

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

TO BE HELD AT 715 EAST BRIER DRIVE  
SAN BERNARDINO, CALIFORNIA  
July 14, 2026, 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) Receive the Executive Director's Report for July 14, 2026.  
(Page 1)
- 5) Receive the board building presentation for July 14, 2026, an overview on the Housing Authority of the County of San Bernardino's Scholarship Program and an update on the U.S. Department of Housing and Urban Development's Restore Rebuild program.  
(Page 2)
- 6) Adopt Resolution No. 233 to approve:
  - a. The Housing Authority of the County of San Bernardino's Annual Moving to Work Plan for Fiscal Year 2026-2027.
  - b. The Annual Moving to Work Plan Certifications of Compliance with Regulations to the United States Department of Housing and Urban Development.  
(Pages 5-11)
- 7) Adopt Resolution No. 234 to approve and adopt:
  - a. The Fiscal Year 2026-27 Consolidated Annual Budget including operating transfers in/out.
  - b. The Fiscal Year 2026-27 Public Housing Annual Budget including operating transfers in/out.
  - c. Any changes to the Consolidated Annual Budget or the Public Housing Annual Budget that the Board of Commissioners may direct.  
(Pages 12-19)
- 8) Receive the Human Resources report on job vacancies, recruitment, and retention efforts.  
(Pages 20-23)

- 9) Approve a contract extension for the Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for eight scattered site units for the Lantern Woods Continuum of Care program, for an additional five-year period from October 1, 2027, through September 30, 3032.  
(Pages 24-58)
- 10) Approve purchase orders via a cooperative agreement with Home Depot U.S.A. Inc. and HD Supply Facilities Maintenance Ltd. for a five-month period beginning August 1, 2026, through December 31, 2026, for the purchase of maintenance repair, operating supplies, and services through a cooperative agreement with OMNIA Partners in a total amount not to exceed \$324,738.  
(Pages 59-60)

## **CONSENT CALENDAR**

### APPROVAL OF CONSENT ITEMS: 11-13

- 11) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on June 9, 2026.  
(Pages 61-64)
- 12) Approve and file agency-wide financial statements through February 2026.(Pages 65-68)
- 13) Approve the expense of uncollectable vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of April 2026.  
(Pages 69-76)
- 14) Individual Board member comments.
- 15) 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**

July 14, 2026

**FROM**

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

**SUBJECT**

Executive Director's Report for July 14, 2026

**RECOMMENDATION(S)**

Receive the Executive Director's Report for July 14, 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**

There is no financial impact to the Housing Authority of the County of San Bernardino (HACSB) 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

**ITEM ATTACHMENTS**

Not applicable

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 24, 2026.

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

July 14, 2026

**FROM**

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

**SUBJECT**

Board Building Presentation for July 14, 2026

**RECOMMENDATION(S)**

Receive the board building presentation for July 14, 2026, an overview on the Housing Authority of the County of San Bernardino's Scholarship Program and an update on the U.S. Department of Housing and Urban Development's Restore Rebuild program.

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

**STRATEGIC PLAN ALIGNMENT**

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

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

**FINANCIAL IMPACT**

There is no financial impact to the Housing Authority of the County of San Bernardino (HACSB) 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 Scholarship Program and an update on HUD's Restore Rebuild program.

**PROCUREMENT**

Not applicable

**ATTACHMENTS**

Not applicable

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 24, 2026.

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

July 14, 2026

**FROM**

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

**SUBJECT**

Fiscal Year 2026-2027 Annual Moving to Work Plan

**RECOMMENDATION(S)**

Adopt Resolution No. 233 to approve:

- a. The Housing Authority of the County of San Bernardino's Annual Moving to Work Plan for Fiscal Year 2026-2027.
- b. The Annual Moving to Work Plan Certifications of Compliance with Regulations to the United States Department of Housing and Urban Development.

(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 #4: To utilize research and technology to drive innovative programming and operational processes which allow us to be more responsive and result in the advancement of the families we serve.**

**FINANCIAL IMPACT**

Approval of the proposed resolution will not have a significant direct financial impact on the Housing Authority of the County of San Bernardino (HACSB). Sufficient budget authority to perform the tasks related to this action has been included in the HACSB Fiscal Year 2026-2027 annual budget and will be included in subsequent fiscal year budgets.

**BACKGROUND INFORMATION**

On March 14, 2008, HACSB was designated by the United States Department of Housing and Urban Development (HUD) as a Moving to Work (MTW) agency. The objectives of the MTW designation are to achieve greater cost effectiveness, provide incentives to families working toward self-sufficiency, and increase housing choices for low-income families. To accomplish these objectives, the MTW designation allows Public Housing Authorities (PHA) to develop and implement programs to design and test innovative local housing and self-sufficiency initiatives by waiving certain statutes and HUD regulations. In accordance with the MTW Agreement which outlines the requirements and authorizations of the MTW designation, each year HACSB is required to prepare and submit an Annual MTW Plan that describes previously approved, proposed and/or revised MTW activities for the coming year, as well as other related information.

The proposed 2026-2027 Annual MTW Plan (Plan) includes information regarding 30 previously approved MTW activities. Activities are defined as HUD-approved initiatives developed and adopted by HACSB via its MTW designation that a traditional PHA cannot implement.

HACSB MTW activities are listed below:

<b>No.</b>	<b>Activity Name</b>	<b>Plan Year</b>	<b>Status</b>
1	Single Fund Budget	2009	Closed Out
2	Strategic Investment Policies	2009	Closed Out
3	Alternate Assessment Program	2009	Closed Out
4	Biennial and Triennial Recertifications	2009	Ongoing
5	Simplified Income Determination (formerly Local Verification Policies)	2009	Ongoing
6	Elimination of Assets	2009	Closed Out
7	Controlled Program Moves	2009	Closed Out
8	Local Policies for Portability	2009	Ongoing
9	Elimination of Earned Income Disallowance	2009	Closed Out
10	Minimum Rent	2009	Ongoing
11	Local Project Based Voucher Program	2009	Ongoing
12	Local Payment Standards	2009	Ongoing
13	Local Inspection Policies	2010	Ongoing
14	Local Asset Management Program	2010	Ongoing
15	Pilot Work Requirement	2010	Closed Out
16	Operating Subsidy for Vista del Sol	2010	Closed Out
17	Local Income Inclusions	2011	Closed Out
18	Property Management Innovation	2011	Ongoing
19	Pilot Local FSS Program	2011	Closed Out
20	Term-Limited Lease Assistance Program	2011	Ongoing
21	Utility Allowance Reform	2012	Closed Out
22	Streamlined Lease Assistance Program	2013	Ongoing
23	No Child Left Unsheltered	2014	Ongoing
24	Transition for Over Income Public Housing/Housing Choice Voucher Families	2014	Ongoing
25	Project-Based Voucher Flexibility for Horizons Yucaipa Senior Housing	2016	Ongoing
26	Local Disaster Short-Term Rental Assistance Program	2017	Ongoing
27	Local Project-Based Voucher Subsidy for Developments Using Tax Credit Rents	2019	Ongoing
28	Leasing Success Strategies	2022	Ongoing
29	Moving On Strategy	2023	Ongoing
30	Valencia Grove Phase II, Affordable Rent Strategy	2024	Closed Out

HACSB is not proposing any new activities through this Plan, however, the Plan does include a few updates to the following existing MTW activities:

Activity #4 – Biennial and Triennial Recertifications: HACSB added language to the activity to include disabled-only households with fixed incomes in the triennial recertification process. Currently, elderly only households with fixed incomes are included in the triennial recertification process.

Activity #13 – Local Inspection Standards: HACSB has incorporated language within the activity to clarify that local inspection standards will incorporate HUD’s National Standards for the Physical Inspection of Real Estate (NSPIRE) and Housing Quality Standards (HQS) to better reflect local housing needs, ensure the health and safety of assisted households, and adherence to State of California safety codes. These local inspection standards will be specified in HACSB’s Administrative Plan.

Activity #22 – Streamlined Lease Assistance Program: HACSB added language to clarify that, if sufficient funding is available, HACSB will transfer Emergency Housing Program (EHV) households to the Housing Choice Voucher (HCV) Tenant Based Voucher (TBV) program. At that time, the rent calculation for former EHV households under the Streamlined Lease Assistance Program for Special Admission Households will be the greater of 24% of the household’s gross income, HACSB’s minimum rent, or baseline rent.

This item includes the HUD-required Certifications of Compliance, which authorizes HACSB to submit the Annual MTW Plan to HUD and certifies that HACSB has complied or will comply with requirements related to the submission and implementation of the Plan, including public notice requirements, Civil Rights Act and Fair Housing Act requirements, records retention, and other requirements. It also includes a Board Resolution to accompany the 2026-2027 Annual Moving to Work Plan.

