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
November 10, 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. 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 November 10, 2026.
(Page 1)

5) Approve Contract No. PC1455, with Hyland Software, Inc. for Document Management System Services for an amount of $489,460, effective upon execution by both parties for an initial one-year term, with options to extend for up to four additional single or multiple year increments.
(Pages 2-21)

6) Approve Amendment No. 4 to the contract PC1336, effective December 1, 2026, for Inspection and Rent Reasonableness Services with Reliant Asset Management Solutions, exercising the second option year and increasing the compensation by $440,223 for a total amount not to exceed $1,726,383 through November 30, 2027.
(Pages 22-27)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: 7-11

7) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on September 8, 2026.
(Pages 28-35)

8) Approve and file agency-wide financial statements through May 2026.
(Pages 36-39)

9) Approve and file agency-wide financial statements through June 2026.
(Pages 40-43)

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 July 2026.
(Pages 44-49)

11) Approve the expense of uncollectable vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of August 2026.
(Pages 50-54)

12) Individual Board member comments.

13) 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

November 10, 2026

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

SUBJECT
Executive Director's Report for November 10, 2026

RECOMMENDATION(S)
Receive the Executive Director's Report for November 10, 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 October 21, 2026.

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

November 10, 2026

FROM

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

SUBJECT

Contract for Document Management System with Hyland Software, Inc.

RECOMMENDATION(S)

1. Approve Contract No. PC1455, with Hyland Software, Inc. for Document Management System Services for an amount of $489,460, effective upon execution by both parties for an initial one-year term, with options to extend for up to four additional single or multiple year increments.
2. Authorize the Executive Director to execute and deliver Contract No. PC1455 to Hyland Software Inc., and upon consultation with Legal Counsel, to approve any non-substantive revisions to complete the transaction.

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

STRATEGIC PLAN ALIGNMENT

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

The total amount is not expected to exceed $489,460 through the first term, which is funded by the Housing Authority of the County of San Bernardino's (HACSB) Housing Services and Affordable Housing FY 2027 operations budgets. The 26-27 expense amount, including the initial year implementation costs, is included in the board approved HACSB budget.

BACKGROUND INFORMATION

The FY 2026 Strategic Plan included the objective of exploring electronic document management systems (EDMS) and costs for the FY 2027 budget. The objective fell under Goal #2 of Aspirational Statement #4 (Innovation) to use software systems to enhance, streamline and increase productivity.

The department's current EDMS was developed in-house and is a digital file draw for documents. Although the EDMS reduces the need to transfer paper files between offices for file reviews, the documents within the system are difficult to locate and do not meet retention policies. The system does not support the routing of documents requiring approvals or redactions for public record requests. The system is also unreliable and is not supported by a software vendor. Documents on the current system are stored on servers hosted by HACSB and are vulnerable to system outages. When the servers are down or power/internet are out, documents cannot be accessed. Thus, both departments maintain printed copies of all documents in file folders as back-up. This requires staff to print, scan, and file all required documents for the customer's paper and digital files. The adoption of a new EDMS will increase efficiency by eliminating the need for a paper file.

The Housing Services department explored systems that were customizable and scalable, so the EDMS solution could serve the needs of other departments. The department sought an EDMS

that has workflows to ensure proper tracking and routing of documents, is searchable, and can incorporate the latest advancements in artificial intelligence so that greater efficiencies can be explored. After contacting several EDMS vendors and participating in software demonstrations, staff found that Hyland's On Base system met the agency's needs. Because Housing Services and Affordable Housing share the same case management processes, both departments plan to implement the EDMS together. Other departments are invited to explore OnBase adoption after initial implementation.

The adoption of a new EDMS will eliminate the reliance on paper files, increase efficiency, and decrease time involved with locating documents, maintaining both paper and electronic files, and managing document retention. The first-year cost of On Base includes the annual software subscription cost and one-time costs for project management support and conversion of our current EDMS to the On Base system.

PROCUREMENT

The recommended contract is being procured through Omnia Partners, contract number – R240307. Cooperative Purchasing is an authorized procurement method under both the Housing Authority's Procurement Policy and HUD procurement requirements.

HACSB's Procurement Policy authorizes the use of cooperative purchasing and piggyback agreements when it is determined to be in the Authority's best interest, and the originating procurement was conducted in accordance with applicable procurement requirements.

Additionally, HUD's Procurement Handbook 7460.8 REV-3**,** Chapter 15 – Cooperative Business Relationships**,** specifically recognizes and encourages the use of cooperative and intergovernmental purchasing agreements to promote greater economy and efficiency in the procurement of common goods and services. Further, 2 CFR § 200.318(e) encourages non-Federal entities to enter into state and local intergovernmental agreements or inter-entity agreements for the procurement or use of common or shared goods and services where appropriate. These cooperative arrangements can simplify and expedite the procurement process while leveraging competitively solicited contracts to obtain favorable pricing and terms, provided the underlying procurement complies with applicable Federal procurement requirements.

Staff have reviewed the originating cooperative solicitation and determined that the procurement was competitively conducted in accordance with applicable procurement requirements and that utilizing the cooperative agreement represents the most economical and efficient procurement method for the Housing Authority.

ITEM ATTACHMENTS

- Contract 1 – Hyland Master Agreement
- Contract 2 – Hyland Order Form
- Attachment – Hyland Multi-Year Cost Breakdown

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 30, 2026.

HYLAND MASTER AGREEMENT

This Hyland Master Agreement ("Agreement") is a binding agreement entered into by and between Hyland Software, Inc., 28105 Clemens Rd., Westlake, Ohio, 44145, United States ("Hyland") and San Bernardino County, CA, Housing Authority (HACSB), 715 East Brier Drive, San Bernardino, California, 92408-2841, United States ("Customer") effective as of the Effective Date. This Agreement governs Hyland's provision of, and Customer's use and access to, the Product(s), Professional Services and Success Path Services.

1. DEFINITIONS.

The capitalized terms used in this Agreement shall have the meanings ascribed to them herein or in Annex A.

2. PRODUCT LICENSE AND USE RIGHTS, RESTRICTIONS AND RESPONSIBILITIES.

2.1 Right to Use. During the term of the applicable Product Subscription and subject to Customer's compliance with the terms of this Agreement, including the Product Specific Terms, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as expressly provided in this Agreement), limited license to use the Product in accordance with the Documentation, AUP (where applicable), and the Product Specific Terms, solely for use by Customer and its Users for the internal business operations of Customer. Neither Customer nor any User shall make any use of the Product or associated Documentation in any manner not expressly permitted by this Agreement. Software licensed to Customer for an on-premise deployment will be provided in machine-readable object code form only and may be hosted on computer servers owned and controlled by a third party, provided that such third-party hosting provider shall be considered a contractor, and subject to the contractor use restrictions set forth herein. Product(s) may contain components that are downloaded or installed locally on Customer's systems and such components are intended to be used solely in connection with Customer's or its Users' use of the Product(s) and may not be used on a standalone basis.

2.2 Customer-Enabled Services and Content. Product(s) may contain functionality which allows Customer to: (a) utilize, link or integrate such Product with services from third parties of Customer's choosing, and/or (b) access websites, services, or content of Customer's choosing ((a) and (b) collectively ("Customer Connections")). Hyland has no responsibility, obligations or liability for such Customer Connections or failures related thereto. Hyland is not responsible for any data provided by or through such Customer Connections or by Customer to the Customer Connections via the Product. Hyland reserves the right to suspend or restrict integration with any Customer Connections if it poses a security, performance, or other risk to Hyland, the Product or Hyland's customers generally. Hyland does not endorse any websites, services or content that may be linked by Customer through the Product.

