and a written narrative to the following evaluation criteria:

- Documented need for affordable rental housing in the area where the units are located;
- The extent to which the units contribute to the geographic distribution of affordable housing within the community in which they are located;
- Proposed units fully meet Housing Authority Inspection Standards;
- Prior experience of the owner/applicant in managing affordable rental housing properties; and
- Location of the units in relation to public facilities, transportation and other services.

The Housing Authority may also select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three (3) years of the project-based assistance proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive project-based assistance.

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<sup>89</sup> The FY 2009 MTW Plan, through the creation of the Local Project-Based Voucher Program allows the Housing Authority to first provide project-based assistance to Housing Authority owned or Affiliate owned properties.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~January~~ March 2025

The Housing Authority will follow all standard procurement policies of the Agency throughout the project-based assistance solicitation process. The Housing Authority may only provide project-based assistance in accordance with HUD's subsidy layering and environmental review requirements. Award of project-based vouchers is subject to Board approval. PBV project selections will be posted on the Housing Authority website.

### **20.2.1 Site Selection Policy and Compliance with PBV Goals**

Sites selected for PBV assistance must be consistent with the statutory goals of deconcentrating poverty and expanding housing and economic opportunities and must be consistent with the HACSB's Moving to Work Plan and Local Project-Based Voucher Policies.

The owner of a proposed PBV site must, therefore, establish conclusively that the site meets at least one of the following criteria:

1. The census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.
2. The proposed PBV development is located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition.
3. The census tract in which the proposed PBV development will be located is undergoing significant revitalization. A site will meet this criteria if the census tract is located wholly or partially or is immediately adjacent to one of the following areas:
  - A Federal Empowerment Zone or Promise Zone;
  - A State of California Enterprise Zone;
  - A (former) Community Redevelopment Project, Earthquake Assistance Project or
  - Revitalization Project designated by the corresponding City's or County's Former Redevelopment Agency;
  - Any designated Brownfield Initiative site or Showcase Community site or successors to these designated sites;
  - Any other federal, state or locally designated areas whose purpose is to revitalize the community;
  - State, local or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;

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

March 17, 2025

**FROM**

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

**SUBJECT**

Revisions to the Admissions and Continued Occupancy Policy of the Housing Authority of the County of San Bernardino

**RECOMMENDATION(S)**

Adopt Resolution No. 208 approving revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino's Public Housing program.

(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 the proposed revisions to the Admissions and Continued Occupancy Policy (ACOP) will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) FY25 budget.

**BACKGROUND INFORMATION**

HACSB's ACOP outlines the adopted policies that govern the Public Housing program. This program provides rental subsidies for low-income families. The ACOP is required of all housing authorities administering the Public Housing program and is reviewed and updated as needed to maintain compliance with Public and Indian Housing Notices (PIH), Federal Register Notices as issued by the United States Department of Housing and Urban Development (HUD), and HACSB's Moving to Work (MTW) activities.

The primary reasons for revising the ACOP are to incorporate new definitions and income exclusions under the Housing Opportunity Through Modernization Act of 2016 (HOTMA) required under the recent HUD guidance, revisions to the subsidy standard policy and changes to the Moving to Work activities in the 2025 Moving to Work Annual Plan. Other revisions have been made throughout the Administrative Plan to promote consistent application of policies and procedures. Since the ACOP is continuously reviewed for compliance and efficiency, HACSB staff take the opportunity to make minor changes when material changes are brought to the board. Attached is a table summarizing the proposed revision along with the corresponding sections from the ACOP with the redline changes.

To ensure alignment with HUD regulations and to promote program efficiency, it is recommended the Board adopt the resolution to approve the proposed changes to the ACOP.

Revisions to the Admissions and Continued Occupancy Policy Governing the Housing Authority  
of the County of San Bernardino's Public Housing Program  
March 17, 2025

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 6, 2025.

**HOUSING AUTHORITY RESOLUTION NO. 2025-208**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY GOVERNING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO’S RENTAL ASSISTANCE PROGRAMS**

**RECITALS**

**WHEREAS**, the Housing Authority of the County of San Bernardino (HACSB) is required to maintain an Admissions and Continued Occupancy Policy which outlines regulations and policies necessary to administer the Public Housing program on behalf of the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, HUD requires public housing agencies to amend their Admissions and Continued Occupancy Policy to incorporate changes and define policy relative to administration of the Public Housing program; and

**WHEREAS**, HACSB desires to amend its policies and procedures to incorporate new HUD regulations as well as revise language in other sections.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:**

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the proposed revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino’s rental assistance programs, attached hereto as Exhibit “A” and incorporated by reference herein.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SAN BERNARDINO        )        ss.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, March 17, 2025.



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Secretary

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

March 17, 2025

**FROM**

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

**SUBJECT**

Collection Losses for Delinquent Accounts of Housing Services Programs for the month of December 2024.

**RECOMMENDATION(S)**

Approve the write-off of delinquent accounts for the Housing Services Programs as collection losses for the month of December 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 write-off of these accounts receivable for December 2024 is \$1,868.00. Each year, the Housing Authority budgets for these types of write-offs as a provision for bad debt.

**BACKGROUND INFORMATION**

The Housing Authority of the County of San Bernardino (HACSB or Housing Authority) maintains repayment agreements with participating tenants and collections efforts with landlords. The tenant repayment agreements are the result of unreported income or unauthorized household members, and the landlord collections are typically due to Housing Assistance Payments being paid after an assisted tenant vacated the premises without notice. When a tenant or landlord leaves program participation owing money to HACSB, the Housing Authority continues collection efforts. If collection efforts fail, the debt is referred to the collection agency, and tenant debts are reported to the U.S. Department of Housing and Urban Development's (HUD's) debts owed system. Housing authorities have access to HUD's debts owed system to identify applicants who owe money to other housing authorities. Repayment of the debt is a condition of admission to the program.

As a part of the collection process, Board of Commissioners (Board) approval is needed prior to submitting delinquent accounts to the collection agency on an as needed basis. This is consistent with the procedures followed for vacated tenant accounts for the Authority Owned Portfolio.

All the debts listed are from former program participants where the Housing Authority's efforts to collect the remaining balances were unsuccessful. The total write-off for tenant participants as of December 2024 is \$1,868.00. This figure represents past tenants who entered into repayment agreements but whose balances remain uncollected. These accounts will be referred to a collection agency for further action. Attached is a report that itemizes the individual accounts.

**PROCUREMENT**

Not applicable

Collection Losses for Delinquent Accounts of Housing Services Programs for the month of  
December 2024  
March 17, 2025

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 6, 2025.

**Housing Authority of the County of San Bernardino**  
**COLLECTION WRITE-OFFS: HOUSING SERVICES PROGRAMS**

**Former Program Participants**

Program	Tenant Code	Last Name	First Name	TPA#	Start Month	Total Repayment Amount	Total Amount Received	Total Remaining	Status	Delinquency Date	Tenant Status
<b>310300 - MTW Program</b>											
310300		P	S	495	Sep-13	\$ 4,003.00	\$ 2,800.00	\$ 1,203.00	Delinquent	12/2024	Past
<b>390000 - Emergency Housing Vouchers</b>											
390000		A	J	669	Sep-22	\$ 1,036.00	\$ 371.00	\$ 665.00	Delinquent	12/2024	Past
<b>TOTAL:</b>											
						\$ 5,039.00	\$ 3,171.00	\$ 1,868.00			

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

**March 17, 2025**

**FROM**

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

**SUBJECT**

Appropriations Increase for Temporary Employment Services – Maintenance

**RECOMMENDATION(S)**

1. Approve an increase in appropriations, effective March 18, 2025, for temporary employment services – maintenance in the amount of \$200,000 for an overall amount not to exceed \$600,000.
2. Approve Amendment No. 1 to Contract No. PC1314, effective March 18, 2025, for temporary employment services – maintenance with AtWork Personnel Services and HB Staffing to exercise the first option year through June 30, 2026.