A legal notice regarding the Plan was published in seven local newspapers on June 1 through June 4, 2026. The notice and the proposed plan were also made available on HACSB’s website and at all HACSB offices throughout San Bernardino County beginning June 1, 2026. The required public comment period ran from June 1, 2026, to June 30, 2026, and two public hearings on the matter were held. In-person hearings were held on June 16, 2026, at 10:00 a.m. and June 17, 2026, at 1:00 p.m. No members of the public attended the public hearings, and no public comments were received. On June 4, 2026, the proposed plan was presented to HACSB’s Resident Advisory Board (RAB). HACSB addressed questions raised by the RAB and provided additional information to ensure a clear understanding of the proposed changes included in the plan.

A complete copy of the 2026-2027 Annual MTW Plan can be found at <https://hacsb.com/moving-to-work/>.

**PROCUREMENT**

Not applicable

**ITEM ATTACHMENTS**

- Resolution No. 2026-233
- Attachment - Certifications of Compliance

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 24, 2026.

**HOUSING AUTHORITY RESOLUTION NO. 2026-233**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S ANNUAL MOVING TO WORK PLAN FOR FISCAL YEAR 2026-2027**

**RECITALS**

**WHEREAS**, the Housing Authority of the County of San Bernardino (HACSB) is a duly formed housing authority of the State of California, and is vested with the responsibilities set forth in Division 24, Part 2, Article 4 (Sections 34310-34334) of the California Health and Safety Code, which includes providing low- and moderate-income housing within its jurisdiction; and

**WHEREAS**, HACSB entered into a Moving to Work (MTW) contract with the United States Department of Housing and Urban Development (HUD) effective March 14, 2008, which governs the regulations of the administration of the Housing Choice Voucher and Public Housing programs; and

**WHEREAS**, as a MTW agency, the HACSB is required to and has prepared an Annual MTW Plan which describes its operations and activities as an MTW agency; and

**WHEREAS**, the HACSB desires to modify certain previously approved MTW activities; and

**WHEREAS**, the HACSB has developed its Fiscal Year 2026-2027 Annual MTW Plan, to include the proposed modifications to those MTW activities and in accordance with HUD requirements.

**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 Fiscal Year 2026-2027 HACSB Annual MTW Plan, on July 14, 2026.

Section 3. A complete copy of the 2026-2027 Annual MTW Plan can be found at <https://hacsb.com/moving-to-work/>.

Section 4. The Board of Commissioners hereby approves the HUD-required Certifications of Compliance with Regulations form authorizing HACSB to submit the proposed Fiscal Year 2026-2027 Annual MTW Plan to HUD and certifies that HACSB has complied or will comply with requirements related to the submission and implementation of the Plan.

Section 5. 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, July 14, 2026.

\_\_\_\_\_  
Secretary

## CERTIFICATIONS OF COMPLIANCE

### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF PUBLIC AND INDIAN HOUSING

#### Certifications of Compliance with Regulations: Board Resolution to Accompany the Annual Moving to Work Plan

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chair or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the Annual Moving to Work Plan for the MTW PHA Plan Year beginning ( ), hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

- (1) The MTW PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the MTW PHA conducted a public hearing to discuss the Plan and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan.
- (3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (4) The MTW PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1), the Fair Housing Act (42 USC 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), title II of the Americans with Disabilities Act of 1990 (42 USC 12131 et seq.), the Violence Against Women Act (34 USC 12291 et seq.), and all regulations implementing these authorities; and other applicable Federal, State, and local fair housing and civil rights laws.
- (5) The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- (6) The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR 91.2, 91.225, 91.325, and 91.425).
- (7) The MTW PHA will affirmatively further fair housing in compliance with the Fair Housing Act, 24 CFR 5.150-51, 24 CFR 903.7(o), and 24 CFR 903.15.
- (8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at 24 C.F.R. Part 146.
- (9) In accordance with the Fair Housing Act and Act's prohibition on sex discrimination, the MTW PHA will not base a determination of eligibility for housing based on marital status and will not otherwise discriminate because of sex.
- (10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with disabilities.
- (11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 75.
- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment.
- (14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
- (15) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental

requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.

- (16) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (17) The MTW PHA will keep records in accordance with 2 CFR 200.334-200.338 and facilitate an effective audit to determine compliance with program requirements.
- (18) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (19) The MTW PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable.
- (20) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of housing quality standards as required in PIH Notice 2011-45, or successor notice, for any local, non-traditional program units. The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982 or as approved by HUD, for any Housing Choice Voucher units under administration.
- (21) The MTW PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.
- (22) All attachments to the Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its Plan and will continue to be made available at least at the primary business office of the MTW PHA and should be made available electronically, upon request.

\_\_\_\_\_  
**MTW PHA NAME**

\_\_\_\_\_  
**MTW PHA NUMBER/PHA CODE**

*I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate 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).*

\_\_\_\_\_  
**NAME OF AUTHORIZED OFFICIAL**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**\* Must be signed by either the Chair or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chair or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.**

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

July 14, 2026

**FROM**

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

**SUBJECT**

Fiscal Year 2026-2027 Consolidated Annual Budget

**RECOMMENDATION(S)**

Adopt Resolution No. 234 to approve and adopt:

- a. The Fiscal Year 2026-27 Consolidated Annual Budget including operating transfers in/out.
- b. The Fiscal Year 2026-27 Public Housing Annual Budget including operating transfers in/out.
- c. Any changes to the Consolidated Annual Budget or the Public Housing Annual Budget that the Board of Commissioners may direct.

(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 chart below summarizes the HACSB Consolidated Budget for Fiscal Year 2026-2027 (October 1, 2026 - September 30, 2027) into two major funding sources:

1. MTW Block Grant sources include Public Housing Operating Funds; Public Housing Capital Funds; Housing Choice Voucher (HCV) Housing Assistance Payments (HAP); and HCV Administrative Fees.
2. Other funds including local and central office cost center funds, other non-MTW special purpose voucher programs (Continuum of Care, Veterans Affairs Supportive Housing (VASH), and Housing for Persons with AIDS), and the Authority Owned Portfolio.

Approximately 77% of the total revenue is comprised of funds received from HUD to administer the HCV, Emergency Housing Voucher (EHV), Special Purpose Rental Assistance, and the Capital Fund programs. The remaining revenue is derived primarily from rental income from the Authority Owned portfolio and the state pass through grant for the Housing Support Program.

Fiscal Year 2026-27 Consolidated Annual Budget  
July 14, 2026

**Housing Authority of the County of San Bernardino**  
**FY 2026-2027 Proposed Consolidated Budget**

Moving To Work				FY 2025-2026 Budgeted Net	
Program	Revenue	Expenses	Net	Income	Increase/(Decrease)
MTW Fund	\$ 367,659	\$ 1,094,191	\$ (726,532)	(723,496)	(3,036)
Public Housing	10,538	3,626	6,912	6,314	598
Capital Funds	-	-	-	-	-
Housing Choice Vouchers	186,270,805	188,299,782	(2,028,977)	(7,386,399)	5,357,422
<b>Total Moving To Work</b>	<b>\$ 186,649,002</b>	<b>\$ 189,397,599</b>	<b>\$ (2,748,597)</b>	<b>\$ (8,103,581)</b>	<b>\$ 5,354,984</b>

  

Other Programs - Non Moving To Work				FY 2025-2026 Budgeted Net	
Program	Revenue	Expenses	Net	Income	Increase/(Decrease)
Central Office	\$ 5,989,197	\$ 6,996,455	\$ (1,007,258)	24,468	(1,031,727)
Other Vouchers	20,211,680	21,736,298	(1,524,618)	(1,181,074)	(343,544)
Authority Owned Portfolio	46,495,902	39,313,083	7,182,819	5,417,102	1,765,716
Local Funds	8,256,359	7,460,891	795,468	512,390	283,078
<b>Total Non-Moving To Work</b>	<b>\$ 80,953,138</b>	<b>\$ 75,506,728</b>	<b>\$ 5,446,411</b>	<b>4,772,887</b>	<b>\$ 673,524</b>
<b>Grand Totals</b>	<b>\$ 267,602,140</b>	<b>\$ 264,904,326</b>	<b>\$ 2,697,814</b>	<b>(3,330,695)</b>	<b>6,028,508</b>

  

Special Programs Reserve Drawdown <Buildup>	(201,417)	(389,360)	187,943
Reserve Drawdown/< Buildup>-MTW:	2,748,597	8,103,581	(5,354,984)
Reserve Drawdown/< Buildup>-Special Programs	1,726,035	1,573,834	152,201
Portfolio Sustainability Reserves Drawdown/(Buildup)	(6,971,029)	(5,957,361)	(1,013,668)
<b>Adjusted Residual Profit:</b>	-	-	-

**DESCRIPTION OF MAJOR CHANGES IN 2026-2027:**

In comparison to the prior fiscal year's budget, the projected net loss for the Moving to Work programs has decreased by \$8.1 million, for a projected reserve drawdown of \$2.75 million for Fiscal Year (FY) 2026-2027. These funds are held with HUD as restricted reserves for housing assistance payments in compliance with the federal HCV program.