2.3 Third-Party Software Licenses; Mobile Devices. The Product(s) may be bundled with software owned by third parties. Such third-party software is licensed solely for use within the Product(s) and may not be used on a standalone basis. Additionally, in the case of such software installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to Customer or Customer's Users in the software, and this Agreement will not govern such software.

2.4 Licensing. Product(s) are licensed for a specific type of use, such as concurrently, on a specified workstation, by a specified individual, or by volume or usage metrics, and Customer's right to use the Product is limited by such scope. Customer shall not permit direct or indirect access to or use of the Product in a way that circumvents or attempts to circumvent any such usage limit. Product(s) that are licensed on a volume-basis may: (a) no longer function if applicable volume limits have been exceeded; (b) require Customer to pay additional fees based on Customer's volume usage; and/or (c) include functionality which monitors or tracks Customer usage and reports that usage. Customer acknowledges and agrees that additional fees may apply based on Customer's volume usage.

2.5 Contractor Use Restrictions. Customer agrees that if it desires to allow a contractor to do any of the following: (a) make use of the configuration tools, administrative tools or any application programming interfaces; (b) attend any Hyland training courses, either online or in person; or (c) access any of Hyland's secure websites (including, but not limited to, https://community.Hyland.com), either through contractor's use of Customer's own log-in credentials or through credentials received directly or indirectly by contractor; then, Hyland may require that the entity employing such contractor enter into a confidentiality agreement directly with Hyland.

2.6 Compliance. Customer shall ensure that its use of the Product is at all times compliant with this Agreement, including the Documentation, the applicable Product Specific Terms and the AUP (where applicable), and all applicable laws. Customer is responsible for its Users' actions and compliance with this Agreement.

2.7 Non-Production Environments. Subject to the payment of applicable fees, Customer will have access to, and Hyland will provide Non-Production Systems as described in the Product Specific Terms.

2.8 GRaaS Services. If Customer is purchasing GRaaS Services, GRaaS Services are not governed by the terms of this Agreement but, instead, are subject to the GRaaS Services Terms and Conditions, which are available at https://www.hyland.com/en/legal/graas-terms-conditions.

2.9 Hyland Content Portal. If Customer is purchasing a hosted version of the Hyland Content Portal, such hosted version of

the Hyland Content Portal is not governed by the terms of this Agreement but, instead, is subject to the Hyland Content Portal Terms of Use, which are available at https://legal.hyland.com/hyland-portal-termsandconditions.

2.10 Tribun Health Bundle. If Customer is purchasing the Tribun Health Bundle, such Tribun Health Bundle is governed by the terms of this Agreement as modified by the Tribun Health Bundle Terms and Conditions, which are available at https://legal.hyland.com/tribun-health-terms.

3. SERVICES.

3.1 Success Path Services. During the term of the applicable Product Subscription, Hyland will provide Customer with the Success Path Services pursuant to the applicable Success Path Customer purchases with respect to each of its Product Subscriptions.

3.1.1 Success Path Manual. The initial Success Path purchased by Customer for a Product Subscription is set forth in the initial Order Form. Hyland may modify the Success Path Manual from time to time, provided that any modifications will not be effective until the next renewal of Customer's applicable Product Subscription. To the extent Success Path upgrades or downgrades are available related to the Product Subscription purchased by Customer, Customer may upgrade the Success Path at any time, but any downgrade will not be effective until the beginning of the next renewal of the applicable Product Subscription.

3.2 Professional Services. Customer agrees that the Professional Services Schedule, available at https://legal.hyland.com/professional-services-schedule shall apply to all Professional Services provided by Hyland for Customer.

4. FEES AND PAYMENT; TAXES.

4.1 Invoicing. All invoices shall be sent electronically by Hyland to the other party to the attention of "Accounts Payable," or to such other person or department as the other party may specify from time to time by written notice to Hyland. In the event any invoice contains a billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

4.2 General Payment Terms. Unless otherwise provided in this Agreement, Customer shall pay in full all fees within thirty (30) days after the receipt of such invoice.

4.3 Payment of Fees. Customer shall pay all fees for the Product Subscriptions in such amounts as invoiced by Hyland, including any applicable additional fees if Customer exceeds the allotted capacity or other applicable limits specified in the Order Form or Product Specific Terms. Unless otherwise specified in an Order Form: (a) Recurring Fees will be invoiced annually in advance; and (b) fees incurred for overages (including storage) or on a consumption basis will be calculated and invoiced monthly in arrears. Hyland may increase Recurring Fees annually by up to ten percent (10%) of the previous year's Recurring Fees.

4.4 Other Fees. If, upon mutual agreement of the parties, Hyland provides any other services or deliverables that are not covered by the fees and charges described herein or in an Order Form, Hyland will invoice for such other fees or charges based upon Hyland's then current list prices or the pricing that the parties have mutually agreed upon in connection with such other services or deliverables.

4.5 Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish to Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

4.6 Resolution of Invoice Disputes. In the case of any Disputed Amount (as defined below) that is disputed in accordance with this Section, both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of Customer's timely notice of the Disputed Amount. If any Disputed Amount remains disputed in good faith after such 30-day period, the parties agree that at least one of each of their respective members of senior management will meet within ten (10) calendar days to attempt to resolve the dispute. If the dispute is not thereby resolved, either party may file litigation in a court of competent jurisdiction to seek resolution of the dispute. As used herein, "Disputed Amounts" means those amounts on any invoice which the invoiced party is disputing reasonably and in good faith and is cooperating diligently to resolve the dispute.

4.7 Training. Hyland offers training courses to Customer and its employees as described on Hyland's training web portal (currently https://university.hyland.com/). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time Customer registers for training. Hyland shall invoice Customer for applicable training fees upon Customer's registration for each training course and such invoice shall be due and payable in accordance with this Agreement. In the event

Customer prepays for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training or the Effective Date of the applicable Order Form for such training, whichever is earlier.

5. INSURANCE.

5.1 Hyland will maintain and keep in force the following insurance coverage:

5.1.1 Worker's Compensation and Employer's Liability Insurance Coverage (as applicable). In the case of coverage of US employees, the worker's compensation coverage shall be in the minimum amounts required by statute, and the Employer's Liability Insurance Coverage shall be USD $1,000,000.00 bodily injury each accident, USD $1,000,000.00 bodily injury by disease each employee and policy limit. In the case of coverage for UK employees, the policy limits under the Employer's Liability Insurance Coverage shall be GBP 5,000,000.00;

5.1.2 General Liability Insurance Coverage. The policy limit under the General Liability Insurance Coverage shall be USD $1,000,000.00 per occurrence and USD $2,000,000.00 in aggregate;

5.1.3 Automobile Liability Insurance Coverage. The policy limit under the Automobile Liability Insurance Coverage policy shall be for USD $1,000,000.00 per occurrence;

5.1.4 Cyber Liability Insurance. The policy limit under the Cyber Liability Insurance Coverage shall be for USD $5,000,000.00 per claim; and

5.1.5 Professional Liability (Errors & Omissions). The policy limit under the Professional Liability Insurance Coverage shall be USD $5,000,000.00 per claim.

Hyland shall provide a certificate of insurance listing the above coverages upon Customer's reasonable request.

6. CONFIDENTIAL INFORMATION.

6.1 Confidential Information. "Confidential Information" shall be such information disclosed hereunder that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient; or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party; or (d) is demonstrated by recipient to have been independently developed by recipient without reference to the other party's information.

6.2 Obligations. Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use or disclose the Confidential Information other than as permitted under this Agreement. Each party agrees not to disclose to any third party any such Confidential Information, except as may be required by law, regulation or court order; or as otherwise provided under this Agreement. Each party shall be liable and responsible for any breach of this Section committed by any of such party's affiliates, employees, agents, consultants, contractors or representatives.