(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**

The total amount for all maintenance services temporary help is not expected to exceed \$600,000 through June 30, 2026, which is funded by the Housing Authority of the County of San Bernardino's (HACSB) property operations.

**BACKGROUND INFORMATION**

HACSB has the need from time to time to provide temporary employees to work in various HACSB offices/facilities, on an as-needed basis to augment current staff, provide staffing for employees who are out on approved leave, and for staffing vacancies. The maintenance positions that are in need are General Laborer/Porter and Maintenance Technician. To provide a pool of qualified candidates, HACSB requires the services of temporary staffing firms to provide temporary employees. Due to the increase in vacant maintenance positions, temporary maintenance staff needs have increased.

**PROCUREMENT**

On March 15, 2023, HACSB issued a Request for Proposal (RFP) PC1314 for Temporary Employment Services – Maintenance which resulted in the receipt of six (6) proposals. Outreach efforts included advertisements in local newspapers, email invitations, posting on our electronic bidding website, Planet Bids, and posting on the agency website. The proposals were evaluated per the requirements of the RFP in which AtWork Personnel Services and HB Staffing were deemed reasonably priced, considered responsive, and determined qualified to provide this service to HACSB.

Appropriations Increase for Temp Help Services – Maintenance  
March 17, 2025

On July 1, 2023, contracts with AtWork Personnel Services and HB Staffing for temporary help services – maintenance were executed on a fee schedule for a two-year base term through June 30, 2025, with options to extend for up to three years through June 30, 2028.

On August 13, 2024, the Board of Commissioners of the Housing Authority of the County of San Bernardino approved an increase in appropriations of funds in the amount of \$150,000 for an overall amount not to exceed \$400,000 through June 30, 2025.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 10, 2025.



**AMENDMENT #1 TO CONTRACT FOR TEMP HELP SERVICES - MAINTENANCE  
(PC1314)**

**BETWEEN**

**THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

**And**

**ATWORK PERSONNEL SERVICES**

This Amendment No. 1 (“First Amendment”), dated March 18, 2025 (“Effective Date”), to Agreement for Temporary Help Services - Maintenance (PC1314), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, (“Authority”) and AtWork Personnel Services (“Contractor”).

**RECITALS**

**WHEREAS**, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated July 1, 2023 relating to Temp Help Services - Maintenance (“Agreement”) per fee schedule listed in the original Exhibit A;

**WHEREAS**, the Authority and Contractor now wish to enter into this First Amendment to the Agreement to exercise the first option year through June 30, 2026 and increase the aggregate contract amount.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE**, the foregoing Recitals being true and correct, and in consideration of the mutual covenants and obligations contained in this First Amendment by the parties and other consideration, the sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows:

**Section 1.** Article 3 of the Agreement is hereby amended to extend the term for an additional one (1) year and expiring on June 30, 2026. Except as so amended, the other provisions of Article 3 shall remain unmodified and in full force and effect.

**Section 2.** Article 4 of the Agreement, entitled “Price” is hereby amended to increase the aggregate amount payable to Contractor for the provision of the work based on the fee schedule as shown on Exhibit “A-1”. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

**Section 3.** Continuing Effect of Agreement. Except as amended by this First Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this First Amendment.

**Section 4.** Affirmation of Agreement; Warranty Re Absence of Defaults. Authority and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, as amended. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than by way of this First Amendment as provided herein. Each party represents and warrants to the other that the Agreement, as amended by this First Amendment, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Authority that, as of the date of this First Amendment, Authority is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Authority represents and warrants to Consultant that, as of the date of this First Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**Section 5.** Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

**Section 6.** Authorization. The persons executing this First Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment, and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and AtWork Personnel Services hereby execute this First Amendment.

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**ATWORK PERSONNEL SERVICES**

**HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Maria Razo

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A-1

**Schedule Dates:**

Effective Date: March 17, 2025

Completion Date: June 30, 2026

**Fee Schedule:**

Position Title	Description of duties	Vendor Position Title	Pay Rate *	Bill Rate**
<b>MAINTENANCE STAFF</b>				
General Laborer/Porter	Painting, clean-up of grounds, etc.	General Laborer/Porter	\$19.71/hr	\$30.55/hr
Maintenance Technician	Basic electrical, plumbing duties, etc.	Maintenance Technician	\$29.87/hr	\$46.30/hr

**\*INCLUDES FRINGE.**

**\*\* INLCUDES A 4% AFFORDABLE CARE ACT (ACA) SURCHARGE.**

**Conversion hours' matrix:**

Hours of Service by Temp Employee	Conversion Fee Based on Annual Salary
0 - 160 hours	15 %
161 - 320 hours	12 %
321 - 520 hours	10 %
521+ hours	No Conversion Fee



**AMENDMENT #1 TO CONTRACT FOR TEMP HELP SERVICES - MAINTENANCE  
(PC1314)**

**BETWEEN**

**THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

**And**

**CATHYJON ENTERPRISES, INC. DBA HB STAFFING**

This Amendment No. 1 (“First Amendment”), dated March 18, 2025 (“Effective Date”), to Agreement for Temp Help Services - Maintenance (PC1314), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, (“Authority”) and CathyJon Enterprises, Inc., DBA HB Staffing (“Contractor”).

**RECITALS**

**WHEREAS**, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated July 1, 2023 relating to Temporary Help Services - Maintenance (“Agreement”) per fee schedule listed in the original Exhibit A;

**WHEREAS**, the Authority and Contractor now wish to enter into this First Amendment to the Agreement to exercise the first option year through June 30, 2026 and increase the aggregate contract amount.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE**, the foregoing Recitals being true and correct, and in consideration of the mutual covenants and obligations contained in this First Amendment by the parties and other consideration, the sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows:

**Section 1.** Article 3 of the Agreement is hereby amended to extend the term for an additional one (1) year and expiring on June 30, 2026. Except as so amended, the other provisions of Article 3 shall remain unmodified and in full force and effect.

**Section 2.** Article 4 of the Agreement, entitled “Price” is hereby amended to increase the aggregate amount payable to Contractor for the provision of the work based on the fee schedule as shown on Exhibit “A-1”. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

**Section 3.** Continuing Effect of Agreement. Except as amended by this First Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this First Amendment.

**Section 4.** Affirmation of Agreement; Warranty Re Absence of Defaults. Authority and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, as amended. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than by way of this First Amendment as provided herein. Each party represents and warrants to the other that the Agreement, as amended by this First Amendment, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Authority that, as of the date of this First Amendment, Authority is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Authority represents and warrants to Consultant that, as of the date of this First Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**Section 5.** Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

**Section 6.** Authorization. The persons executing this First Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment, and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and CathyJon Enterprises, Inc. DBA HB Staffing hereby execute this First Amendment.

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**CATHYJON ENTERPRISES, INC.  
DBA HB STAFFING**

**HOUSING AUTHORITY OF THE COUNTY OF  
SAN BERNARDINO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Maria Razo

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A-1

**Schedule Dates:**

Effective Date: March 17, 2025

Completion Date: June 30, 2026

Fee Schedule:

Position Title	Description of Duties	Vendor Position Title	Pay Rate	Bill Rate
<b>MAINTENANCE STAFF</b>				
<b>General Laborer/Porter</b>	Painting, clean-up of grounds, etc.	General Laborer/Porter	\$21.00	\$32.82
<b>Maintenance Technician</b>	Basic electrical, plumbing duties, etc.	Maintenance Technician	\$31.00	\$48.45

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

March 17, 2025

**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 HACSB Andalusia Apartments, LLC for No Child Left Unsheltered Program

**RECOMMENDATION(S)**

1. Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with HACSB Andalusia Apartments, LLC for nine No Child Left Unsheltered Program units, for an additional one-year period from April 1, 2025 through March 31, 2026.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to HACSB Andalusia Apartments, 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 are included in the Fiscal Year 2025 budget and will be included in the proposed FY 2026 budget. The PBV HAP contract is funded under the Housing Choice Voucher (HCV) program, which is administered by HACSB on behalf of the United States Department of Housing and Urban Development (HUD).