**MTW PROGRAMS:**

Congress passed, and the President signed into law, the 2026 Transportation, Housing and Urban Development (THUD) appropriations bill in early February, with final funding allocations for individual housing authorities released in May. For calendar year 2026, HACSB will receive approximately \$1.78 million less in Housing Assistance Payment (HAP) funding for the Housing Choice Voucher (HCV) program than it received in 2025 due to funding cuts. This budget includes 3 months of CY 2026 funding (September through December) and 9 months of CY 2027, which has been projected based on preliminary information.

Although the Housing Assistance Payments (HAP) portion of the 2026 HCV program was funded nationally at a 99.6% proration level, the funding methodology used by HUD does not fully reflect actual rental market conditions in many communities. For HACSB, the assigned Renewal Funding Inflation Factor (RFIF) for 2026 was 0%, despite continued increases in local housing costs and program expenses. As a result, HUD has advised housing authorities nationwide to implement cost-containment measures and cautioned that federal resources available to address agency funding shortfalls in 2026 will be limited. As an original Moving to Work (MTW) agency, HACSB is not eligible for shortfall funding under current HUD eligibility criteria.

Over the past several years, HACSB has proactively implemented cost-management strategies, including several rent reform measures shared in last month's budget board building presentation, to preserve long-term program sustainability. Based on ongoing monitoring of program utilization, projected expenses, and federal funding guidance, HACSB does not anticipate entering a funding shortfall in 2026 and is now positioned to cautiously expand assistance to additional households.

As mentioned above, a net loss is budgeted of \$2.8 million for the MTW budget. This shortfall will be covered by a drawdown from HUD-held restricted HAP reserves. This action is included in the FY 2027 MTW Annual Plan submitted to HUD.

In addition, continued reductions in administrative fees for the Housing Choice Voucher (HCV) program, combined with rising operational costs, continue to challenge our ability to maintain a balanced HCV administrative budget. For CY 2026, HACSB experienced a 12% reduction in administrative funding, equating to \$1.9 million less than the prior year. Despite this significant cut, the FY 2026-27 budget reflects only a modest projected loss of approximately \$227,000. The loss is primarily driven by one-time expenditures related to computer hardware and software. To offset this budgeted shortfall, we will utilize reserves from FY 25-26 administrative savings.

In addition, pension costs and other post-employment benefits (OPEB) continue to rise. The unfunded liability for the Authority's pension fund is over \$20 million and the pension costs for FY 2026 are estimated to be \$2.7 million (net of interest, costs, and income from investments). A projected increase of approximately \$1.5 million is included as a result of normal increases in salaries due to the market rate adjustment and performance merit increases, in accordance to approved compensation policies. To offset expected future annual increases in the pension costs and lower the unfunded liabilities, it is important to continue to consider funding our pension trust fund when possible. Also, as part of our strategic planning efforts for FY 26-27, we will be evaluating the retiree and active employee medical benefits.

#### NON-MTW PROGRAMS:

The non-MTW programs budget includes a total net income of \$6.5 million, which is largely due to an increase in rental income and grant income for the Housing Support Program (HSP) and the Family Self-Sufficiency (FSS) programs.

Below are some of the significant budgeted items in these programs:

- \$43.6 million in Rental Income. This is an expected increase of \$5.2 million compared to the prior year's budget. These funds will contribute to the portfolio sustainability reserves needed to address physical needs at these developments.
- \$3.8 million in anticipated extraordinary maintenance expenses needed for repair and replacement work at many authority-owned housing developments. This is an increase of \$400 thousand when compared to the prior year's budget. The work is cyclical based on recommendations from the multi-year needs assessments. This maintenance work is primarily funded by operational property income. Per our FY 26-27 strategic plan, we will be updating the physical needs assessments for all properties.

- \$22.3 million in salaries and benefits, this includes staffing for the authority owned portfolio developments. A projected increase of approximately \$1.5 million is included as a result of normal increases in salaries due to the market rate adjustment and performance merit increases, in accordance to approved compensation policies. To offset expected future annual increases in the pension costs and lower the unfunded liabilities, it is important to continue to consider funding our pension trust fund when possible. Also, as part of our strategic planning efforts for FY 26-27, we will be evaluating the retiree and active employee medical benefits.

**CONCLUSION:**

We are recommending for approval a balanced budget, which includes the following:

- Funding for all families on HACSB's rental assistance programs to continue receiving housing assistance, including for households currently participating in the Emergency Housing Voucher program which will be ending in 2026.
- Funding for repair and replacement needs for our Authority-Owned developments and our administrative office buildings.
- Funding for our Family Empowerment Services department to continue to achieve positive outcomes that result in career-abled families prospering while they transition through the agency's TLA and Family Self-Sufficiency programs.
- Maintenance of adequate reserve levels within our MTW and non-MTW programs.

We will continue our advocacy efforts to ensure that our elected officials are aware of the impacts that funding cuts, specifically for our rental assistance programs, and increased program costs are having on our agency, but most importantly on the families that we serve. Simultaneously, as good stewards of taxpayer dollars, we will continue to be prudent in our spending.

Adoption of the Fiscal Year 2026-2027 agency-wide budget as shown is recommended.

**BACKGROUND INFORMATION**

Each year, the annual budget for the following fiscal year is brought to the Board of Commissioners for recommended approval. The budget is the opportunity for the board to review and approve the strategic spending plan for the Housing Authority of the County of San Bernardino (HACSB). The Fiscal Year (FY) 2026-2027 budget for HACSB is being presented for recommended approval. This proposed budget continues to support the vision and mission of the agency and is in line with its Strategic Plan and Moving to Work (MTW) Annual Plan which is approved by the United States Department of Housing and Urban Development (HUD) each year. Despite increases in costs across all rental assistance programs due to rising rental rates, we are recommending for approval a balanced budget. The balanced budget was primarily achieved by utilizing the MTW HUD Held Reserves (HHR), which is reflected in the budget to help offset the difference between the annual funding and annual expenses related to rental assistance payments.

**PROCUREMENT**

Not applicable

**ITEM ATTACHMENTS**

- Resolution No. 2026-234

Fiscal Year 2026-27 Consolidated Annual Budget  
July 14, 2026

- Attachment - Exhibit A – FY 2026-2027 Consolidated Annual Budget and FY 2026-2027 Public Housing Annual Budget

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 26, 2026.

**HOUSING AUTHORITY RESOLUTION NO. 2026-234**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S FISCAL YEAR 2026-27 CONSOLIDATED ANNUAL BUDGET**

**RECITALS**

**WHEREAS**, the Housing Authority of the County of San Bernardino was created pursuant to Section 34200 of the California Health and Safety Code to provide housing for low and moderate income families; and

**WHEREAS**, the Housing Authority of the County of San Bernardino administers a variety of local, State and Federal Programs in pursuit of its mission; and

**WHEREAS**, the Housing Authority of the County of San Bernardino operates the Public Housing, Housing Choice Voucher, and related programs authorized by the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, attached as Exhibit A is the Consolidated Annual Budget, including the Public Housing Annual Budget, that has been prepared in accordance with and is consistent with all applicable laws and guidelines;

**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 Fiscal Year 2026-27 Consolidated Annual Budget including the Public Housing Annual Budget attached as Exhibit A.

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: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

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, July 14, 2026.