7. OWNERSHIP AND PROHIBITED CONDUCT.

7.1 Ownership. Hyland and its suppliers own the Product(s), Professional Services, Success Path Services and Documentation, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Product(s), Professional Services, Success Path Services and Documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Product(s), Professional Services, Success Path Services and Documentation are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Product(s), Professional Services, Success Path Services or Documentation, except for the limited express rights granted in this Agreement. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall Customer file or obtain any lien or security interest in or on any components of the Product(s), Professional Services, Success Path Services or Documentation.

7.2 Prohibited Conduct. Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Product(s) or Documentation; (b) sell, transfer, rent, lease or sub-license the Product(s) or Documentation to any third party, or use the Product(s) or Documentation for processing of third-party data as a service bureau, application service provider or otherwise for the business operations of any third-party; (c) modify the Product(s) or Documentation, or prepare derivative works therefrom; or (d) decipher, reverse engineer, disassemble, decompile or otherwise attempt to derive or gain improper access to source code or from any components, models, algorithms or systems of or used to provide the Product(s) or Documentation, in whole or in part, or engage in any of the adversarial attacks set forth in the

NIST AI 100-2 E2025 Adversarial Machine Learning: A Taxonomy and Terminology of Attacks and Mitigations available at https://doi.org/10.6028/NIST.AI.100-2e2025.

7.3 Suspension of Product(s) or Services. Hyland may, without limiting its other rights and remedies, suspend or cease the provision of any Professional Services or Success Path Services or access to any Product(s) or Customer portals in the case of: (a) a Prohibited Act; or (b) Customer's failure to make any payment when due (other than with respect to Disputed Amounts). Hyland will use reasonable efforts to (i) notify Customer prior to any suspension, unless prohibited by applicable law or court order, and (ii) resume the provision of Professional Services and Success Path Services and/or re-establish access to the Product(s) or Customer portals promptly after the issue causing the suspension has been resolved. Customer will remain responsible for all fees incurred before and during any suspension.

8. CUSTOMER DATA.

8.1 Customer Data. As between Customer and Hyland, Customer is and will remain the owner of all Customer Data, including any intellectual property rights therein. Customer Data shall be considered Customer's Confidential Information. Customer hereby grants Hyland, its affiliates, and its subcontractors all necessary rights and authority to process Customer Data as set forth in this Agreement.

8.2 Personal Data. Hyland and Customer agree that the Global Data Processing Schedule, located at https://legal.hyland.com/gdpr-customerdpa shall apply to all Personal Data processed by Hyland under this Agreement.

8.3 Scope of Processing. Hyland may process Customer Data solely: (a) to provide, maintain, and develop the Product(s), Professional Services and Success Path Services; (b) to prevent or address technical issues; (c) as necessary to enforce the AUP and any applicable Third-Party AUPs (as defined in the Artificial Intelligence Terms) or as required by law; (d) as described in the Product Specific Terms; and/or (e) as otherwise agreed by the parties in writing.

8.4 Analytical Data. Hyland may create and use Analytical Data for any purpose, including to train, validate and improve its products and services.

8.5 Feedback. If Customer provides Hyland with feedback or suggestions regarding its Product(s) or services, Hyland may use the feedback or suggestions without restriction or obligation.

8.6 Customer Data Warranty. Customer represents and warrants to Hyland that: (a) Customer has the right and authority to use the Customer Data, and to allow Hyland to use the Customer Data, as contemplated under this Agreement and that such use does not violate any contracts, agreements, or any applicable law; and (b) Customer will use reasonable efforts to ensure that any Customer Data submitted to Hyland will be free of viruses.

8.7 Artificial Intelligence. With respect to any Hyland Product that contains artificial intelligence functionality, the Artificial Intelligence Terms available at https://legal.hyland.com/artificial-intelligence-terms shall apply.

9. LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES.

9.1 Product Warranty. Hyland warrants that, when used as authorized under this Agreement, the Product(s) will perform substantially in accordance with the applicable Documentation.

9.2 Exclusions. These warranties shall not apply to, and Hyland shall have no liability for any non-conformity to the extent it is caused by or related to: (a) incorrect data or incorrect procedures used or provided by Customer or a third party; (b) failure of Customer to perform and fulfill its obligations under this Agreement; (c) any component of the Product that has been modified or misused by Customer or a third party; (d) problems within or impacting Customer's computing environment, including any Customer third-party software applications, hardware, network or internet connectivity; (e) Customer's failure to install the most recent update made generally available to customers or any other update which resolves the issue; (f) a force majeure event; or (g) if the Product is used in combination with equipment or software that has not been provided by Hyland or that is inconsistent with the Documentation.

9.3 Warranty Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities for which Customer has provided written notification to Hyland promptly after discovery of the non-conformity shall be to either: (a) correct the non-conforming Product component which may include the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that correcting the non-conformity is not practicable, then terminate this Agreement with respect to the non-conforming Product component, in which event, upon compliance by Customer with its termination obligations under this Agreement, Hyland will provide a refund to Customer of the unused fees prepaid by Customer and attributable to the non-conforming Product component.

9.4 Disclaimers.

EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THIS AGREEMENT, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY PRODUCT OR SERVICES PROVIDED UNDER THIS AGREEMENT. HYLAND AND ITS SUPPLIERS DISCLAIM AND

EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT ANY PRODUCT OR SERVICES PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY PRODUCT OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HYLAND AND ITS SUPPLIERS DO NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

HYLAND SPECIFICALLY ASSUMES NO RESPONSIBILITY FOR CUSTOMER'S SELECTION OF THE PRODUCT(S) OR SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCT OR SERVICES USED IN ANY NON-PRODUCTION ENVIRONMENT AND PROVIDES ANY SUCH PRODUCT AND SERVICES “AS IS.”

No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

10. TRIAL SERVICES. If Customer registers or accepts an invitation for Trial Services, including through Hyland’s websites, or enters into an Order Form for the same, Hyland will make such Trial Services available to Customer on a trial basis, until the earlier of (a) the end of the trial period for which Customer registered to use the applicable Trial Services, or (b) the end date specified in the applicable Order Form. Hyland may, in its sole discretion, extend or discontinue the availability of Trial Services at any time. Trial Services may contain bugs, errors, or features that Hyland may never release generally. Trial Services features and performance are Hyland’s Confidential Information. Trial Services may be subject to additional terms as provided by Hyland at the time Customer registers or accepts the invitation for Trial Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: (y) HYLAND DISCLAIMS LIABILITY FOR THE TRIAL SERVICES; AND (z) TRIAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTY AND ARE NOT SUBJECT TO ANY, INDEMNITY, SERVICE LEVEL AGREEMENT, SUCCESS PATH SERVICES, OR OTHER OBLIGATIONS EXCEPT AS STATED IN THIS SECTION.

11. INFRINGEMENT INDEMNITY.

11.1 Indemnification by Hyland. Hyland will (a) defend Customer from and against any third-party claim to the extent alleging that the Product(s) or Success Path Services, when used by Customer as authorized by this Agreement, infringes any intellectual property right of a third party (“Infringement Claim”), and (b) indemnify and hold harmless Customer against any damages, fines or costs finally awarded by a court of competent jurisdiction (including reasonable attorneys’ fees) or agreed settlement by Hyland resulting from an Infringement Claim, provided that Hyland: (i) is notified promptly after Customer receives notice of such claim; (ii) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided that Hyland will not settle any such claim without the prior written consent of Customer if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of Customer or otherwise requires payment by Customer; (iii) receives Customer’s reasonable cooperation in the defense or settlement of such claim; and (iv) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Product(s), or to replace the relevant portions of the Product(s) with other equivalent, non-infringing Product components or Success Path Services.