**BACKGROUND INFORMATION**

On April 1, 2015, HACSB entered into PBV HAP contracts for several properties with the purpose of housing families with children that were homeless under the No Child Left Unsheltered (NCLU) program. The NCLU program was approved by the United States Department of Housing and Urban Development as Activity 23 within the Fiscal Year 2024 Moving to Work Annual Plan. The NCLU program aims to end homelessness of unsheltered families with children in San Bernardino County, with special attention to the education and well-being of the children and overall stabilization of the family. NCLU provides housing assistance administered by HACSB along with supportive services that are provided in-kind through a partnership with the County of San Bernardino's Department of Behavioral Health. Third party research is being conducted by Loma

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with HACSB Andalusia Apartments, LLC for No Child Left Unsheltered Program  
March 17, 2025

Linda University. The MTW activity specified that up to 40 PBV units would be designated for the NCLU program. 10 HACSB properties, including Andalusia Apartments, were identified and placed under PBV HAP contracts. 20 tenant-based vouchers were later added to the activity.

After evaluating the effectiveness of the program, in 2018 the MTW activity was amended to specify that the 60 NCLU units could be any combination of PBV or tenant-based voucher units. This change was made to address the timing difficulties related to matching program referrals to vacant units. Often a referral was received but no PBV unit was available, or a vacancy would occur but there was no referral to fill it. Additionally, homeless families, who had already experienced significant disruption, were having to move to unfamiliar communities and change schools based on PBV unit availability. As PBV contracts expire, staff are transitioning this program from PBVs to tenant-based to expand housing opportunities for program participants.

The Andalusia Apartments PBV HAP contract is set to expire March 31, 2025. Allowing the contract to expire provides an opportunity to address the challenges identified with the use of PBVs. Thus, staff determined that the PBV HAP contract should not be renewed. All NCLU households were provided 12-month notices that they would be transitioned to tenant-based vouchers on April 1, 2025. Further, the participants were informed that they would not be required to move and could use the rental assistance in their current units.

However, under the terms of the property's loan agreement, HACSB must receive Freddie Mac approval for non-renewal of the PBV HAP contract. Approval is pending and may take several more months. An extension of the proposed contract for an additional one-year period effective April 1, 2025 through March 31, 2026 is needed to accommodate Freddie Mac's review process.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 5, 2025.



**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**

**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:

\_\_\_\_\_ ( PHA) and

\_\_\_\_\_ (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:

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Previous editions are obsolete

**Project-Based Voucher Program  
HAP Contract for Existing Housing**

**HUD 52530B Page - 1 of Part 1  
(04/2023)**

- 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:  
\_\_\_\_\_.
- 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:  
\_\_\_\_\_.
- 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:

\_\_\_\_\_.

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:

\_\_\_\_\_.

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:

\_\_\_\_\_.

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).

<b>PUBLIC HOUSING AGENCY (PHA)</b>
<b>Name of PHA (Print)</b>
<b>By:</b>
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b>
<b>Name of Owner (Print)</b>
<b>By:</b>
Signature of authorized representative
Name and official title (Print)
Date

Previous editions are obsolete



**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
-

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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**Project-Based Voucher Program  
HAP Contract for Existing Housing**

Previous editions are obsolete

**HUD 52530B Page - 9 of Part 2  
(4/2023)**

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 168 units within the properties identified in this HAP Contract, of which 9 will be covered by this HAP Contract. The contract units will be floating units by bedroom size at the locations detailed in the chart below.

<b>Development</b>	<b>Address</b>	<b>City/State/ Zip</b>	<b># of 2-bd</b>	<b>2-bd Contract Rent*</b>	<b># of 3-bd</b>	<b>3-bd Contract Rent*</b>
Andalusia	13520 Third Avenue #102 - #4202	Victorville / CA / 92395	5	\$1,800	4	\$2,338

\*Contract rents are subject to change at contract anniversary date.

**EXHIBIT B**

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

- Ceiling fans
- Dishwasher
- Garbage disposal
- Washer/dryer
- Microwave
- Pool
- Refrigerator
- Stove
- Gated community
- Central air and heat
- 1 car garage
- Balcony (some units)

**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**

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

- Water
- Sewer
- Trash
- Range
- Refrigerator

Utilities to be Paid by the Tenants:

- Gas
- Electricity



**EXHIBIT D**

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

- Handicap parking spaces
- Van accessible parking
- Laundry facilities equipped with accessible washer and dryer
- Accessible units listed below have wide doorways, roll-in showers, roll-up sinks, and ramps to the front door.

#102	#702	#1302	#1902	#2502	#3102	#3702
#202	#802	#1402	#2002	#2602	#3202	#3802
#302	#902	#1502	#2102	#2702	#3302	#3902
#402	#1002	#1602	#2202	#2802	#3402	#4002
#502	#1102	#1702	#2302	#2902	#3502	#4102
#602	#1202	#1802	#2402	#3002	#3602	#4202

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

**March 17, 2025**

**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 HACSB Hampton Court, LLC for the No Child Left Unsheltered Program

**RECOMMENDATION(S)**

1. Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with HACSB Hampton Court, LLC for four No Child Left Unsheltered Program units, for an additional one-year period from April 1, 2025 through March 31, 2026.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to HACSB Hampton Court, 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 are included in the Fiscal Year 2025 budget and will be included in the proposed FY 2026 budget. The PBV HAP contract is funded under the Housing Choice Voucher (HCV) program, which is administered by HACSB on behalf of the United States Department of Housing and Urban Development (HUD).

**BACKGROUND INFORMATION**

On April 1, 2015, HACSB entered into PBV HAP contracts for several properties with the purpose of housing families with children that were homeless under the No Child Left Unsheltered (NCLU) program. The NCLU program was approved by the United States Department of Housing and Urban Development as Activity 23 within the Fiscal Year 2024 Moving to Work Annual Plan. The NCLU program aims to end homelessness of unsheltered families with children in San Bernardino County, with special attention to the education and well-being of the children and overall stabilization of the family. NCLU provides housing assistance administered by HACSB along with supportive services that are provided in-kind through a partnership with the County of San Bernardino's Department of Behavioral Health. Third party research is being conducted by Loma Linda University. The MTW activity specified that up to 40PBV units would be designated for the

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with HACSB Hampton Court, LLC for the No Child Left Unsheltered Program  
March 17, 2025

NCLU program. 10 HACSB properties, including Hampton Court, were identified and placed under PBV HAP contracts. 20 tenant-based vouchers were later added to the activity.

After evaluating the effectiveness of the program, in 2018 the MTW activity was amended to specify that the 60 NCLU units could be any combination of PBV or tenant-based voucher units. This change was made to address the timing difficulties related to matching program referrals to vacant units. Often a referral was received but no PBV unit was available, or a vacancy would occur but there was no referral to fill it. Additionally, homeless families, who had already experienced significant disruption, had to move to unfamiliar communities and change schools based on PBV unit availability. As PBV contracts expire, staff are transitioning this program from PBVs to tenant-based to expand housing opportunities for program participants.

The Hampton Court PBV HAP contract is set to expire March 31, 2025. Allowing the contract to expire provides an opportunity to address the challenges identified with the use of PBVs. Thus, staff determined that the PBV HAP contract should not be renewed. All NCLU households were provided 12-month notices that they would be transitioned to tenant-based vouchers on April 1, 2025. Further, the participants were informed that they would not be required to move and could use the rental assistance in their current units.

However, under the terms of the property's loan agreement, HACSB must receive Freddie Mac approval for non-renewal of the PBV HAP contract. Approval is pending and may take several more months. An extension of the proposed contract for an additional one-year period effective April 1, 2025 through March 31, 2026 is needed to accommodate Freddie Mac's review process.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 5, 2025.