\_\_\_\_\_  
Secretary

## FY 2026-2027 Consolidated Annual Budget

	Moving to Work							Administration	Other Programs - Non Moving to Work					HACSB	
	HOUSING SERVICES														Total
	MTW Fund	Affordable Housing	Capital Funds	Administration	Housing Assistance Payments	Total Housing Services	Total			Other Vouchers	Authority Owned	Local Funds	Total		
<b>INCOME</b>															
Grants	-	3,434	-	-	156,248,079	156,248,079	156,251,513	-	18,751,367	-	6,410,978	25,162,345	181,413,858		
Administrative Fees	-	-	-	29,727,726	-	29,727,726	29,727,726	5,679,329	1,456,913	4,398	-	1,461,311	36,868,366		
Rental Income	-	7,104	-	-	-	-	7,104	-	-	43,630,123	-	43,630,123	43,637,227		
Developer Fee	-	-	-	-	-	-	-	-	-	-	-	-	-		
Investment Income	181,652	-	-	-	-	-	181,652	-	-	359,928	269,460	629,387	811,040		
Residual Receipt/Partnership Contribution	-	-	-	-	-	-	-	-	-	-	1,337,207	1,337,207	1,337,207		
Interest Income	186,006	-	-	50,000	-	50,000	236,006	51,471	3,400	2,329,221	128,687	2,461,309	2,748,786		
Fees for Service revenues	-	-	-	215,000	-	215,000	215,000	258,397	-	-	-	-	473,397		
Miscellaneous Income	-	-	-	30,000	-	30,000	30,000	(0)	-	172,231	110,028	282,259	312,259		
<b>TOTAL INCOME</b>	<b>367,659</b>	<b>10,538</b>	<b>-</b>	<b>30,022,726</b>	<b>156,248,079</b>	<b>186,270,805</b>	<b>186,649,002</b>	<b>5,989,197</b>	<b>20,211,680</b>	<b>46,495,902</b>	<b>8,256,359</b>	<b>74,963,941</b>	<b>267,602,140</b>		
<b>EXPENSES</b>															
Administrative Salaries	751,047	-	-	7,600,600	-	7,600,600	8,351,647	5,565,835	436,000	6,658,879	930,587	8,025,466	21,942,948		
Administrative Expenses	299,491	1,635	-	6,358,107	-	6,358,107	6,659,233	960,995	822,896	7,351,572	491,382	8,665,850	16,286,077		
Total Tenant Services	7,625	-	-	-	56,000	56,000	63,625	-	-	65,160	17,500	82,660	146,285		
Total Grant Specific Expenses	-	-	-	-	-	-	-	-	-	-	5,970,978	5,970,978	5,970,978		
Utilities	3,807	-	-	105,781	-	105,781	109,588	70,675	-	5,290,070	-	5,290,070	5,470,333		
O & M Labor Costs	-	50	-	18,122	-	18,122	18,172	15,122	-	4,787,823	6,800	4,794,623	4,827,917		
O&M Materials	-	450	-	115,015	-	115,015	115,465	6,500	-	1,418,650	-	1,418,650	1,540,615		
O&M Contracts	9,186	275	-	764,752	-	764,752	774,214	105,600	-	3,945,435	15,600	3,961,035	4,840,848		
General Expenses	23,034	1,216	-	281,626	-	281,626	305,876	111,729	-	2,855,500	28,045	2,883,544	3,301,149		
Debt Service Interest	-	-	-	-	-	-	-	-	-	3,117,417	-	3,117,417	3,117,417		
Extraordinary Maintenance /Capital Improvements	-	-	-	-	-	-	-	160,000	-	3,822,579	-	3,822,579	3,982,579		
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-		
Housing Assistance Payments	-	-	-	15,006,000	157,993,778	172,999,778	172,999,778	-	20,477,402	-	-	20,477,402	193,477,180		
<b>TOTAL EXPENSES</b>	<b>1,094,191</b>	<b>3,626</b>	<b>-</b>	<b>30,250,004</b>	<b>158,049,778</b>	<b>188,299,782</b>	<b>189,397,599</b>	<b>6,996,455</b>	<b>21,736,298</b>	<b>39,313,083</b>	<b>7,460,891</b>	<b>68,510,272</b>	<b>264,904,326</b>		
<b>RESIDUAL RECEIPTS/(DEF)</b>	<b>(726,532)</b>	<b>6,912</b>	<b>-</b>	<b>(227,278)</b>	<b>(1,801,699)</b>	<b>(2,028,977)</b>	<b>(2,748,597)</b>	<b>(1,007,258)</b>	<b>(1,524,618)</b>	<b>7,182,819</b>	<b>795,468</b>	<b>6,453,669</b>	<b>2,697,814</b>		
Operating Transfer In - Subsidy	185,979,239	(3,478)	-	-	-	188,004,782	373,980,543	-	-	-	-	-	373,980,543		
Operating Transfer Out - Subsidy	(188,001,304)	(3,434)	-	-	-	(185,975,805)	(373,980,543)	-	-	-	-	-	(373,980,543)		
Operating Transfer In - General	-	-	-	-	-	-	-	-	-	-	-	-	-		
Operating Transfer Out - General	-	-	-	-	-	-	-	-	-	-	-	-	-		
RAD Required Replacement Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-		
Capital Fund Draw for Affordable Housing Projects	-	-	-	-	-	-	-	-	-	-	-	-	-		
Reserve for Pension Pre Funding	-	-	-	-	-	-	-	-	-	-	-	-	-		
Portfolio Sustainability Reserves Drawdown/(Buildup)	-	-	-	-	-	-	-	1,007,258	-	(7,182,819)	(795,468)	(7,978,287)	(6,971,029)		
HUD Reserve Drawdown/(Buildup) NET	2,748,597	-	-	-	-	-	2,748,597	-	1,726,035	-	-	1,726,035	4,474,632		
Reserve Drawdown/(Buildup) - Non MTW	-	-	-	-	-	-	-	-	(201,417)	-	-	(201,417)	(201,417)		
<b>Net Income/(Loss)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		

# FY 2026-2027 Public Housing Annual Budget

	Affordable Housing						
	UHA 204142	AMP 205	AMP 206	AMP 207	AMP 208	AMP 209	Total
<b>INCOME</b>							
Grants	-				3,434	-	3,434
Administrative Fees					-	-	-
Rental Income	-				7,104	-	7,104
Repayment Agreement Income	-				-	-	-
Investment Income	-				-	-	-
Residual Receipt/Partnership Contribu	-				-	-	-
Interest Income	-				-	-	-
Miscellaneous Income	-				-	-	-
<b>TOTAL INCOME</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,538</b>	<b>-</b>	<b>10,538</b>
<b>EXPENSES</b>							
Administrative Salaries	-				-	-	-
Administrative Expenses	-				1,635	-	1,635
Total Tenant Services	-				-	-	-
Total Grant Specific Expenses	-				-	-	-
Utilities	-				-	-	-
O & M Labor Costs	-				50	-	50
O&M Materials	-				450	-	450
O&M Contracts	-				275	-	275
General Expenses	-				1,216	-	1,216
Debt Service Interest	-				-	-	-
Extraordinary Maintenance	-				-	-	-
Depreciation	-				-	-	-
Housing Assistance Payments	-				-	-	-
<b>TOTAL EXPENSES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,626</b>	<b>-</b>	<b>3,626</b>
<b>RESIDUAL RECEIPTS/(DEF)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,912</b>	<b>-</b>	<b>6,912</b>
Operating Transfer In - Subsidy	-				(3,478)	-	(3,478)
Operating Transfer Out - Subsidy	-				(3,434)	-	(3,434)
<b>Net Income/(Loss)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

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

July 14, 2026

**FROM**

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

**SUBJECT**

Human Resources Report on Job Vacancies and Recruitment and Retention Efforts

**RECOMMENDATION(S)**

Receive the Human Resources report on job vacancies, recruitment, and retention efforts.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #1: To ensure that our agency's culture empowers and values our team through effective communication, learning opportunities, work life balance, professional development, and a shared passion for the mission.**

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

**FINANCIAL IMPACT**

There is no financial impact to the Housing Authority of the County of San Bernardino (HACSB) associated with this item.

**BACKGROUND INFORMATION**

Consistent with Assembly Bill 2561, public agencies are required to publicly address the status of their job vacancies. As a basis for the new requirements, the California Legislature determined that job vacancies are a widespread issue and can be a significant problem in the public sector. Vacancies require employees to take on heavier workloads, resulting in burnout and increased turnover, which could negatively impact the delivery of public service.

AB 2561 requires public agencies to report information on job vacancies at a public meeting once per fiscal year as part of the adoption of the annual budget. The report must also address recruitment and retention efforts currently employed by the agency and identify any changes to policies and procedures or recruitment activities that negatively impact the agency's effort to reduce job vacancies.

The Human Resources Report on Job Vacancies and Recruitment and Retention Efforts presents an update on current position vacancies as of May 28, 2026, as well as the recruitment and retention efforts within the agency.

**PROCUREMENT**

Not applicable

**ITEM ATTACHMENTS**

- Attachment - Report on Job Vacancies and Recruitment and Retention Efforts

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 24, 2026.



## Assembly Bill 2561 - Report on Job Vacancies and Recruitment and Retention Efforts

July 14, 2026

### **CURRENT VACANCIES**

Based on the current 2025/2026 approved budget, there are 173 budgeted positions.

As of June 1, 2026, there are 156 current employees. This leaves 17 budgeted positions vacant.

The current overall job vacancy rate at the Housing Authority is 9.82%.