11.2 Remedy. If Hyland is unable to accomplish either of the options set forth in subparagraph (iv) of the immediately preceding Section, Hyland shall, terminate this Agreement with respect to the Product or Success Path Services at issue upon thirty (30) days advance written notice to Customer and refund to Customer the pre-paid, unused fees for the terminated portion of the applicable Product Subscription

11.3 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to defend, indemnify or hold Customer harmless against any Infringement Claim to the extent it arises from: (a) any Customer Data; (b) use of the Product(s) or Success Path Services by Customer other than as expressly permitted by this Agreement; (c) the combination of the Product(s) or Success Path Services or any component thereof with any product or service not furnished by Hyland to Customer; (d) the modification of or addition of any component of the Product(s) or Success Path Services made by any resource other than by Hyland or any third party specifically retained by Hyland (including Hyland‘s authorized channel partners) to provide such modification or addition; or (e) the Customer’s business methods or processes.

THIS SECTION STATES HYLAND’S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE PRODUCT(S) OR SUCCESS PATH SERVICES OR ANY COMPONENT THEREOF.

12. LIMITATION OF LIABILITY.

12.1 EXCEPT WITH RESPECT TO: (a) HYLAND'S INDEMNIFICATION OBLIGATIONS FOR INTELLECTUAL PROPERTY INFRINGEMENT; (b) CUSTOMER'S PAYMENT OBLIGATIONS; (c) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR ITS USERS' PROHIBITED ACTS, OR EITHER PARTY'S WILFUL MISCONDUCT OR FRAUD; OR (d) THE EXTENT THESE LIMITATIONS ARE PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY'S (INCLUDING ITS AFFILIATES' AND SUPPLIERS') TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCT(S) OR SERVICES PROVIDED UNDER IT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID OR DUE TO HYLAND BY CUSTOMER (LESS ANY REFUNDS OR CREDITS) FOR THE USE OF THE PRODUCT(S) OR SERVICES THAT GAVE RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY (THE "GENERAL CAP"); PROVIDED THAT FOR LIABILITY ARISING OUT OF OR RELATED TO A BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT (INCLUDING A DATA PROCESSING AGREEMENT OR BUSINESS ASSOCIATE AGREEMENT), THE BREACHING PARTY'S LIABILITY WILL BE INCREASED TO TWO (2) TIMES THE GENERAL CAP (THE "SUPERCAP").

12.2 EXCEPT WITH RESPECT TO: (i) CLAIMS, LOSSES OR DAMAGES ARISING OUT OF EITHER PARTY'S WILFUL MISCONDUCT OR FRAUD; (ii) AMOUNTS PAYABLE TO THIRD PARTIES UNDER EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (iii) THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT), LOSS OR CORRUPTION OF DATA OR PROGRAMS, COSTS OF REPLACEMENT OR THE REMEDY OF COVER, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

12.3 Subject to the Supercap, if unauthorized disclosure of or access to Customer's personal data is caused by Hyland's breach of its confidentiality, security, or privacy obligations, Hyland shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (x) providing notification to applicable government and relevant industry self-regulatory agencies, to the media and to individuals whose personal data may have been accessed or acquired, where required by law; and (y) providing credit monitoring service (where such service addresses the harm caused by the unauthorized access or disclosure) to individuals who elect to receive such credit monitoring service and whose personal data may have been accessed or acquired, for a period of one (1) year after the date on which such individuals were notified of the unauthorized access or acquisition.

12.4 IF CUSTOMER USES THE PRODUCT(S) OR SERVICES (AS THE CASE MAY BE) IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE PRODUCT(S) AND SERVICES DO NOT OFFER MEDICAL INTERPRETATIONS OF DATA, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY OR TREATMENT; THE PRODUCT(S) AND SERVICES ARE AN INFORMATION RESOURCE AND NOT A SUBSTITUTE FOR THE SKILL, JUDGMENT AND KNOWLEDGE OF CUSTOMER'S USERS OF THE PRODUCT(S) OR SERVICES IN THE PROVISION OF HEALTHCARE SERVICES. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED HEREIN, HYLAND SHALL NOT HAVE ANY LIABILITY FOR ANY ASPECT OF HEALTHCARE SERVICES PROVIDED BY CUSTOMER IN CONJUNCTION WITH ITS USE OF THE PRODUCT(S) OR SERVICES.

13. CERTAIN CUSTOMER OBLIGATIONS AND RESTRICTIONS. Customer shall:

(a) be responsible for the use and access of the Product, including, but not limited to, (i) setting-up log-in accounts (e.g., user names, passwords, tokens, etc.), (ii) immediately revoking accounts when a User no longer requires access, (iii) prohibiting the sharing of log-in credentials; and (iv) internal management and administration of the Product;

(b) have sole responsibility for the accuracy, quality, content and legality of all Customer Data;

(c) prohibit unauthorized access to, or use of the Product and shall notify Hyland promptly of any such unauthorized access or use of the Product of which it becomes aware;

(d) make use of available Product security features and controls to properly transmit, store, process and provide access to Customer Data;

(e) provide all reasonably necessary access, Customer contacts and other information and cooperation for Hyland to effectively provide the Product, Professional Services, and Success Path Services.

(f) not use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Product without advance written approval from Hyland;

(g) not disclose to any third party any benchmark or performance tests of the Product;

(h) not use functionality included in Product to, directly or indirectly, develop or improve a similar or competing product or service other than as may be described in the Documentation; or

(i) be responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for Customer to properly access and use the Products. Hyland shall have no responsibility or liability for any unavailability or failure of, or nonconformity or defect in, the Products that is caused by or related in any manner to any failure of Customer to obtain and maintain all such software, hardware, and equipment.

14. TERM AND TERMINATION.

14.1 Term of this Agreement and Product Subscription(s). This Agreement shall have a term commencing on the Effective Date and will continue until all Product Subscriptions have expired or been terminated. The term of a Product Subscription shall be the Initial Term, and unless otherwise provided in an Order Form, such term shall automatically renew for additional periods of one (1) year, unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current term. Notwithstanding the foregoing, in no event shall the total term of this Agreement, including any renewal periods, exceed five (5) years, and at the end of such five-year period, this Agreement may only be renewed upon mutual written agreement of the parties. In the event Customer purchases add-on licenses or services to a Product Subscription via an Order Form or purchase order, the term of such add-on licenses or service shall run coterminous with the existing applicable Product Subscription, unless otherwise stated via an Order Form.

14.2 Termination by Either Party

14.2.1 Either party may terminate this Agreement effective immediately upon written notice to the other party, if the other party (a) terminates or suspends its business without a successor or becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (b) has committed a breach of a material provision of this Agreement and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party. In the event Customer terminates under (b) above, Hyland shall refund Customer any prepaid fees for Product(s) or services that were to be provided after the effective date of termination.

14.2.2 If, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of this Agreement will be in violation of any law or regulation implemented or modified after the Effective Date, Customer or Hyland, as the case may be, may terminate the applicable Product Subscription upon thirty (30) days written notice to the other party.

14.3 Certain Effects or Consequences of Termination; Survival of Certain Provisions.

14.3.1 Generally. Any termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement at the time of termination, including a party's obligation to pay any fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Agreement and all liabilities which have accrued prior to the date of termination shall survive.

14.3.2 Survival of Certain Obligations. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied. For clarity, this includes, without limitation, this Termination provision, all provisions under the General Provisions Section of this Agreement, the Limitation of Liability, and the Disclaimer of Warranties.