**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**

**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:

\_\_\_\_\_ ( PHA) and

\_\_\_\_\_ (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:

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Previous editions are obsolete

**Project-Based Voucher Program  
HAP Contract for Existing Housing**

**HUD 52530B Page - 1 of Part 1  
(04/2023)**

- 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:  
\_\_\_\_\_.
- 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:  
\_\_\_\_\_.
- 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:

\_\_\_\_\_.

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:

\_\_\_\_\_.

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:

\_\_\_\_\_.

- 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).

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

Previous editions are obsolete

**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
-

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

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 24 units within the properties identified in this HAP Contract, of which 4 will be covered by this HAP Contract. The contract units will be floating units by bedroom size at the locations detailed in the chart below.

<b>Development</b>	<b>Address</b>	<b>City/State/ Zip</b>	<b># of 2-bd</b>	<b>2-bd Contract Rent*</b>	<b># of 3-bd</b>	<b>3-bd Contract Rent</b>
Hampton Court Apartments	508 The Terrace Avenue #1 - #24	Redlands / CA / 92374	4	\$1,650	n/a	n/a

\*Contract rent is subject to change at contract anniversary date.

**EXHIBIT B**

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

- Ceiling fans
- Garbage disposal
- Pool
- Stove
- Stackable washer and dryer
- Onsite laundry
- Window/wall air and heat
- Covered parking

**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**

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

- Range

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Water
- Sewer
- Trash
- Refrigerator

**EXHIBIT D**

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

- Handicap parking spaces
- Van accessible parking
- Laundry facilities equipped with accessible washer and dryer

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

March 17, 2025

**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 HACSB Sunset Gardens Apartments, LLC for the No Child Left Unsheltered Program

**RECOMMENDATION(S)**

1. Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with HACSB Sunset Gardens Apartments, LLC for four No Child Left Unsheltered Program units, for an additional one-year period from April 1, 2025 through March 31, 2026.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to HACSB Sunset Gardens Apartments, 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 are included in the Fiscal Year 2025 budget and will be included in the proposed FY 2026 budget. The PBV HAP contract is funded under the Housing Choice Voucher (HCV) program, which is administered by HACSB on behalf of the United States Department of Housing and Urban Development (HUD).

**BACKGROUND INFORMATION**

On April 1, 2015, HACSB entered into PBV HAP contracts for several properties with the purpose of housing families with children that were homeless under the No Child Left Unsheltered (NCLU) program. The NCLU program was approved by the United States Department of Housing and Urban Development as Activity 23 within the Fiscal Year 2024 Moving to Work Annual Plan. The NCLU program aims to end homelessness of unsheltered families with children in San Bernardino County, with special attention to the education and well-being of the children and overall stabilization of the family. NCLU provides housing assistance administered by HACSB along with supportive services that are provided in-kind through a partnership with the County of San Bernardino's Department of Behavioral Health. Third party research is being conducted by Loma

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with HACSB Sunset Gardens Apartments, LLC for the No Child Left Unsheltered Program  
March 17, 2025

Linda University. The MTW activity specified that up to 40 PBV units would be designated for the NCLU program. 10 HACSB properties, including Sunset Gardens Apartments, were identified and placed under PBV HAP contracts. 20 tenant-based vouchers were later added to the activity.

After evaluating the effectiveness of the program, in 2018 the MTW activity was amended to specify that the 60 NCLU units could be any combination of PBV or tenant-based voucher units. This change was made to address the timing difficulties related to matching program referrals to vacant units. Often a referral was received but no PBV unit was available, or a vacancy would occur but there was no referral to fill it. Additionally, homeless families, who had already experienced significant disruption, were having to move to unfamiliar communities and change schools based on PBV unit availability. As PBV contracts expire, staff are transitioning this program from PBVs to tenant-based to expand housing opportunities for program participants.

The Sunset Gardens Apartments PBV HAP contract is set to expire March 31, 2025. Allowing the contract to expire provides an opportunity to address the challenges identified with the use of PBVs. Thus, staff determined that the PBV HAP contract should not be renewed. All NCLU households were provided 12-month notices that they would be transitioned to tenant-based vouchers on April 1, 2025. Further, the participants were informed that they would not be required to move and could use the rental assistance in their current units.

However, under the terms of the property's loan agreement, HACSB must receive Freddie Mac approval for non-renewal of the PBV HAP contract. Approval is pending and may take several more months. An extension of the proposed contract for an additional one-year period effective April 1, 2025 through March 31, 2026 is needed to accommodate Freddie Mac's review process.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 5, 2025.

**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**

**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:

\_\_\_\_\_ ( PHA) and  
\_\_\_\_\_ (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:  
\_\_\_\_\_.
- 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:  
\_\_\_\_\_.
- 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:

\_\_\_\_\_.

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:

\_\_\_\_\_.

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:  
  
\_\_\_\_\_.
  - 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).

<b>PUBLIC HOUSING AGENCY (PHA)</b>
<b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b>
<b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

Previous editions are obsolete

**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
-

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

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 39 units within the properties identified in this HAP Contract, of which 26 will be covered by this HAP Contract. The contract units will be floating units by bedroom size at the locations detailed in the chart below.

<b>Development</b>	<b>Address</b>	<b>City/State/ Zip</b>	<b># of 2-bd</b>	<b>2-bd Contract Rent*</b>	<b># of 3-bd</b>	<b>3-bd Contract Rent</b>
Sunset Gardens	12296 4 <sup>th</sup> Street #1 - #39	Yucaipa / CA / 92399	4	\$1,650	n/a	n/a

\*Contract rent is subject to change at contract anniversary date.

**EXHIBIT B**

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

- Ceiling fans
- Dishwasher
- Garbage disposal
- Washer and dryer hookups
- Pool
- Stove
- Central air and heat
- Covered parking

**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**

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

- Water
- Sewer
- Trash
- Range

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**

- Handicap parking spaces
- Van accessible parking

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

Month 17, 2025

**FROM**

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

**SUBJECT**

Contract for Fuel and Fleet Maintenance of Agency Vehicles with San Bernardino County Fleet Management Department

**RECOMMENDATION(S)**

1. Approve Contract PC1393, effective April 29, 2025, with San Bernardino County's Fleet Management Department in an amount not to exceed \$495,000, for a three-year base period through April 29, 2028, with options to extend the contract for up to two single-year extensions through April 29, 2030.
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.

(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**

The amount is not expected to exceed \$495,000 for the initial three-year base period and is funded by the Housing Authority of the County of San Bernardino's (HACSB) property operations.

**BACKGROUND INFORMATION**

HACSB is currently contracted with San Bernardino County's (County) Fleet Management Department for vehicle repairs and gasoline purchases for all HACSB vehicles. The County owns and operates 22 different fueling and repair sites located throughout the county, which allows them to provide services in a very timely and effective manner. HACSB owns a fleet of over 40 vehicles of various makes and models, most of which are used within our maintenance department and are needed to maintain approximately 1,300 affordable housing units. HACSB utilizes the County's Fleet Management Department for routine maintenance services that are scheduled at appropriate intervals, towing services as needed, and non-routine repair services as needed to maintain our vehicle fleet throughout the county.

**PROCUREMENT**

Per the HACSB Procurement Policy, "Competitive Exceptions – Cooperative Intergovernmental Agreements: Consistent with the requirements of 2 CFR Part 200.318 and in order to promote efficiency and competition in the procurement of goods and services, HACSB may enter into agreements with other government agencies and regional or national intergovernmental



Contract for Fuel and Fleet Maintenance of Agency Vehicles with San Bernardino County Fleet Management Department  
March 17, 2025

purchasing networks or associations. The purpose of a cooperative intergovernmental agreement is to take advantage of a competitive selection process already conducted by another agency and thus save HACSB the time and expense in conducting its own selection process.

The Procurement and Contracts department conducted a cost analysis to ensure service rates and fuel costs are competitive and the best value for the agency.

On October 8, 2024, the Board of Commissioners of the Housing Authority of the County of San Bernardino approved an Intergovernmental Agreement with the County's Purchasing Department for use of procured goods and services offered through the County from October 22, 2024, through October 21, 2029.