The 17 current vacant positions include:

- Admin Services Specialist (2 Port/AH) (Eligible for representation)
- Financial Analyst (1)
- Human Resources Generalist -Non-Profit (1)
- Jr. Application and Database Administrator (1)
- Lead Housing Services Specialist (2) (Eligible for representation)
- Maintenance Technician (2) (Eligible for representation)
- Property Compliance Coordinator (1)
- Property Manager (1)
- Rehab Project Manager (1)
- Resident Manager (4)
- Senior Compliance Accountant (1)

### Vacancies for Represented Positions

Of the 173 budgeted positions, 87 are positions that may be eligible to be represented by Teamsters Local 1932. There are currently 27 members of Teamsters Local 1932.

\*\*It is important to note that based on the Memorandum of Understanding in place with Teamsters Local 1932, employees are eligible to be represented after successfully passing their one-year probationary period and are a full-time employee.

Of the 87 represented budgeted positions, there are currently six positions vacant. These vacant represented positions are noted above. The vacancy rate for represented positions is 6.89%.

### **RECRUITMENT ACTIVITY**

Although there are 17 vacant budgeted positions, there are currently eight open positions with two positions pending Human Resources (HR) to open. Positions and current recruitment activity are shown below.

- Administrative Services Specialist – Affordable Housing –Position pending final interviews.
- Lead Housing Services Specialist (2) – Both positions were opened in early June 2026.

- Maintenance Technician (2) – Offers have been made in early June 2026 to two candidates.
- Property Manager – Position was opened in late May 2026.
- Resident Manager (2) – There has been ongoing recruitment for these positions in Barstow since late 2025.
- Senior Compliance Accountant – Position was posted in late May 2026.

Pending opening

- Resident Manager (2) – Positions scheduled to be opened in June 2026.

The remaining six budgeted positions are not in the HR recruitment pipeline due to the following reasons:

- Administrative Services Specialist – Portability. Pending review based on staffing changes.
- Financial Analyst – pending further review of need
- Human Resources Generalist – Non-Profit. We are no longer filling this position through the Housing Authority. The decision was to hire directly through Knowledge Education for Your Success Inc. (KEYS)
- Jr. Application and Database Administrator – pending further review of need.
- Property Compliance Coordinator – pending further review of need.
- Rehab Project Manager – pending further review of need.

## **RECRUITMENT AND RETENTION EFFORTS**

In alignment with AB 2561 and the Housing Authority’s ongoing commitment to workforce stability and operational excellence, HR successfully facilitated the timely hire of 19 new employees since October 1, 2025.

The Housing Authority continues to evaluate and implement recruitment and retention strategies designed to attract and retain qualified employees in a competitive labor market. Efforts include ongoing review of compensation and benefits, continued employee wellness and engagement initiatives, and streamlining recruitment processes to improve candidate experience and hiring timelines.

The Housing Authority has also continued our investment in employee growth with nine promotions since October 1, 2025, and the recent launch of a brand-new Leadership Development Program. This program was created to enhance training and development opportunities for current staff. We continue to assess workforce trends, vacancy rates, succession planning needs, and labor market conditions to ensure organizational sustainability and continuity of operations. These efforts support the Housing Authority’s commitment to maintaining a qualified workforce capable of effectively serving the community and fulfilling its mission.

## **OUTCOMES**

The Housing Authority is currently not experiencing high job vacancy rates and has identified that no necessary substantive changes to policies, procedures or recruitment activities are needed at this time. We will continue to review this throughout the year.

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

July 14, 2026

## **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 Housing Partners I, Inc. for Lantern Woods (Canada Street)

## **RECOMMENDATION(S)**

1. Approve a contract extension for the Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for eight scattered site units for the Lantern Woods Continuum of Care program, for an additional five-year period from October 1, 2027, through September 30, 3032.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to Housing Partners I, Inc., 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 our 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 is included in the annual Housing Authority of the County of San Bernardino (HACSB) Housing Services department budget.

## **BACKGROUND INFORMATION**

HACSB administers four Continuum of Care (CoC) grants. These grants provide rental assistance to chronically homeless individuals and families with mental health disabilities. One of the grants provides tenant-based rental assistance to approximately 231 households. The other three grants provide rental assistance at 55 units under PBV HAP contracts. All CoC participants receive in-kind case-management services from San Bernardino County's Department of Behavioral Health (DBH). This combination of rental assistance with services is commonly referred to as permanent supportive housing.

On October 1, 2012, HACSB entered into a 15-year PBV HAP contract with Housing Partners I, Inc. (HPI) to provide eight permanent supportive housing units to the Lantern Woods CoC Program, which is set to expire September 30, 2027. HPI provides accessible, safe and sanitary homes under the PBV HAP contract. As required by the CoC grant and at no cost to HACSB or

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for Lantern Woods (Canada Street)  
July 14, 2026

to the households served, DBH provides intensive case management services and behavioral health services when needed to support the long-term stability of the households.

The maximum allowable contract term under CoC regulations is five years. Therefore, the extension of the proposed PBV HAP contract is for an additional five-year period effective October 1, 2027, through September 30, 2032, and is subject to continued funding from HUD.

The State of California requires that a property owner notify residents 12 months prior to the expiration of a PBV HAP Contract if the contract will not be renewed. Therefore, this item is brought to the Board of Commissioners for consideration more than twelve months prior to the end of the contract term. HACSB staff recommends that the Board of Commissioners approve the extension to the PBV HAP Contract between HPI and HACSB.

**PROCUREMENT**

Not applicable

**ITEM ATTACHMENTS**

- Contract – PBV HAP Contract Extension with Housing Partners I, Inc. for Lantern Woods Canada Street

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 24, 2026.

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

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- 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

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

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

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**HOUSING ASSISTANCE PAYMENTS CONTRACT  
EXISTING HOUSING**

**PART 2 OF HAP CONTRACT**

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

**2. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);
- (b) Owned by an entity wholly controlled by the PHA; or
- (c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

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

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

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

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

### 3. **PURPOSE**

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

**4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS**

**a. Amount of initial rent to owner**

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

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

**b. HUD rent requirements**

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

**c. PHA payment to owner**

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

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

**d. Termination of assistance for family**

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

**5. ADJUSTMENT OF RENT TO OWNER**

**a. PHA determination of adjusted rent**

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

**b. Reasonable rent**

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

**c. No special adjustments**

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

**d. Owner compliance with HAP contract**

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

**e. Notice of rent adjustment**

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

**6. OWNER RESPONSIBILITY**

The owner is responsible for:

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

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

**7. OWNER CERTIFICATION**

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

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

**8. CONDITION OF UNITS**

**a. Owner maintenance and operation**

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

**b. PHA inspections**

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

**c. Violation of the housing quality standards**

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

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

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

**d. Maintenance and replacement—owner’s standard practice**

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

**9. LEASING CONTRACT UNITS**

**a. Selection of tenants**

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

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HAP Contract for Existing Housing**

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HUD requirements.

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

**b. Vacancies**

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

**10. TENANCY**

**a. Lease**

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

**b. Termination of tenancy**

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

**c. Family payment**

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

**d. Other owner charges**

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

**e. Security deposit**

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

the owner.

**11. FAMILY RIGHT TO MOVE**

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

**12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS**

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

**13. PROHIBITION OF DISCRIMINATION**

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

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Previous editions are obsolete

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

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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;  
RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT  
UNITS**

A total of eight (8) units within the Lantern Woods Canada Street community, of which eight (8) units will be covered by this HAP Contract.

Development:           Lantern Woods Canada Street  
Address:                24514 – 24532 Canada Street  
City, State, Zip:       Loma Linda, CA 92354

The 8 units are broken down as follows:

<b>Address</b>	<b>Bedrooms/Bathrooms</b>	<b>Contract Rent*</b>
24514 Canada Street	2/1	\$1,107
24516 Canada Street	2/1	\$1,107
24518 Canada Street	2/1	\$1,107
24520 Canada Street	2/1	\$1,107
24526 Canada Street	2/1	\$1,107
24528 Canada Street	2/1	\$1,107
24530 Canada Street	2/1	\$1,107
24532 Canada Street	2/1	\$1,107

\*Contract rents are those in effect as of October 1, 2025 and are subject to change at the anniversary month of the HAP contract.

## **EXHIBIT B**

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

This agreement incorporates by reference the Apartment Management Agreement for the Lantern Woods Canada Street Community.

#### **Unit amenities:**

- Refrigerator
- Electric Stove/oven/hood range
- Central A/C and heating
- Garbage disposal
- Private balcony

#### **Community amenities:**

- Carport/Covered parking
- On-site laundry

## **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
- Water Heating Gas

#### **Utilities to be Paid by the Tenants:**

- Heating Gas
- Cooking Electric
- Other Electric
- Air Conditioning

## **EXHIBIT D**

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

- Path of travel
- Van accessible parking
- Accessible mailboxes
- Trash enclosures

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

**July 14, 2026**

**FROM**

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

**SUBJECT**

Purchase Orders for Home Depot U.S.A. Inc. and HD Supply Facilities Maintenance Ltd. for the Purchase of Maintenance, Repair, and Operating Supplies.