14.3.3 Additional Effects or Consequences of Termination. Upon expiration or termination of this Agreement, subject to the Standard Data Extraction Period or Hyland Assisted Data Extraction Period (as defined below), if applicable, any license to use the Product(s) will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (a) discontinue any and all use of the Product(s), and Documentation; and (b) in the case of any Product and Documentation within Customer's control, either: (i) return the Product and Documentation to Hyland, or (ii) with the prior permission of Hyland, destroy the Product and Documentation and certify in writing to Hyland that Customer has completed such destruction.

14.3.4 Return of Customer Data. For thirty (30) days after the effective date of termination or expiration of a Cloud Service Product Subscription (the "Standard Data Extraction Period"), Hyland will continue to make the Cloud Service available to Customer solely for the purpose of Customer exporting or downloading Customer Data that is in the Cloud Service as of the date of termination or expiration as described in the Decommission and Data Return Guide, available on https://community.Hyland.com (the "Decommission and Data Return Guide"). If Customer needs assistance with the extraction of such Customer Data (which request for assistance shall be made in writing to Hyland prior to the effective date of termination or expiration of the Cloud Service Product Subscription), or if Hyland determines that assistance is required, Hyland may provide such assistance subject to the execution of a mutually agreed upon Services Proposal or Order Form. If Hyland provides such assistance, Hyland will continue to make the Cloud Service available to Customer solely for the purpose of Customer exporting, downloading, or validating delivery of Customer Data as described in the Decommission and Data Return Guide (the "Hyland Assisted Data Extraction Period"). If Customer has not requested Hyland's assistance and needs longer than the Standard Data Extraction Period to export or download their data, Hyland may provide a transition period for

these purposes, subject to the execution of a mutually agreed upon Order Form ("Transition Period"). At the end of the Standard Data Extraction Period, the Hyland Assisted Data Extraction Period or the Transition Period, to the extent applicable and whichever is latest, the Cloud Service will be decommissioned and the Customer Data will be deleted.

15. GENERAL PROVISIONS.

15.1 Affiliate Rights. Affiliates of Customer will have rights to use the Product purchased pursuant to an Order Form to the extent such Affiliate(s) are identified on such Order Form (an "Authorized Affiliate"). The Customer shall be responsible for any breaches of this Agreement by any such Authorized Affiliate as if such Authorized Affiliate was the Customer.

15.2 Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of California (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof.

15.3 Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

15.4 Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

15.5 Integration. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and includes the applicable Product Specific Terms, Schedules and other documents (including those made available via an online link) that are referenced herein or that reference this Agreement as governing such document. No provision of this Agreement will be deemed waived, amended or modified by any of the parties, unless such waiver, amendment or modification is made in writing and signed by authorized representatives of the parties to this Agreement. This Agreement supersedes all previous agreements between or among any of the parties relating to the subject matter hereof. If there is a conflict between the terms of this Agreement and the terms of any other document, the terms of this Agreement shall prevail; provided, however, that with respect to an Order Form, the Order Form shall control solely with respect to the subject matter of such Order Form. Customer acknowledges and agrees by entering into this Agreement that its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. The parties specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communications are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties.

15.6 Notices. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective when made in writing and sent to each party, by either: (a) reputable overnight courier, specifying next day delivery to the address specified in this Agreement or last known business address of such party; or (b) email to the address specified in this Agreement or such other email address provided by such party for such purpose, without receipt of a notice of failed delivery.

In cases where the Hyland contracting party is not Hyland Software, Inc., all notices shall also be sent with copy to:

Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
Attn: General Counsel
hylandcontracts@hyland.com

15.7 Binding Effect; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise set forth in this Agreement, neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Notwithstanding anything to the contrary, the parties agree that Hyland may assign all or part of its obligations and duties under this Agreement to any Hyland affiliate without the consent of the other party. Any assignment made without compliance with the section shall be null and void and of no force or effect.

15.8 Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

15.9 Audit. During the term of this Agreement and for one (1) year thereafter, Hyland shall be permitted to audit

Customer's use of the Product(s) and Success Path Services solely in order to determine Customer's compliance with the terms of this Agreement, including, where applicable, to measure Customer's volume usage. Where necessary to conduct such audit, upon reasonable notice to Customer, Hyland shall be permitted access to Customer's systems, facilities and records, during regular business hours. Additionally, if requested by Hyland in connection with Product(s) licensed on a volume basis, Customer shall provide reports that show Customer's volume usage. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit.

15.10 Subcontracting. Hyland may subcontract all or any part of the services to any third party, provided that Hyland shall remain responsible to Customer for the provision of any subcontracted services.

15.11 Independent Contractor. The parties hereto are independent contractors under this Agreement and nothing in this Agreement authorizes a party to act as a legal representative or agent of the other party for any purpose or to commit the other party to any obligations with a third party, including, but not limited to, any obligations related to such other party's employees. It is expressly understood that this Agreement does not establish a franchise relationship, partnership, principal-agent relationship or joint venture.

15.12 Export. Product(s) and Documentation provided under this Agreement are subject to all applicable laws, regulations, and other limitations on the export or re-export of commodities, technical data and software. Customer hereto agrees to comply fully with all relevant export control laws, regulations, and limitations to assure that the Product(s) or Documentation is not exported, re-exported, used, transferred, accessed, or disclosed in violation of any limitations imposed by the United States, Member States of the European Union, or any other relevant jurisdictions or authority. Customer must not (and must not allow anyone else to) export, re-export, use, transfer, access, or disclose the Product(s) or Documentation: (a) to (or to a national or resident of) any United States embargoed jurisdiction; (b) to anyone on any United States or applicable non-United States restricted or denied-party list; (c) to any party that Customer has reason to know it will be used in violation of United States export law or limitation, or for any restricted end use, such as any sensitive nuclear, chemical or biological weapons, or missile technology unless authorized by the United States Government by regulation or specific license. In addition, if the Customer is located in a European Union Member State, United Kingdom, Norway or Switzerland, the Product(s) or Documentation may also be subject to Council Regulation (EC) No 428/2009 and/or equivalent laws relating to dual-use items. As such, those items must not be transmitted outside of the European Union, United Kingdom, Norway or Switzerland without a license or authorization being issued by the export control authority of the relevant European Union Member State or the applicable authorities in Norway, Switzerland or the United Kingdom. The Customer shall not use any Product or Documentation provided under this Agreement to create technology or software that is controlled under any relevant export control laws and regulations.

15.13 Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights may not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance and/or injunctive relief to enforce the provisions of this Agreement.

15.14 Force Majeure. No failure, delay or default in performance of any obligation of a party to this Agreement shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon the foregoing shall give to the other party prompt written notice when the cause arises and ends. If any performance date by a party is postponed pursuant to this Section for longer than ninety (90) calendar days, the other party may terminate this Agreement with thirty (30) days' written notice to the other party.

15.15 Counterparts. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

15.16 Expenses. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

15.17 Third Parties. Nothing herein, express or implied, confers, or is intended or shall be construed to confer, any rights or remedies on any person or entity other than the parties hereto, or permits enforcement under the Contracts (Rights of Third Parties) Act 99 or similar laws; provided, however, that third-party suppliers of software products bundled with the Software are third-party beneficiaries to this Agreement as it applies to their respective software products.

15.18 No High-Risk Use. The Product(s) are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. The Product(s) are not designed or intended for use in any situation where failure or fault of any kind of the Product(s) could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). The Product(s) are not licensed by Hyland to use in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Product(s) for administrative purposes, as an information resource for medical professionals, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or

indirectly responsible for the control function. Customer agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's or its Users' use of the Product(s) in connection with any High-Risk Use. Hyland will: (y) promptly notify Customer of any claim for which Hyland seeks indemnification; and (z) reasonably cooperate with Customer in defending and settling the claim.