The County's Fleet Management Department board item for this contract is scheduled to be reviewed and approved by the San Bernardino County Board of Supervisors at the April 29, 2025 meeting.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 6, 2025.



Contract Number

\_\_\_\_\_

SAP Number

\_\_\_\_\_

## Fleet Management Department

<b>Department Contract Representative</b>	Mark McCullough, Director
Telephone Number	(909) 387-7870

<b>Contractor</b>	Housing Authority of the County of San Bernardino
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<b>Contractor Representative</b>	Lucy Leslie
<b>Telephone Number</b>	909-993-5023

<b>Contract Term</b>	April 29, 2025 - April 29, 2028, option for (2) one-year extensions
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<b>Original Contract Amount</b>	_____
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<b>Amendment Amount</b>	_____
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<b>Total Contract Amount</b>	_____
------------------------------	-------

<b>Cost Center</b>	_____
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**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS,** Customer requests vehicle maintenance, repair, fueling services, and/or Motor Pool rental/lease of vehicles; AND

**WHEREAS,** the County is qualified to provide these services; AND

**WHEREAS,** Customer desires that such services be provided by the County and the County agrees to perform these services as set forth below;

**NOW, THEREFORE,** the parties hereto enter into this Contract as a full statement of their respective responsibilities during the term of this Contract, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

## **I. COUNTY RESPONSIBILITIES**

- a. The County shall provide maintenance and repair services as requested by Customer.
- b. The County shall create, update and provide a schedule of vehicles due for maintenance. Current schedule and levels of service are published in Exhibit A
- c. Vehicle service schedules may be modified by the Customer at any time.
- d. Customer shall have access to all County fueling sites open to County vehicles. A list of fueling sites will be provided. The County will assign each of the Customer's driver a "PIN" to be used when obtaining fuel from the County.
- e. The County shall provide an updated list of costs (rates) of services as soon as practical after Board of Supervisor's approval. New annual rates become effective on July 1, of each year. The current fee schedule is provided in Exhibit B.

## **II. CUSTOMER RESPONSIBILITIES**

- a. Customer shall provide a list of assigned vehicles annually, or as changes occur, so that service schedules and vehicle records can be created.
- b. Customer shall provide a list of authorized drivers to purchase fuel annually, or as changes occur, so that PINs may be assigned.

## **III. GENERAL CONTRACT REQUIREMENTS**

- a. Legality and Severability

The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

- b. Primary Point of Contact

Customer will designate an individual to serve as the primary point of contact for the Contract. The Customer must respond to County inquiries within two (2) business days. The Customer shall not change the primary contact without written acknowledgement to the County. The Customer will also designate a back-up point of contact in the event the primary contact is not available.

- c. Agreement Authorization

Customer warrants and represents that the individual signing this agreement is a properly authorized representative of the Customer and has the full power and authority to enter into this contract on the Customer's behalf.

- d. Assignment

This agreement, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.

- e. Agreement Modification

Both parties agree that any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of the Customer and the County.

f. Mutual Covenants

The parties to this Contract mutually agree to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

g. Contract Exclusivity

This is not an exclusive Contract. Customer reserves the right to enter into a contract with other contractors for the same or similar services. The Customer does not guarantee or represent that the County will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

h. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the County shall notify the Customer within one (1) working day, by telephone.

i. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

j. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

k. Informal Dispute Resolution

In the event the Customer determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

l. Records

The County shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

#### **IV. TERM OF CONTRACT**

This Contract shall be effective for a one (3) year term, commencing on the execution of the Contract by both parties and shall be extended for single or multiple year extension options for a maximum of five (5) years. However, this contract may be terminated at any time, with or without cause, by either party after giving the other party thirty (30) days advance written notice of its intention to terminate.

Written notice issued pursuant to this section by the Director of Fleet Management on behalf of the County shall be sent registered mail to the Customer contact. Written notice issued pursuant to this section by the Customer shall be sent registered mail to the Director of Fleet Management.

Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the County for services rendered and expenses reasonably incurred prior to the effective date of termination.

Upon receipt of termination notice, the County shall promptly discontinue services unless the notice directs otherwise. The County shall deliver promptly to Customer and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

## **V. FISCAL PROVISIONS**

- a. The total dollar amount of this contract will be determined by the total number and nature of the services provided to the Customer by the County. There is no guaranteed maximum or minimum number of requests to be made under this contract.
- b. Customer will be invoiced monthly for maintenance and repair services based on the most current rates established by the County, updated July 1st, of each year, as in Exhibit B. The County will provide a monthly invoice showing a breakdown of charges per vehicle and detailed work orders upon request.
- c. Customer shall remit full payment to the County within sixty (60) days of receipt of invoice from the County.
- d. Checks shall be made payable to:

County of San Bernardino  
Fleet Management Department  
210 N. Lena Road  
  
San Bernardino, CA 92415-0842

- e. Late payment of any invoiced amount by a Customer will cause the County to incur additional accounting costs such as follow-up and processing of delinquent notices. The late charge assessed shall be fixed at three-quarters of one percent (0.75%) of the past amount(s) due plus \$100.00 for late payments made within thirty (30) days of the payment due date. An additional charge of \$100.00 and three-quarters of one percent (0.75) of the past due amount(s) shall be added for each additional thirty (30) day period that the balance remains unpaid.
- f. An invoice remaining unpaid ninety (90) days or more after the invoice date may be referred for debt collection and the County may immediately terminate delivery of all services. All "collection costs" incurred by the County shall be recouped from the Customer. Collection costs charged to the Customer are not a reimbursable expenditure under the contract.

## **VI. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

- a. Contractor and County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.
- b. Neither County nor any officer or employee of County shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Contractor under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Contractor under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Contractor shall fully indemnify, defend and hold County harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of Contractor

under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Contractor under this Agreement.

c. Neither Contractor nor any officer or employee of Contractor shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of County under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of County under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, County shall fully indemnify, defend and hold Contractor harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of County under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of County under this Agreement.

d. In the event Contractor and/or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, Contractor and/or County shall indemnify the other to the extent of its comparative fault.

e. County and Contractor agree to waive all rights of subrogation against each other.

#### **RIGHT TO MONITOR AND AUDIT**

I. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the County in the delivery of services provided under this Contract.

#### **VII. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
Fleet Management Department  
210 Lena Road  
San Bernardino, CA 92415

*Housing Authority of the County of San  
Bernardino  
715 E. Brier Dr.  
San Bernardino, CA 92408*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

#### **VIII. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive contract between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this contract not expressly set forth herein are of no force or effect. This contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this contract and signs the same of its own free will.

#### **IX. CONCLUSION**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

▶  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____ County Counsel	▶ _____	▶ _____
Date _____	Date _____	Date _____



# EXHIBIT A

## MAINTENANCE SCHEDULES & SCOPE OF WORK

These levels of service are available to all light duty vehicle customers of the Automotive Shop and Service Centers. Customer will determine exact service intervals.