**RECOMMENDATION(S)**

Approve purchase orders via a cooperative agreement with Home Depot U.S.A. Inc. and HD Supply Facilities Maintenance Ltd. for a five-month period beginning August 1, 2026, through December 31, 2026, for the purchase of maintenance repair, operating supplies, and services through a cooperative agreement with OMNIA Partners in a total amount not to exceed \$324,738. (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 is not expected to exceed \$324,738 through the term ending December 31, 2026, which is funded by the Housing Authority of the County of San Bernardino's (HACSB) property operations budgets for FYE 2026 and FYE 2027.

**BACKGROUND INFORMATION**

To maintain the HACSB's housing units in good repair, HACSB utilizes the OMNIA Partners Cooperative Procurement Agreement with Home Depot U.S.A. Inc., and HD Supply Facilities Maintenance Ltd. for the purchase of maintenance, repair, industrial, and operating supplies. These materials support routine and emergency repairs, building safety needs, preventative maintenance, and unit turnover activities.

The OMNIA Partners Cooperative Procurement Agreement is a government purchasing cooperative that reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide and providing procurement resources and solutions to local and state government agencies, school districts, higher education, and nonprofits. Utilizing this system, HACSB is able to procure such goods and services more efficiently and effectively while receiving the best government pricing through the agreement for which The Home Depot and HD Supply are contracted vendors. When maintenance supplies are needed, HACSB utilizes purchase orders to obtain maintenance supplies through the contracted vendor's online purchasing system. The vendor then bills HACSB directly for the orders placed.

**PROCUREMENT**

Consistent with the requirements of 2 CFR §200.317 through §200.326 and the U.S. Department of Housing and Urban Development Procurement Handbook for Public Housing Agencies (issued March 2, 2007), a housing authority may enter into agreements with other governmental agencies

or regional and national intergovernmental purchasing networks to obtain needed supplies or services, provided such agreements foster economy and efficiency.

The purchase of maintenance, repair, operating, and industrial supplies and other related products was competitively solicited by Maricopa County, Arizona, in accordance with its public purchasing rules and regulations and included language allowing for cooperative purchasing. OMNIA Partners utilized these solicitations to enable other public agencies to participate under the same pricing and terms. The current cooperative agreement expires on December 31, 2026, and HACSB will have used this agreement for five years on July 31, 2026, therefore a new agreement is required from August 1, 2026 through December 31, 2026. HACSB will continue participation after the Home Depot U.S.A. Inc., and HD Supply Facilities Maintenance Ltd. agreement is renewed or replaced with a new cooperative agreement. Each solicitation includes language permitting housing authorities to utilize cooperative procurement under existing contracts to secure the best overall government pricing. With no cost to participate and no minimum order requirements, housing authorities of any size can access the products, services, and solutions they need at volume-discount prices. If the cooperative agreement is not renewed, HACSB would move to our normal procurement process. That could mean issuing our own solicitation or using any other cooperative agreements that are active at that time. OMNIA usually renews or replaces these agreements before they expire, but if that does not happen, we can still continue purchasing by following our standard steps.

**ITEM ATTACHMENTS**

Not Applicable

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 26, 2026.

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

July 14, 2026

**FROM**

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

**SUBJECT**

Minutes for Board Meeting Held on June 9, 2026

**RECOMMENDATION(S)**

Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on June 9, 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**

There is no financial impact to the Housing Authority of the County of San Bernardino (HACSB) associated with this item.

**BACKGROUND INFORMATION**

The HACSB Board of Commissioners (Board) meeting took place on June 9, 2026. The meeting minutes are attached for review and approval by the Board.

**PROCUREMENT**

Not applicable

**ITEM ATTACHMENTS**

- Attachment – Minutes for June 9, 2026 Board Meeting

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 24, 2026.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
June 9, 2026**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting at the Administration Office, at 715 East Brier Drive, San Bernardino, California at 3:00 p.m. on June 9, 2026.

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 at 3:12 p.m., and upon roll call, the following were present:

Chair Cooper  
Vice-Chair MacDuff  
Commissioner Johnson  
Commissioner Miller  
Commissioner Thomas  
Commissioner Jain

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; Jennifer Dawson, Director of Administrative Services; Angie Lardapide, Procurement and Contracts Supervisor; John Moore, Director of Development; Lucy Leslie, Director of Housing Communities; Edgar Sedano, Junior Project Manager; Vanessa O’Neill, Real Estate Services Specialist; Renee Kangas, Senior Management Analyst; Shamira Shirley, Management Analyst; Armando Salazar, Management Analyst; and Gabrielle Hatfield, 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 June 9, 2026, agenda. There was one item to remove: Item #11, Closed Session.

**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, Maria Razo, provided the Executive Director’s Report. Discussion amongst the Board of Commissioners took place regarding the Executive Director’s Report for June 9, 2026.

**5) Board Building Presentation**

Discussion calendar item number 5, to receive the board building presentation for June 9, 2026, regarding preliminary information for the Fiscal Year 2026-2027 agency budget and the 2027 Moving to Work Annual Plan, was requested. Executive Director, Maria Razo, and Senior Management Analyst, Renee Kangas, provided the board building presentation.

**6) Approval of an increase in appropriations, effective July 1, 2026, for temporary help services – maintenance in the amount of \$160,000 split between two vendors not to exceed \$760,000; and approve Amendment No. 2 to Contract PC1314, effective July 1, 2026, for temporary help services – maintenance with AtWork Personnel Services and HB Staffing to exercise the second option year through June 30, 2027**

Discussion calendar item number 6, to approve an increase in appropriations, effective July 1, 2026, for temporary help services – maintenance in the amount of \$160,000 split between two vendors not to exceed \$760,000; and approve Amendment No. 2 to Contract PC1314, effective July 1, 2026, for temporary help services – maintenance with AtWork Personnel Services and HB Staffing to exercise the second option year through June 30, 2027, was requested.

Commissioner Johnson moved to approve discussion calendar item number 6, as recommended by staff and Commissioner Miller seconded the motion. Upon voice vote, the Ayes and Nays were as follows:

Ayes

Chair Cooper  
Vice-Chair MacDuff  
Commissioner Johnson  
Commissioner Miller  
Commissioner Thomas  
Commissioner Jain

Nays

**7) Retroactive approval of Amendment No. 1 to contract PC1445 effective March 11, 2026, with Intergraded Security Management Group for Armed Guard Services, increasing the current contract for additional temporary services by \$76,840 for a total amount not to exceed \$326,840 through June 3, 2026**

Discussion calendar item number 7, to retroactively approve Amendment No. 1 to contract PC1445 effective March 11, 2026, with Intergraded Security Management Group for Armed Guard Services, increasing the current contract for additional temporary services by \$76,840 for a total amount not to exceed \$326,840 through June 3, 2026, was requested.

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

Ayes

Chair Cooper  
Vice-Chair MacDuff  
Commissioner Johnson  
Commissioner Miller  
Commissioner Thomas  
Commissioner Jain

Nays

**8, 9 and 10) Consent Calendar**

Approval of the consent calendar including agenda items numbers 8-10 was requested. Commissioner Jain moved to approve consent calendar agenda items numbers 8-10:

- 8) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on May 12, 2026.
- 9) Approve and file agency-wide financial statements through January 2026.
- 10) Approve the expense of uncollectable vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of March 2026.

The motion was duly seconded by Commissioner Miller. Upon voice vote, the Ayes and Nays were as follows:

Ayes

Chair Cooper  
Vice-Chair MacDuff  
Commissioner Johnson  
Commissioner Miller  
Commissioner Thomas  
Commissioner Jain

Nays

**12) Individual Board Member Comments**

Chair Cooper provided an opportunity for individual board member comments. No comments were received from board members.

There being no other business, Commissioner Miller motioned for the June 9, 2026, meeting 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 4:38 p.m.