15.19 U.S. Government End Users. To the extent applicable to Customer, the terms and conditions of this Agreement shall pertain to the U.S. Government's use and/or disclosure of the Product(s), and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement, or using or accepting the delivery of a Product, the U.S. Government hereby agrees that the Product(s), as applicable qualify as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Product(s) are developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with federal law, the U.S. Government agrees to return to Hyland or stop using the Product(s) as the case may be. In addition to the foregoing, where the Defense Federal Acquisition Regulation Supplement (DFARS) is applicable, use, modification, reproduction, release, display, or disclosure of the Product(s) or Documentation by the U.S. Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual terms or conditions.

HYLAND MASTER AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

< >	< >
San Bernardino County, CA, Housing Authority (HACSB)	**Hyland Software, Inc.**
By:	By:
Name: Maria Razo	Name: (Print)
Title: Executive Director	Title:
Date:	Date:
	Hyland Legal
	Approved By:
	Date:

ANNEX A: DEFINITIONS

The defined terms below shall have the meaning ascribed to them below as used throughout this Agreement. Certain Product Specific Terms may also include additional defined terms that are relevant to such Product Specific Terms.

"**Affiliate**" means an entity that has control of, is under control by, or is under common control with the Customer or Hyland, as applicable, either directly or indirectly through one or more other entities that have control of, are under control by, or are under common control with the Customer or Hyland, respectively. The term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity through the ownership of at least fifty percent (50%) of voting securities.

"Analytical Data" means Anonymized and Aggregated Data and Usage and Metadata.

"**Anonymized and Aggregated Data**" means any data, insights, or other information generated or derived from Customer Data that has been anonymized and aggregated.

"AUP" means the Acceptable Use Policy available at https://legal.hyland.com/acceptable-use-policy-attachment.

"Cloud Service" means the hosted Software service provided by Hyland as described in the Documentation, including any improvements or enhancement thereto provided during a Product Subscription.

"Customer Data" means all electronic data or information submitted by Customer or its Users to a Cloud Service. Customer Data excludes Analytical Data and Customer feedback or suggestions.

"**Documentation"** means: the specifications, as published and periodically updated by Hyland, that describe the functionality and intended use of the Product.

"Effective Date" means: (a) with respect to this Agreement, the date this Agreement is signed by the last party that signs this Agreement; and (b) with respect to an Order Form, unless otherwise stated in the Order Form, the date such Order Form is signed by the last party that signs such Order Form.

"Initial Term" means the term length identified on the Order Form for Customer's initial purchase of a Product Subscription.

"Non-Production Environments" means all copies of Product or Product environments used for non-production purposes as further described in the Product Specific Terms.

"Order Form" means a document signed by authorized representatives of each party describing the Product(s), Professional Services, Success Path Services purchased, associated fees, and other terms agreed to by the parties.

"Product" or **"Product(s)"** means the Software, Cloud Service and/or Pacsgear Equipment, as applicable.

"Product Specific Terms" means the rights, restrictions, and obligations for a particular Product located at https://legal.hyland.com/product-specific-terms (and any successor or related locations designated by Hyland), as may be updated by Hyland from time to time.

"**Product Subscription"** means a subscription to any Product, Success Path Services, or recurring Professional Service purchased or licensed by Customer and governed by this Agreement.

"Professional Services" means installation, consulting, implementation, customization, or integration services; project management; managed services; or other professional services provided under a Services Proposal or Order Form.

"Prohibited Act" or **"Prohibited Acts"** means: (a) any use or export of any Product(s), Work Products (as defined in the Professional Services Schedule) or Documentation not permitted by this Agreement; (b) a violation of the Prohibited Conduct provision of this Agreement; or (c) a violation of the AUP (if applicable).

"Recurring Fees" means recurring fees, such as subscription fees, SaaS fees, or any other services subscription fees for a Product Subscription.

"**Software"** means: (a) the generally available release of Hyland's proprietary software products made available under this Agreement, including third-party software bundled by Hyland together with Hyland's proprietary software products as a unified product; and (b) all updates to the software products described in clause (a), which are provided to Customer via Success Path Services. "Software" does not include any open-source versions of the software products described in clause (a).

"Success Path Manual" means the latest version of the manual describing the Success Path Services, as posted by Hyland from time to time on a website designated by Hyland, currently https://legal.hyland.com/#success-paths-manual.

"Success Path Services" means the services, as described in the Success Path Manual, applicable to the Success Path level

purchased by Customer.

"Trial Services" means any Product, service or functionality that is made available by Hyland to Customer for testing and feedback purposes. This includes, but is not limited to, Product(s) and services designated as "alpha," "beta," "trial," "non-GA," "developer preview," "evaluation," or by a similar designation.

"Usage and Metadata" means: statistical data; insights; functional, performance and configuration data; and other information generated from the use of the Product ("Usage Data") and data about Customer Data, such as data types, fields, configurations, or schemas ("Metadata"). Usage and Metadata does not include Personal Data.

"Users" means: (a) employees or contractors of Customer and its Authorized Affiliate(s) that are authorized to access and use the Product(s) and/or any other Hyland Product or service in accordance with the terms and conditions of this Agreement; and (b) any additional users to which Customer is authorized to provide access to such Product(s) and/or any other Hyland Product or service as expressly agreed in writing between the parties.

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HYLAND™

Order Form

Hyland Reference Number: HYL086160

Parties	
Customer Name ("Customer")	San Bernardino County, CA, Housing Authority (HACSB)
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	**Shipping Details**
Name: San Bernardino County, CA, Housing Authority (HACSB)	Name: San Bernardino County, CA, Housing Authority (HACSB)
Bill To Address	**Ship To Address**
715 East Brier Drive San Bernardino California 92408-2841 United States	715 East Brier Drive San Bernardino California 92408-2841 United States
Order Details	**Sales Representative**
Pricing Expiration Date: December 31, 2026 Order Reference: Q-458711 Product Lines: OnBase Procurement Vehicle: OMNIA R240307 Term Length in Months: 12 (with 4 optional renewal years of 12 months each)	Name: Ross Kohlmyer Email: ross.kohlmyer@hyland.com Phone: +1.440.788.5890

SOFTWARE-AS-A-SERVICE SUBSCRIPTION (CLOUD SERVICE)

Product Code	Product Name	Schedule	Service Class	Quantity
HYCLD-STRG-TB	Hyland Cloud Storage (TBs)	OMNIA	Gold	2
ONB-DEVSAND	OnBase Development Sandbox	OMNIA		1
ONB-SAAS-DW-GL	OnBase Essential - Per User	OMNIA	Gold	15
ONB-SAAS-PW-GL	OnBase Standard - Per User	OMNIA	Gold	66
ONB-SAAS-PW-GL-C	OnBase Standard - Per Concurrent User	OMNIA	Gold	6

SUCCESS PATHS

Product Code	Schedule	Product Name	Quantity
SPDIG	OMNIA	Success Paths – Digital	1

CONFIDENTIAL: The information in this quote is confidential, and may not be disclosed to any third party or used in any manner other than for your internal purposes in connection with our business relationship.