### 1. **PM A-**

- a. Change oil and filter
- b. Lubricate and inspect:
  - i. Front suspension
  - ii. Driveline
  - iii. Steering
  - iv. Hinges
  - v. Brake and shift linkage
- c. Inspect/ Correct
  - i. Fluid levels
  - ii. Drive belts
  - iii. Hoses
  - iv. Lights
  - v. Horn
  - vi. Exhaust system
  - vii. Tires & tire pressure
- d. Safety Inspection
- e. Visual brake inspection with wheels off (passenger vans and buses)

### 2. **PM B - PM A plus:**

- a. Inspect/ replace air filter
- b. Inspect brakes with wheels off (all vehicles)
- c. Rotate tires
- d. Load test battery with carbon pile
- e. Inspect front hubs (4WD)

### 3. **PM C - PM A-8 plus:**

- a. Inspect all lines and hoses for the fuel, brake and coolant systems
- b. Replace fuel filter (if applicable)
- c. Clean, inspect and repack all non-drive wheel bearings (if applicable)
- d. Clean, inspect and repack Front wheel bearings and locking hubs (4WD)
- e. Service automatic transmission fluid and filter
- f. Service Automatic transfer case (4WD)

### 4. **PM D - PM A-8-C plus:**

- a. Service to cooling system
  - i. Inspect hoses
  - ii. Replace thermostat
  - iii. Pressure test system and cap
  - iv. Replace coolant
- b. Service manual transmission fluid
- c. Service front differential fluid (4WD)
- d. Service rear differential fluid
- e. Service manual transfer case fluid (4WD)

# EXHIBIT B

## FEE SCHEDULES & ADMINISTRATION INFORMATION

Fee Schedule Effective 7/1/2024-6/30/2025

	<b>LABOR LD &amp; HD/HR</b>	<b>PARTS</b>	<b>GASOLINE</b>	<b>DIESEL</b>	<b>CARWASH</b>
<b>Cost</b>	\$119 / \$138	Cost+ 42%	Cost+ \$0.44	Cost+ \$0.44	\$12.00
<b>Warranty</b>	90 Days	90 Days	N/A	N/A	N/A

### Fleet Management Emergency Phone Roster

Auto Shop		(909) 387-7859
Administrative Supervisor	Danny Shaftary	(909) 387-7812
Auto Shop Fleet Supervisor	Doug Lightfoot	(909) 387-7851
Deputy Director	Melanie Eustice	(909) 361-2367
Deputy Director	James Nguyen	(909) 831-5807
Fleet Services Manager	Tina Insana	(909) 531-3552
Fleet Superintendent	James Nguyen	(909) 831-5807
Fleet Superintendent	Craig Donovan	(909) 677-6224
Generator Shop Fleet Superintendent	Jeff Lawver	(909) 831-8878
Heavy Shop Fleet Supervisor	Brian Hatley	(909) 387-7865

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

March 17, 2025

**FROM**

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

**SUBJECT**

Meeting Minutes for the Special Meeting Held on February 18, 2025

**RECOMMENDATION(S)**

Approve the meeting minutes for the special meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on February 18, 2025.  
(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) Special Meeting took place on February 18, 2025, 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 March 12, 2025.

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
February 18, 2025**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met for the annual meeting at the Administration Office, at 715 East Brier Drive, San Bernardino, California at 3:02 p.m. on February 18, 2025.

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 Miller  
Commissioner Thomas

Also in attendance were Maria Razo, Executive Director; Rishad Mitha, Deputy Executive Director; Kristin Maithonis, Director of Housing Services; Nicole Beydler, Director of Policy and Communications; Jesse Diaz, Director of Business Services; Jennifer Dawson, Director of Administrative Services; Shamira Shirley, Management Analyst; George Silva, Family Empowerment Services Manager; Lucy Leslie, Director of Housing Communities; Edgar Solano, Real Estate Services Specialist; John Moore, Director of Development; Renee Kangas, Sr. Management Analyst; Daisy Villalobos, Data Specialist; 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 February 18, 2025, agenda. The request to reposition Agenda Item number 5,– the board building presentation for February 18, 2025, highlights of the Housing Authority of the County of San Bernardino’s FY 2024 Moving to Work Annual Report to follow the Consent Calendar.

**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.

Executive Director provided the Executive Director’s Report.

Discussion amongst the Board of Commissioners took place regarding the Executive Director’s Report for February 18, 2025.

**6) Amendment with CohnReznick, LLP for Financial Audit Services**

Discussion calendar item number 6, to 1) Approve Amendment No. 3 to contract No. PC1154, effective March 3, 2025, with CohnReznick, LLP for Financial Audit Services to increase the current contract amount by \$63,190 for a total contract amount not to exceed \$558,990 through August 11, 2025, 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 explained the item.

Commissioner Miller moved to approve discussion calendar item number 6, 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 Miller  
Commissioner Thomas

Nays

**7) Contract amendment with Intergraded Security Management Group for Armed Guard Services**

Discussion calendar item number 7, to 1) Approve Amendment no.9 to contract No. PC1204, effective March 1, 2025, with Intergraded Security Management Group for Armed Guard Services increasing the current contract by \$130,325 for a total amount not to exceed \$708,861 through February 28, 2026, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Intergraded Security Management Group and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Commissioner MacDuff 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 Miller  
Commissioner Thomas

Nays

**8) Contract Amendment No.4 with the San Bernardino County Transitional Assistance Department for California Work Opportunity and Responsibility to Kids Housing Support Program Services**

Discussion calendar item number 8, to 1) Approve contract amendment No. 4 with the San Bernardino County Transitional Assistance Department for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program services increasing the amount by \$1,619,261 for a total contract amount not to exceed \$47,813,480, for the total contract period of July 1, 2020, through June 30, 2025, 2) Authorize and direct the Executive Director to execute and deliver the contract to the San Bernardino County Transitional Assistance Department and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Commissioner MacDuff moved to approve discussion calendar item number 8, as recommended by staff and Commissioner Thomas seconded the motion. Upon roll call vote, the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>
Chair-Cooper		Commissioner Miller
Vice-Chair MacDuff		
Commissioner Thomas		

**9) Contract Amendment No. 5 with Knowledge, Education for Your Success, Inc. for California Work Opportunity and Responsibility to Kids Housing Support Program Services**

Discussion calendar item number 9, to 1) Approve contract amendment No. 5 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 \$1,619,261 for a total contract amount not to exceed \$47,813,480 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.

Commissioner MacDuff moved to approve discussion calendar item number 10, as recommended by staff and Commissioner Thomas seconded the motion. Upon roll call vote, the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>
Chair-Cooper		Commissioner Miller
Vice-Chair MacDuff		
Commissioner Thomas		

**10) Temporary Construction Easement with the State of California, Department of Transportation at Valencia Grove**

Discussion calendar item number 10, to 1) Approve a temporary construction easement and right of way to the State of California Department of Transportation, to upgrade pedestrian pathways

and sidewalks to meet current Americans with Disabilities Act standards on real property owned by the Housing Authority of the County of San Bernardino, near the intersection of East Lugonia Ave. and Church Street in the city of Redlands, 2) Authorize and direct the Executive Director to execute and deliver the contract to the State of California Department of Transportation, and any other related documents, upon consultation with Legal Counsel, was requested.

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 Miller  
Commissioner Thomas

Nays

**11, 12, and 13) Consent Calendar**

Approval of the consent calendar including agenda item numbers 11-13 was requested.

Commissioner MacDuff moved to approve consent calendar agenda item numbers 11-13,

11) Approve the meeting minutes for the annual meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on January 14, 2025.

12) Approve and file Agency-wide Financial Statements through October 2024.

13) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of November 2024.

The motion was duly seconded by Commissioner Miller.

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

Ayes

Chair Cooper  
Vice-Chair MacDuff  
Commissioner Miller  
Commissioner Thomas

Nays

Abstain

**5) Board Building Presentation for February 18, 2025**

Discussion calendar item number 5, to receive the board building presentation for February 18, 2025, highlights of the Housing Authority of the County of San Bernardino's FY 2024 Moving to Work Annual Report, was requested

Executive Director explained the item.

Sr. Management Analyst, Renee Kangas, further explained the item and presented the board building presentation.

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

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

There being no other business, Commissioner Miller moved for the annual meeting of Tuesday, February 18, 2025, to be adjourned, and which motion was duly seconded by Commissioner MacDuff. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 3:56 p.m.

\_\_\_\_\_  
Beau Cooper, Chair

\_\_\_\_\_  
Cassie MacDuff, Vice Chair

\_\_\_\_\_  
Tim Johnson

\_\_\_\_\_  
Sylvia Miller

\_\_\_\_\_  
Michael Thomas

Attest:

\_\_\_\_\_  
Secretary



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

March 17, 2025

**FROM**

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

**SUBJECT**

Agency-wide Financial Statements through November 2024

**RECOMMENDATION(S)**

Approve and file Agency-wide Financial Statements through November 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 loss through November 2024 for Federal Fiscal Year (FFY) 2024-25 is (\$27,754). This net loss is currently lower than the budgeted net loss of (\$1,924,400) with a variance of \$1,896,647. A draw from HACSB HUD Held Reserves (HHR) will be used to cover the budgeted loss of \$1.9 million. Further explanation on HHR is listed in the section below.