Attest:

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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**

July 14, 2026

**FROM**

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

**SUBJECT**

Agency-Wide Financial Statements Through February 2026

**RECOMMENDATION(S)**

Approve and file agency-wide financial statements through February 2026.  
(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) fiscal year-to-date agency-wide net gain through February 2026 is \$2,760,957 with a variance of \$5,287,249 when compared to the budgeted net loss of \$(2,526,291). This difference between what was budgeted and the actual income statement can be attributed to the following:

- The HCV program experienced a decrease in HAP expenses in the amount of \$4 million. This difference is due to two factors:
  - The budgeted amount does not take into consideration the implementation of the increased tenant portion percentage to 36% of income that was implemented during the fiscal year. This implementation resulted in some cost savings as was the intent.
  - The per unit cost (PUC) increase anticipated in the budget was lower than projected, resulting in lower expenses.
    - This outcome stems from several factors in the local rental market and program operations:
      - Continued softening of the rental market
      - California's Tenant Protection Act (AB 1482) lowered the maximum allowable annual rent increase for covered properties in the Riverside Area (including San Bernardino County) from 9.3% (effective through July 31, 2025) to 7.5% (effective August 1, 2025–July 31, 2026), further constraining landlord rent increase requested amounts.
  - A current hold on waitlist pulls and new leasing activity (pending 2026 final funding numbers), which has limited turnover and new admissions—many of which tend to have higher PUCs due to current market conditions.
- The tenant income was \$1.3 million higher than the budgeted amount, mostly due to an increase in rental income.
- Physical needs work was ~\$900,000 less than budgeted. This amount is reflected in the extraordinary maintenance line on the financial statements, and the variance is due to

some projects catching up due to staff turnover. Health and Safety items continue to get priority attention.

- A decrease of \$1.5 million in administrative expenses mostly due to vacant positions and delayed invoices for administrative expenses.
- Non-operating items, including depreciation, gains and losses on the disposition of fixed assets, and debt forgiveness, are not budgeted and totaled approximately \$900,000. The debt forgiveness relates to the Yucaipa Crest property, which included a contractual debt forgiveness clause triggered at the end of its affordability period. These items are primarily non-cash in nature, required under GAAP accrual accounting, and do not impact the Agency's 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 2027 for FY 2026.

<b>Financial Summary</b>	<b>FY 2026 YTD</b>
Revenues	\$105,405,383
Expenses	\$(101,746,917)
Operating Net Income/(Loss)	\$ 3,658,466
Operating Transfers/Non-Operating Items	\$( 897,509)
<b>Net Income/(Loss)</b>	<b>\$ 2,760,957</b>

**BACKGROUND INFORMATION**

HACSB is the largest provider of affordable housing in San Bernardino County, administering multiple housing programs, including the Housing Choice Voucher (HCV) program and owns and operates a multi-family portfolio. The HCV program provides tenant-based subsidies, enabling low-income families to afford safe, quality housing in the private market, complementing our portfolio of physical units. The FFY 2025-26 budget and financial operations align with HACSB's vision, mission, Strategic Plan, and MTW Annual Plans, supporting affordable housing and community development across the county. 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 the best practice to apprise HACSB's Board of Commissioners on the agency's financial position, HACSB is presenting the financial statements monthly.

**PROCUREMENT**

Not applicable

**ITEM ATTACHMENTS**

- Attachment – HACSB Budget Comparison 02.2026

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 26, 2026.

## HACSB Budget Comparison

Period = Oct 2025-Feb 2026

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	16,891,866	15,768,612	1,123,255	7.12	37,844,571
Total Other Tenant Income	476,642	258,930	217,712	84.08	615,078
NET TENANT INCOME	17,368,508	16,027,542	1,340,966	8.37	38,459,649
GRANT INCOME					
TOTAL GRANT INCOME	84,138,009	86,350,462	-2,212,453	-2.56	207,241,109
OTHER INCOME					
TOTAL OTHER INCOME	3,898,866	3,691,590	207,276	5.61	10,069,098
TOTAL INCOME	105,405,383	106,069,594	-664,211	-0.63	255,769,856
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	1,912,670	2,174,167	261,496	12.03	5,218,000
ADMINISTRATIVE					
Total Administrative Salaries	7,444,151	8,411,398	967,247	11.50	21,072,846
Total Legal Expense	265,572	279,551	13,979	5.00	668,848
Total Other Admin Expenses	3,722,265	4,116,260	393,995	9.57	9,968,590
Total Miscellaneous Admin Expenses	1,375,256	1,624,246	248,990	15.33	2,931,851
TOTAL ADMINISTRATIVE EXPENSES	12,807,245	14,431,456	1,624,211	11.25	34,642,135
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	22,570	78,400	55,830	71.21	186,610
UTILITIES					
TOTAL UTILITY EXPENSES	1,889,680	2,073,604	183,924	8.87	5,024,688
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	1,816,134	1,738,490	-77,643	-4.47	4,281,778
Total Materials	550,442	534,285	-16,157	-3.02	1,281,843
Total Contract Costs	2,060,398	1,989,797	-70,601	-3.55	4,770,102
TOTAL MAINTENANCE EXPENSES	4,426,974	4,262,573	-164,401	-3.86	10,333,723
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	1,407,650	1,318,347	-89,304	-6.77	2,988,262
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	1,354,584	2,190,854	836,271	38.17	3,736,804
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	77,063,408	81,197,135	4,133,727	5.09	194,873,123
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	862,136	869,351	7,215	0.83	2,097,206
TOTAL OPERATING EXPENSES	101,746,917	108,595,885	6,848,968	6.31	259,100,551
<b>OPERATING NET INCOME</b>	<b>3,658,466</b>	<b>-2,526,291</b>	<b>6,184,757</b>	<b>244.82</b>	<b>-3,330,695</b>
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	897,509	0	-897,509	N/A	0
NET INCOME	2,760,957	-2,526,291	5,287,249	209.29	-3,330,695

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

July 14, 2026

**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 April 2026.

**RECOMMENDATION(S)**

Approve the expense of uncollectable vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of April 2026.

(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 April 30, 2026, is \$75,309.43. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget. The true expense is reported after Board of Commissioners (Board) approval.

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month of April 2026  
 July 14, 2026

**SUMMARY FOR HACSB- Authority Owned Properties**

<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
402 - Summit Place	0	-
403 - Summit Walk	1	249.00
407 - Sunset Pointe	3	5,718.00
408 - Sunrise Vista	1	(136.00)
409 - Andalusia	2	11,987.00
410 - Merrill	0	-
417 - Yucca	1	2,227.00
418 - Grandview	1	389.00
432b - Van Leuven 8	1	7,040.00
434b - Brockton	1	3,465.00
434d - Third Street	0	-
437 - Sunset Gardens	0	-
467 - Hillcrest	0	-
481 - Waterman Gardens	2	7,159.00
481130 - Maplewood Homes	2	-
481131- Maplewood Homes Scattered	1	3,610.00
481142 - Upland	1	792.00
481161- Colton	1	9,963.00
490 - Northport	1	(99.00)
Concessions Write Off		-
<b>TOTAL RENT WRITE OFF</b>	19	52,364.00
Miscellaneous Charges		2,716.08
Maintenance Charges		22,021.80
Legal Charges		15,931.55
Security Deposits Applied		(17,724.00)
<b>NET TOTAL WRITE OFF</b>		75,309.43

**BACKGROUND INFORMATION**

On a monthly basis, HACSB records vacated tenant accounts for the Authority Owned Portfolio to be written off as 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 Rental Assistance Demonstration program.

Despite HACSB's efforts to collect the debts listed in the attached report, it has been determined that such debts are uncollectible. As part of HACSB's standard property management business practices, the Board approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. Subsequent to Board approval, the information is sent over to our contracted collection agency. Losses during this time period (April 1-April 30, 2026) are primarily for voluntary move-outs and evictions.

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss  
for the Month of April 2026  
July 14, 2026

**PROCUREMENT**

Not applicable

**ITEM ATTACHMENTS**

- Attachment – Collection Write-Offs – Authority Owned Portfolio

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 24, 2026.