TRAINING

Product Code	Product Name	Schedule	Quantity
PREMSUB-E-C	Premium Subscription Enterprise - Customer	Open Market	1
TRSYS1-C	System Administration - Per Person	OMNIA	3
TRWKF1-C	Introduction to Workflow - Per Person	OMNIA	3

PAYMENT SUMMARY

Year	One-Time Payments	Subscription Payments
Year 1	USD 20,023.20	USD 149,988.60
Year 2 Optional Renewal Year 1		USD 169,973.55
Year 3 Optional Renewal Year 2		USD 181,782.38
Year 4 Optional Renewal Year 3		USD 194,476.86
Year 5 Optional Renewal Year 4		USD 208,123.42
TOTAL	USD 20,023.20	USD 904,344.81

ORDER FORM TERMS
FOR ORDER FORM NO. EU-137880-HYL086160

Customer agrees to the terms and conditions set forth at the following links:

https://legal.hyland.com/master-agreement

(collectively, with this Order Form, the "Master Agreement").

The Master Agreement, including this Order Form, and any schedules or other related documents referenced in the Master Agreement constitute the entire agreement of the parties with respect to the products and services purchased under this Order Form. Any terms adding to or varying from the terms of the Master Agreement, whether contained in any purchase order or other written, electronic, or oral communication shall be null and void and have no effect unless they are captured in an amendment executed by both parties. The effective date of this Order Form will be the date this Order Form is executed by the last party to execute (the "Effective Date" of the Order Form).

One-Time Training: All one-time training courses purchased hereunder shall expire twelve (12) months from the Effective Date of this Order Form.

Training Subscription: Customer is purchasing a training subscription under this Order Form. Based on the particular training subscription included in this Order Form, a description of what is included in the subscription can be found here: Subscription Terms & Conditions | Hyland University

This training subscription will automatically renew for one year periods unless either party gives notice of non-renewal at least thirty (30) days before the end of the then current term.

Permission to Invoice

Customer acknowledges and agrees that, when this Order Form is signed by both parties, Hyland is permitted to invoice Customer for the matters described herein.

Currency/Taxes

All pricing in this Order Form is in USD and is exclusive of any applicable taxes and government charges. If applicable, Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

Initial Term: The initial term of the subscription(s) purchased under this Order Form begins on the Effective Date of this Order Form and will run through the Term Length identified in the Order Details in the table above. Notwithstanding anything to the contrary in the underlying governing agreement or otherwise, the parties agree that this subscription cannot be terminated by Customer for convenience.

Marketing: Notwithstanding anything the contrary in any other agreement, Hyland may refer to Customer by name as a customer of Hyland in its marketing and publicity materials.

Signature of Parties

This Order Form is only valid and binding when executed by both parties. Each party has executed this Order Form by its duly authorized representative.

San Bernardino County, CA, Housing Authority (HACSB)	**Hyland Software, Inc.**
By:	By:
Name: Maria Razo	Name: (Print)
Title: Executive Director	Title:
Date:	Date:

Tax Information:

____ (1) Exempt (Provide Tax Exemption Form)

____ (2) Non-Exempt

Services Only [ ]

Housing Authority of San Bernardino County						
Product	**Quantity**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
OnBase Essential - Per User	15	$17,304.00	$18,601.80	$19,996.94	$21,496.71	$23,108.96
OnBase Standard (Workflow) - Per User	66	$96,284.00	$103,505.73	$111,268.66	$119,613.81	$128,584.84
OnBase Stanard Concurrent (Workflow)	6	$32,877.00	$35,343.42	$37,994.17	$40,843.73	$43,907.02
Premium Subscription Training Site	1	$0.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00
OnBase Development Sandbox	1	$0.00	$0.00	$0.00	$0.00	$0.00
Hyland Cloud Storage (2 Terabytes)	2 TB	$3,522.60	$3,522.60	$3,522.60	$3,522.60	$3,522.60
Total		$149,987.60	$169,973.55	$181,782.37	$194,476.85	$208,123.42
Training						
Sytem Administration Training (for 2 Attendees)	3	$10,011.60				
Introduciton to Workflow (2 Attendees)	3	$10,011.60				
Total		$20,023.20				
Implementation Costs						
Implementation Document Management & Hardship Request		$187,148.03				
Comprehensive Conversion – ConnectDocs (Fixed Fee Project)		$132,301.63				
Total		$319,449.66				
Complete Year 1 Total:		**$489,460.46**				

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

November 10, 2026

FROM

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

SUBJECT

Contract Amendment with Reliant Asset Management Solutions for Inspection and Rent Reasonableness Services

RECOMMENDATION(S)

1. Approve Amendment No. 4 to the contract PC1336, effective December 1, 2026, for Inspection and Rent Reasonableness Services with Reliant Asset Management Solutions, exercising the second option year and increasing the compensation by $440,223 for a total amount not to exceed $1,726,383 through November 30, 2027.
2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Reliant Asset Management Solutions, 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.

FINANCIAL IMPACT

The total contract amount is not expected to exceed $1,726,383 and is funded by the Housing Services department's operating budget. The second-year option is included in the adopted FY 2027 budget.

BACKGROUND INFORMATION

The Housing Authority of the County of San Bernardino (HACSB) is required to conduct inspections of all subsidized units to ensure they are decent, safe, and sanitary and meet the standards required by the U.S. Department of Housing and Urban Development (HUD). Currently, Reliant Asset Management Solutions conducts housing inspections on behalf of HACSB for all assisted units prior to initial occupancy and annually or biannually thereafter. All contract inspectors are trained and certified to perform these inspections. HUD also requires that housing authorities ensure that rents charged by landlords to Housing Services program participants are reasonable. Therefore, the inspection vendor must compare the rent for the assisted unit to rents for similar unassisted units in the marketplace, as well as compare the rent to rents for similar units on the premises. This process is called rent reasonableness because it ensures that the rents are fair and reasonable for the area. Inspectors also use rent reasonableness to negotiate rents with the various landlords as required.

PROCUREMENT

On July 31, 2023, HACSB issued a Request for Proposal (RFP) PC1336 for Inspection Services and Project Based Voucher Independent Entity Services, which resulted in the receipt of two proposals. Outreach efforts included email invitations to six vendors posting on the agency's electronic bidding software, PlanetBids.com. The proposals were evaluated per the requirements of the RFP in which Reliant was considered the most responsive and qualified to provide this service to HACSB.

On November 14, 2023, the HACSB Board of Commissioners approved contract No. PC1336 with Reliant for Inspection Services and Project Based Voucher Independent Entity Services for a total of $845,937.00 for a two-year base period from December 1, 2023, through November 30, 2025.

On July 1, 2024, HACSB approved Amendment No. 1 to update the number of estimated units inspected with no additional funds required or added.

On October 14, 2025, the HACSB Board of Commissioners approved Amendment No. 2 to exercise the first option year and increase the contract amount by $396,177 for a total not to exceed $1,242,114 for additional services through November 30, 2026.

On March 16, 2026, the HACSB Board of Commissioners approved Amendment #3 to increase the contract by $44,046 for a total amount of $1,286,160 to cover additional work to be completed by Contractor on Authority-owned and Contractor-managed properties.

The proposed Amendment No. 4 implements an extension of the term for the authorized second option year and increases the compensation by $440,223 for a total amount not to exceed $1,726,383 through November 30, 2027.

ITEM ATTACHMENTS

- Contract– Amendment No. 4 to Contract for Inspection and Rent Reasonableness Services

REVIEW BY OTHERS

This item was prepared by General Legal Counsel, Fred Galante, on September 29, 2026.

Docusign Envelope ID: 4E7C4279-307E-87F1-80B9-3A6FCE337521

Housing Authority of the County of San Bernardino
Building Opportunities Together

AMENDMENT #4 TO CONTRACT FOR INSPECTION AND RENT REASONABLENESS SERVICES
(PC1336)

BETWEEN

THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

And

RELIANT ASSET MANAGEMENT SOLUTIONS (RAMS)

This Amendment No. 4 ("Fourth Amendment"), dated December 1, 2026 ("Effective Date"), to Agreement for Inspection and Rent Reasonableness Services (PC1336), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Reliant Asset Management Solutions (RAMS) ("Contractor").