The \$1,896,647 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 \$2.3 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 \$900,000. This was mainly due to rising rents. 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.

- Physical needs work was \$900,000 less than budgeted. This amount is reflected on the extraordinary maintenance line on the financial statements and the variance is due to delays in projects due to higher-than-expected costs and the need to value engineer or rebid said projects.
- Depreciation expenses are not budgeted and amount to \$800,000. This is not a cash transaction and is based on accrual accounting procedures required by GAAP that reduces the value of fixed assets over time. Non-cash transactions like depreciation are important and required as they impact an agency’s financial statements, but not its cash flow.

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.

<b>Financial Summary</b>	<b>FY 2025 YTD</b>
Revenues	\$42,554,494
Expenses	\$(41,757,180)
Operating Net Income/(Loss)	\$797,314
Operating Transfers/Non-Operating Items	\$(825,068)
<b>Net Income/(Loss)</b>	<b>\$(27,754)</b>

**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 monthly.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 11, 2025.

## HACSB Budget Comparison

Period = Oct 2024-Nov 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	5,937,842	5,625,572	312,269	5.55	33,745,895
Total Other Tenant Income	106,225	99,893	6,332	6.34	595,147
NET TENANT INCOME	6,044,067	5,725,465	318,601	5.56	34,341,043
GRANT INCOME					
TOTAL GRANT INCOME	35,302,782	32,818,530	2,484,252	7.57	196,976,041
OTHER INCOME					
TOTAL OTHER INCOME	1,207,646	1,275,052	-67,406	-5.29	9,007,913
TOTAL INCOME	42,554,494	39,819,047	2,735,447	6.87	240,324,996
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	1,824,835	1,663,330	-161,505	-9.71	10,044,842
ADMINISTRATIVE					
Total Administrative Salaries	2,764,137	2,985,313	221,176	7.41	18,659,130
Total Legal Expense	27,878	108,123	80,244	74.22	648,657
Total Other Admin Expenses	1,224,753	1,488,658	263,905	17.73	8,444,201
Total Miscellaneous Admin Expenses	790,457	779,149	-11,308	-1.45	3,097,127
TOTAL ADMINISTRATIVE EXPENSES	4,807,224	5,361,242	554,018	10.33	30,849,115
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	7,858	31,937	24,079	75.40	179,867
UTILITIES					
TOTAL UTILITY EXPENSES	653,665	805,945	152,280	18.89	4,839,943
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	750,772	645,861	-104,911	-16.24	3,982,483
Total Materials	285,266	193,128	-92,138	-47.71	1,152,934
Total Contract Costs	995,644	761,993	-233,651	-30.66	4,558,556
TOTAL MAINTENANCE EXPENSES	2,031,681	1,600,982	-430,699	-26.90	9,693,972
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	535,951	409,469	-126,483	-30.89	2,394,281
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	580,751	1,499,925	919,174	61.28	6,583,396
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	30,975,127	30,026,001	-949,126	-3.16	180,156,007
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	340,088	344,618	4,529	1.31	2,087,990
TOTAL OPERATING EXPENSES	41,757,181	41,743,448	-13,733	-0.03	246,829,414
<b>OPERATING NET INCOME</b>	<b>797,314</b>	<b>-1,924,400</b>	<b>2,721,714</b>	<b>141.43</b>	<b>-6,504,418</b>
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	825,068	0	-825,068	N/A	0
NET INCOME	-27,754	-1,924,400	1,896,647	98.56	-6,504,418

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

March 17, 2025

**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 December 2024

**RECOMMENDATION(S)**

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of December 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 December 31, 2024, is \$127,293.78. 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 (December 1 – December 31, 2024) are primarily for voluntary move-outs and evictions. The total write-off for the month of December 2024 is \$127,293.78, 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 December 2024  
March 17, 2025

**SUMMARY FOR HACSB- Authority Owned Properties**

<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
481172-Bighorn	1	3,789.70
481161- Colton	1	4,114.00
403 - Summit Walk	1	14,009.00
408 - Sunrise Vista	10	55,655.79
409 - Andalusia	2	7,838.00
414 - Redwood	0	-
418 - Grandview	1	7.00
423 - Mesa Gardens	1	1,425.00
425a - Sequoia	1	5,225.53
425b - Muni	0	-
428 - Charlemagne	0	-
432a - Van Leuven 14	1	596.00
437 - Sunset Gardens	1	24.00
439 - Hampton	1	5,733.63
467 - Hillcrest	0	-
490 - Northport	2	7,892.08
Concessions Write Off		-
<b>TOTAL RENT WRITE OFF</b>	<b>23</b>	<b>106,309.73</b>
Miscellaneous Charges		1,132.70
Maintenance Charges		19,638.25
Legal Charges		21,353.10
Security Deposits Applied		(21,140.00)
<b>NET TOTAL WRITE OFF</b>		<b>127,293.78</b>

**PROCUREMENT**

Not applicable

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 10, 2025.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 12/31/24

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
<b>481161- Colton</b>													
1	C	M		V	\$957	4,114.00		200.00	494.33	-	4,808.33	800.00	4,008.33
<b>TOTALS:</b>						<b>4,114.00</b>	<b>-</b>	<b>200.00</b>	<b>494.33</b>	<b>-</b>	<b>4,808.33</b>	<b>800.00</b>	<b>4,008.33</b>
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	11/07/24	Posted							12/09/24			
2													

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
<b>481172-Bighorn</b>													
1	A	L		T	513.00	1,176.00			1,235.00		2,411.00	1,081.00	1,330.00
2	C	C		E	356.00	2,439.70		638.58	1,001.00	1,915.60	5,994.88	1,055.00	4,939.88
3	G	A		V	1,043.00	174.00			2,009.00		2,183.00	1,110.00	1,073.00
<b>TOTALS:</b>						<b>3,789.70</b>	<b>-</b>	<b>638.58</b>	<b>4,245.00</b>	<b>1,915.60</b>	<b>10,588.88</b>	<b>3,246.00</b>	<b>7,342.88</b>
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 Quit	09/18/24	Posted	N/A	N/A	N		N/A	N/A	12/02/24			
2	Notice to Pay or Quit	06/11/24	Posted	07/15/24	07/30/24	N		N/A	N/A	12/04/24			
3	Intent to vacate									12/05/24			

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
<b>403 - Summit Walk</b>													
1	F	R		E	1,959.00	14,009.00	-		843.00	1,500.00	16,352.00	1,994.00	14,358.00
<b>TOTALS:</b>						<b>14,009.00</b>	<b>-</b>	<b>-</b>	<b>843.00</b>	<b>1,500.00</b>	<b>16,352.00</b>	<b>1,994.00</b>	<b>14,358.00</b>
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 rent or quit	06/28/24	Posted	08/15/24	08/26/24	N		N/A	12/03/24	12/03/24			

\*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:

12/31/24

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
<b>408 - Sunrise Vista</b>													
2	C	L							(226.27)		(226.27)		(226.27)
3	H	S		E	1,050.00	4,838.98			1,001.00	1,500.00	7,339.98	600.00	6,739.98
4	Y	C		E	907.00	7,460.18			610.00	1,500.00	9,570.18	700.00	8,870.18
5	G	A		E	997.00	10,086.19			807.08	1,500.00	12,393.27	600.00	11,793.27
6	M	B		V	1,400.00	1,490.00			567.00		2,057.00	400.00	1,657.00
7	P	D		V	1,050.00	(8.62)			641.44		632.82	600.00	32.82
8	K	N		E	1,050.00	8,144.59			700.14	1,500.00	10,344.73	1,050.00	9,294.73
9	M	R		E	981.00	8,828.00			542.00	1,500.00	10,870.00	850.00	10,020.00
10	P	J		V	1,400.00	(143.00)			342.00		199.00	100.00	99.00
11	M	L		E	1,050.00	7,503.86			720.79	1,500.00	9,724.65	600.00	9,124.65
12	B	R		E	1,050.00	7,455.61			760.79	1,500.00	9,716.40	800.00	8,916.40
<b>TOTALS:</b>						<b>55,655.79</b>	-	-	<b>6,465.97</b>	<b>10,500.00</b>	<b>72,621.76</b>	<b>6,300.00</b>	<b>66,321.76</b>