# Housing Authority County of San Bernardino

Month End: 04/30/2026

## COLLECTION WRITE-OFFS - Authority Owned Portfolio

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>402 - Summit Place</b>													
1	G	G							(826.10)		(826.10)		(826.10)
						<b>TOTALS:</b>	-	-	(826.10)	-	(826.10)	-	(826.10)

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	Collection on bad debt								

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>													
2	L	J		V	2,115.00	249.00	-	-	884.00		1,133.00	800.00	333.00
						<b>TOTALS:</b>	249.00	-	884.00	-	1,133.00	800.00	333.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date	Vacate Date
2	Intent to Vacate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	04/03/26

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>407 - Sunset Pointe</b>														
3	T	P							(1,092.00)		(1,092.00)		(1,092.00)	
4	T	C		E	1,100.00	4,070.00		75.00	1,813.00	975.00	6,933.00	500.00	6,433.00	
5	B	C		E	1,275.00	1,318.00		150.00	1,837.00	975.00	4,280.00	500.00	3,780.00	
6	P	D		V	1,100.00	330.00		75.00	2,275.00		2,680.00	500.00	2,180.00	
						<b>TOTALS:</b>	5,718.00	-	300.00	4,833.00	1,950.00	12,801.00	1,500.00	11,301.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date	Vacate Date
3	Payment on bad debt								
4	Notice to Pay or Quit	01/06/26	Posted	01/20/26	02/09/26	N	N/A	04/21/26	04/21/26
5	Notice to Pay or Quit	03/06/26	Posted	03/20/26	03/25/26	N	N/A	N/A	04/01/26
6	Intent to Vacate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	04/09/26

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>													
7	R	C							(262.59)		(262.59)		(262.59)
8	P	F		V	1,400.00	(136.00)			1,716.75		1,580.75	600.00	980.75
						<b>TOTALS:</b>	(136.00)	-	1,454.16	-	1,318.16	600.00	718.16

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
7	Collection on bad debt								
8	Intent to Vacate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	04/27/26

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

# Housing Authority County of San Bernardino

Month End: 04/30/2026

## COLLECTION WRITE-OFFS - Authority Owned Portfolio

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>409 - Andalusia</b>													
9	J	A							(137.50)		(137.50)		(137.50)
10	J	M		E	1,811.00	7,667.00		250.00	2,311.50	2,823.00	13,051.50	1,250.00	11,801.50
11	W	K		E	2,338.00	4,320.00		75.00	3,437.05	2,209.55	10,041.60	2,338.00	7,703.60
<b>TOTALS:</b>					<b>11,987.00</b>	<b>11,987.00</b>	<b>-</b>	<b>325.00</b>	<b>5,611.05</b>	<b>5,032.55</b>	<b>22,955.60</b>	<b>3,588.00</b>	<b>19,367.60</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
9	Collection on bad debt								
10	Notice to Pay or Quit	01/21/26	Posted	01/21/26	02/04/26	Y	03/19/26	N/A	04/07/26
11	3-day to Quit	01/26/26	Hand	01/29/26	02/04/26	N	N/A	3/26/2026	03/26/26

<b>410 - Merrill</b>													
12	K	C							(125.00)		(125.00)		(125.00)
<b>TOTALS:</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>(125.00)</b>	<b>-</b>	<b>(125.00)</b>	<b>-</b>	<b>(125.00)</b>	<b>-</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
12	Payment on bad debt								

<b>417 - Yucca</b>													
13	E	M		E	1,870.00	2,227.00	-	100.00	4,143.88	1,500.00	7,970.88	1,850.00	6,120.88
<b>TOTALS:</b>					<b>2,227.00</b>	<b>2,227.00</b>	<b>-</b>	<b>100.00</b>	<b>4,143.88</b>	<b>1,500.00</b>	<b>7,970.88</b>	<b>1,850.00</b>	<b>6,120.88</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
13	Notice to Pay or Quit	01/06/26	Posted	01/28/26	02/06/26	Y	03/26/26	04/22/26	04/22/26

<b>418 - Grandview</b>													
14	D	V		V	2,008.00	389.00	-	971.18	375.00		1,735.18	600.00	1,135.18
<b>TOTALS:</b>					<b>389.00</b>	<b>389.00</b>	<b>-</b>	<b>971.18</b>	<b>375.00</b>	<b>-</b>	<b>1,735.18</b>	<b>600.00</b>	<b>1,135.18</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
14	Intent to Vacate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	03/31/26

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

**Housing Authority County of San Bernardino**

Month End: 04/30/2026

## COLLECTION WRITE-OFFS - Authority Owned Portfolio

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>432b - Van Leuven 8</b>														
15	Z	A		E	1,650.00	7,040.00		-	400.00	1,500.00	8,940.00	1,000.00	7,940.00	
						<b>TOTALS:</b>	<b>7,040.00</b>	<b>-</b>	<b>-</b>	<b>400.00</b>	<b>1,500.00</b>	<b>8,940.00</b>	<b>1,000.00</b>	<b>7,940.00</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
15	Notice to Pay or Quit	12/08/25	Posted	12/29/25	01/07/26	N	N/A	04/08/26	04/08/26

<b>434b - Brockton</b>														
16	O	Z		E	1,650.00	3,465.00			235.00	1,500.00	5,200.00	1,650.00	3,550.00	
						<b>TOTALS:</b>	<b>3,465.00</b>	<b>-</b>	<b>-</b>	<b>235.00</b>	<b>1,500.00</b>	<b>5,200.00</b>	<b>1,650.00</b>	<b>3,550.00</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	Notice to Pay or Quit	02/06/26	Posted	03/03/26	03/18/26	Y	N/A	N/A	04/03/26

<b>434d - Third Street</b>													
17	F	A							(100.00)		(100.00)		(100.00)
						<b>TOTALS:</b>	<b>-</b>	<b>-</b>	<b>(100.00)</b>	<b>-</b>	<b>(100.00)</b>	<b>-</b>	<b>(100.00)</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								

<b>437 - Sunset Gardens</b>													
18	M	A							(50.00)		(50.00)		(50.00)
						<b>TOTALS:</b>	<b>-</b>	<b>-</b>	<b>(50.00)</b>	<b>-</b>	<b>(50.00)</b>	<b>-</b>	<b>(50.00)</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
18	Payment on bad debt								

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

# Housing Authority County of San Bernardino

Month End: 04/30/2026

## COLLECTION WRITE-OFFS - Authority Owned Portfolio

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>													
19	H	G		V					255.90		255.90		255.90
<b>TOTALS:</b>						-	-	-	<b>255.90</b>	-	<b>255.90</b>	-	<b>255.90</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	Adjustment to previous month write off												

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>481 - Waterman Gardens</b>													
20	C	A		E	1,507.00	6,221.00			1,128.59	1,400.00	8,749.59	1,362.00	7,387.59
21	B	C		V	1,126.00	938.00		669.90	260.00	95.00	1,962.90	850.00	1,112.90
<b>TOTALS:</b>						7,159.00	-	669.90	1,388.59	1,495.00	10,712.49	2,212.00	8,500.49
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	Notice to Pay or Quit	11/06/25	Posted	11/25/25	12/22/25	N		N/A	04/01/26	04/01/26			
21	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	03/25/26			

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>481130 - Maplewood Homes</b>													
22	P	N							(291.21)		(291.21)		(291.21)
23	L	M							(39.00)		(39.00)		(39.00)
<b>TOTALS:</b>						-	-	-	<b>(330.21)</b>	-	<b>(330.21)</b>	-	<b>(330.21)</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	Payment on bad debt.									07/21/25			
23	Payment on bad debt.									04/03/24			

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>481131- Maplewood Homes Scattered</b>													
24	D	D		E	\$1,105	3,610.00		200.00	2,380.53	915.00	7,105.53	1,159.00	5,946.53
<b>TOTALS:</b>						3,610.00	-	200.00	2,380.53	915.00	7,105.53	1,159.00	5,946.53
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			
24	Notice to Pay or Quit	01/06/26	Posted	02/09/26	02/09/26	N		N/A	N/A	04/08/26			

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

# Housing Authority County of San Bernardino

Month End: 04/30/2026

## COLLECTION WRITE-OFFS - Authority Owned Portfolio

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>481142 - Upland</b>													
25	K	C		E	417.00	792.00		50.00	215.00	1,044.00	2,101.00	888.00	1,213.00
<b>TOTALS:</b>						<b>792.00</b>	<b>-</b>	<b>50.00</b>	<b>215.00</b>	<b>1,044.00</b>	<b>2,101.00</b>	<b>888.00</b>	<b>1,213.00</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		
25	3-Day Notice to Quit	01/07/26	posted and	01/07/26	N/A	N		N/A	N/A		04/27/26		

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>													
26	A	A		E	\$1,607	9,963.00		50.00	780.00	995.00	11,788.00	1,477.00	10,311.00
<b>TOTALS:</b>						<b>9,963.00</b>	<b>-</b>	<b>50.00</b>	<b>780.00</b>	<b>995.00</b>	<b>11,788.00</b>	<b>1,477.00</b>	<b>10,311.00</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		
26	Notice to Pay or Quit	10/07/25	Posted	01/28/26	02/02/26	N		N/A	N/A		04/06/26		

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>490 - Northport</b>													
27	P	A		S	1,769.00	(99.00)		50.00	497.00		448.00	400.00	48.00
<b>TOTALS:</b>						<b>(99.00)</b>	<b>-</b>	<b>50.00</b>	<b>497.00</b>	<b>-</b>	<b>448.00</b>	<b>400.00</b>	<b>48.00</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		
27	Skipped	N/A	N/A	N/A	N/A	N/A		N/A	N/A		04/02/26		

<b>ALL PROPERTY TOTALS:</b>						<b>52,364.00</b>	<b>-</b>	<b>2,716.08</b>	<b>22,021.80</b>	<b>15,931.55</b>	<b>93,033.43</b>	<b>17,724.00</b>	<b>75,309.43</b>
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\*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc.: D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.