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
2	Collection on bad debt								
3	Notice to pay rent or quit	09/24/24	Posted	10/05/24	11/13/24	N		Abandoned Unit	12/10/24
4	Notice to pay rent or quit	07/22/24	Posted	08/05/24	08/29/24	Y	10/31/24	Turned in Keys	12/16/24
5	Notice to pay rent or quit	07/22/24	Posted	07/22/24	09/18/24	Y	11/21/24	Turned in Keys	12/11/24
6	Intent to Vacate								12/10/24
7	Intent to Vacate								12/02/24
8	Notice to pay rent or quit	07/22/24	Posted	07/24/24	09/20/24	N		12/10/24	12/10/24
9	Notice to pay rent or quit	07/22/24	Posted	07/22/24	08/22/24	Y	10/17/24	12/10/24	12/10/24
10	Intent to Vacate	09/02/24							12/16/24
11	Notice to pay rent or quit	07/19/24	Posted	07/22/24	10/08/24	N		12/03/24	12/03/24
12	Notice to pay rent or quit	08/07/24	Posted	08/07/24	09/30/24	N		12/03/24	12/03/24

<b>409 - Andalusia</b>													
13	C	R		E	1,769.00	3,358.00			731.25	207.50	4,296.75	2,700.00	1,596.75
14	T	J		E	1,850.00	4,480.00		75.00	1,111.82	1,230.00	6,896.82	1,900.00	4,996.82
<b>TOTALS:</b>						<b>7,838.00</b>	-	<b>75.00</b>	<b>1,843.07</b>	<b>1,437.50</b>	<b>11,193.57</b>	<b>4,600.00</b>	<b>6,593.57</b>

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
13	Notice to pay rent or quit	11/07/24	Posted	11/22/24	N/A	N			12/02/24
14	Notice to pay rent or quit	11/07/24	Posted	11/22/24	N/A	N			12/09/24

<b>414 - Redwood</b>													
15	P	J							(270.56)		(270.56)		(270.56)
<b>TOTALS:</b>						-	-	-	<b>(270.56)</b>	-	<b>(270.56)</b>	-	<b>(270.56)</b>

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
15	Payment on bad debt								

\*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:

12/31/24

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
<b>418 - Grandview</b>													
16	B	A		V	1,919.00	7.00	-	2.00	487.00		496.00	300.00	196.00
							-				-		-
					<b>TOTALS:</b>	<b>7.00</b>	<b>-</b>	<b>2.00</b>	<b>487.00</b>	<b>-</b>	<b>496.00</b>	<b>300.00</b>	<b>196.00</b>

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
16	Intent to Vacate								12/02/24

<b>423 - Mesa Gardens</b>													
17	R	W							(100.00)		(100.00)		(100.00)
18	R	C		V	1,425.00	1,425.00		75.00	1,267.00		2,767.00	400.00	2,367.00
							-	-			-		-
					<b>TOTALS:</b>	<b>1,425.00</b>	<b>-</b>	<b>75.00</b>	<b>1,167.00</b>	<b>-</b>	<b>2,667.00</b>	<b>400.00</b>	<b>2,267.00</b>

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
17	Payment on bad debt								
18	Intent to Vacate								11/30/24

<b>425a - Sequoia</b>													
19	A	C		E	875.00	5,225.53			925.02	1,500.00	7,650.55	400.00	7,250.55
							-	-			-		-
					<b>TOTALS:</b>	<b>5,225.53</b>	<b>-</b>	<b>-</b>	<b>925.02</b>	<b>1,500.00</b>	<b>7,650.55</b>	<b>400.00</b>	<b>7,250.55</b>

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
19	Notice to pay rent or quit	08/08/24	Posted	09/06/24	09/16/24	Y	10/31/24	12/18/24	12/18/24

<b>425b - Muni</b>													
20	R	R							(1,184.00)		(1,184.00)		(1,184.00)
							-	-			-		-
					<b>TOTALS:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,184.00)</b>	<b>-</b>	<b>(1,184.00)</b>	<b>-</b>	<b>(1,184.00)</b>

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
20	Adjustment to previous month write off								

\*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: 12/31/24

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
<b>428 - Charlemagne</b>													
21	G	C							(285.00)		(285.00)		(285.00)
<b>TOTALS:</b>						-	-	-	<b>(285.00)</b>	-	<b>(285.00)</b>	-	<b>(285.00)</b>

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
21	Payment on bad debt								

<b>432a - Van Leuven 14</b>													
22	P	S		V	1,051.00	596.00		50.00	1,566.00		2,212.00	500.00	1,712.00
<b>TOTALS:</b>						<b>596.00</b>	-	<b>50.00</b>	<b>1,566.00</b>	-	<b>2,212.00</b>	<b>500.00</b>	<b>1,712.00</b>

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
22	Skip								12/17/24

<b>437 - Sunset Gardens</b>													
23	S	D							(500.00)		(500.00)		(500.00)
24	D	M		E	1,650.00	24.00			805.00	1,500.00	2,329.00	600.00	1,729.00
<b>TOTALS:</b>						<b>24.00</b>	-	-	<b>305.00</b>	<b>1,500.00</b>	<b>1,829.00</b>	<b>600.00</b>	<b>1,229.00</b>

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
23	Payment on bad debt								
24	30 Day Notice	11/07/24	Posted	10/29/24	N/A	No	N/A		12/07/24

<b>439 - Hampton</b>													
25	J	P		E	1,425.00	5,733.63		92.12	350.00	1,500.00	7,675.75	800.00	6,875.75
<b>TOTALS:</b>						<b>5,733.63</b>	-	<b>92.12</b>	<b>350.00</b>	<b>1,500.00</b>	<b>7,675.75</b>	<b>800.00</b>	<b>6,875.75</b>

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
25	Notice to pay rent or quit	09/10/24	Posted	09/19/24	10/14/24	Yes	11/21/24		12/21/24

\*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: 12/31/24

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	
<b>467 - Hillcrest</b>														
26	L	G							857.67		857.67		857.67	
						<b>TOTALS:</b>	-	-	-	<b>857.67</b>	-	<b>857.67</b>	-	<b>857.67</b>

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
26	Adjustment to previous month write off								

<b>490 - Northport</b>														
27	M	C		E	1,500.00	5,968.08			626.75	1,500.00	8,094.83	-	8,094.83	
28	C	A		V	1,447.00	1,924.00			1,202.00		3,126.00	1,200.00	1,926.00	
						<b>TOTALS:</b>	7,892.08	-	-	<b>1,828.75</b>	<b>1,500.00</b>	<b>11,220.83</b>	<b>1,200.00</b>	<b>10,020.83</b>

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
27	Notice to pay rent or quit	09/26/24	Posted	10/18/24	10/18/24	11/18/24	12/19/24	Turned in keys	12/18/24
28	Notice to pay rent or quit	11/18/24	Hand	N/A				Turned in keys	12/01/24

<b>ALL PROPERTY TOTALS:</b>						<b>106,309.73</b>	-	<b>1,132.70</b>	<b>19,638.25</b>	<b>21,353.10</b>	<b>148,433.78</b>	<b>21,140.00</b>	<b>127,293.78</b>
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\*Reasons: E=Evictions S=Skip V=Voluntary T=Terminated Tenancy D=Deceased \*\*Unpaid Misc: Stipulated agreements for rent, maintenance charges, late charges, etc.