RECITALS

WHEREAS, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated December 1, 2023, relating to Inspection Services ("Agreement") with a total price of $845,937;

WHEREAS, the Authority and Contractor entered into Amendment No. 1 to the Agreement to update the number of estimated units inspected.

WHEREAS, the Authority and Contractor entered into Amendment No. 2 to the Agreement to exercise the first option year through November 30, 2026, and increase the contract by $396,177 for a total amount not-to-exceed $1,242,114.

WHEREAS, the Authority and Contractor entered into the Third Amendment to the Agreement to increase the contract by $44,046 for a total amount not to exceed $1,286,160 through November 30, 2026, to cover additional work to be completed by Contractor on Authority-owned and Contractor-managed properties.

WHEREAS, the Authority and Contractor now wish to enter into this Fourth Amendment to the Agreement to exercise the second option year through November 30, 2027, and increase the contract by $440,223 for a total amount not-to-exceed $1,726,383.

Docusign Envelope ID: 4E7C4279-307E-87F1-80B9-3A6FCE337521

OPERATIVE PROVISIONS

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

Section 1. Article 3 of the Agreement, entitled "Term; Time of Completion" is hereby amended to exercise the second option year through November 30, 2027.Except as so amended, the other provisions of Article 3 shall remain unmodified and in full force and effect.

Section 2. Article 4 of the Agreement, entitled "Price" is hereby amended to increase the compensation payable to Contractor for the provision of the Work for the total not-to-exceed sum as shown in the Total Agreement Cost set forth on Exhibit "A-1. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

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

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

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

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

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

Section 6. Authorization. The persons executing this Fourth Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Fourth Amendment, such party is formally bound to the provisions of

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this Fourth Amendment, and (iv) the entering into this Fourth Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Reliant Asset Management Solutions (RAMS) hereby execute this Fourth Amendment.

RELIANT ASSET MANAGEMENT SOLUTIONS (RAMS)

By: DocuSigned by: Theresa Ibarra A046E2AF616A4FB...

Name: Theresa Ibarra

Title: Director of Asset Management

Date: 10/6/2026

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Title: Executive Director

Date: _____

Docusign Envelope ID: 4E7C4279-307E-87F1-80B9-3A6FCE337521

Exhibit A-1

Schedule Dates:

Effective Date: December 1, 2026

Completion Date: November 30, 2027

Total Agreement Cost: **Not to exceed $1,726,383.00**

Fee Schedule:

	Units	Rate	Total
Initial	2118	$41.88	$88,701.84
Annual/Biennial	4550	$40.87	$185,958.50
PBV/RAD	550	$20.13	$11,071.50
Re-Inspections	1300	$42.39	$55,107.00
Rent Reasonableness (Initials & PBV/RAD)	2400	$41.41	$99,384.00
			$440,223.00

Original Agreement Amount Not to Exceed	**$845,937.00**
Net Change Orders Previously Approved	**$0.00**
Net Change Order Previously Approved – Amendment #1	**$0.00**
Net Change Order – Previously Approved - Amendment #2	**$396,177.00**
Net Change Order – Previously Approved - Amendment #3	**$44,046.00**
Net Change Order – Amendment #4	**$440,223.00**
Agreement Value as Amended Not to Exceed	**$1,726,383.00**

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

November 10, 2026

FROM

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

SUBJECT

Minutes for Board Meeting Held on September 8, 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 September 8, 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 September 8, 2026. The meeting minutes are attached for review and approval by the Board.

PROCUREMENT

Not applicable

ITEM ATTACHMENTS

- Attachment – Minutes for September 8, 2026 Board Meeting

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 23, 2026.

MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
September 8, 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 September 8, 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 3:02 p.m., and upon roll call, the following were present:

Chair Cooper
Vice-Chair MacDuff
Commissioner Miller
Commissioner Jain
Commissioner Khan

Also in attendance were Maria Razo, Executive Director; Rishad Mitha, Deputy Executive Director; Kristin Maithonis, Director of Housing Services; Nicole Beydler, Director of Policy and Communications; Jesse Diaz, Director of Business Services; Jennifer Dawson, Director of Administrative Services; John Moore, Director of Development; Lucy Leslie, Director of Housing Communities; Eduardo Martinez, Assistant Regional Communities Manager; Angie Lardapide, Procurement and Contracts Supervisor; Renee Kangas, Senior Management Analyst; Shamira Shirley, Management Analyst; Armando Salazar, Management Analyst; Gabrielle Hatfield, Executive Assistant; Vanessa O'Neill, Real Estate Services Specialist; Qiana Sipe, Procurement Officer.

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 September 8, 2026, agenda. There were none.

3) General Public Comment

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

4) Executive Director’s Report

The Executive Director’s Report was requested.

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 September 8, 2026.

5) Board Building Presentation

Discussion calendar item number 5, to receive the board building presentation for September 8, 2026, an overview on the Housing Authority of the County of San Bernardino's FY 2026-2027 strategic plan goals was requested. Executive Director, Maria Razo, provided the board building presentation.

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

6) Adoption of Resolution No. 241 approving updates to the Moving to Work Local Payment Standards for the Housing Choice Voucher Program and Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs effective October 1, 2026.

Discussion calendar item number 6, to adopt Resolution No. 241 approving updates to the Moving to Work Local Payment Standards for the Housing Choice Voucher Program and Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs effective October 1, 2026.

Commissioner Khan moved to approve and adopt 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	Nays
Chair Cooper	
Vice-Chair MacDuff	
Commissioner Miller	
Commissioner Jain	
Commissioner Khan	

7) Adoption of Resolution No. 237 approving a deposit into the Section 115 Trust administered by Public Agency Retirement Services for the Housing Authority of the County of San Bernardino's unfunded pension liabilities in an amount not to exceed $8.0 million and reaffirming the appointment of the Executive Director as the Plan Administrator for the Section 115 Trust program.

Discussion calendar item number 7, to adopt Resolution No. 237 approving a deposit into the Section 115 Trust administered by Public Agency Retirement Services for the Housing Authority of the County of San Bernardino's unfunded pension liabilities in an amount not to exceed $8.0 million and reaffirming the appointment of the Executive Director as the Plan Administrator for the Section 115 Trust program.

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

Ayes	Nays
Chair Cooper	
Vice-Chair MacDuff	
Commissioner Miller	
Commissioner Jain	
Commissioner Khan	

8) Adoption of Resolution No. 239:

a) **Committing to working with National Community Renaissance of California to finance, in part, the construction of 130 multi-family housing units.**
b) **Committing Housing Authority of the County San Bernardino Community Project Funding Grant funds in an amount not to exceed $3,000,000 towards successful completion of development of this project.**
c) **Committing to an option to ground lease for a phase of the project site located at Waterman and Olive, formerly known as Waterman Gardens, in the City of San Bernardino to National Community Renaissance of California subject to receipt of necessary funding commitments to start construction including a California Tax Credit Allocation Committee four percent (4%) Low-Income Housing Tax Credit allocation, and the subsequent full approval of a ground lease agreement by the Board of Commissioners.**
d) **Authorizing the Executive Director, upon consultation with Legal Counsel, to execute certain agreements and documents relating to the project.**

Discussion calendar item number 8, to adopt Resolution No. 239 committing to working with National Community Renaissance of California to finance, in part, the construction of 130 multi-family housing units, committing Housing Authority of the County San Bernardino Community Project Funding Grant funds in an amount not to exceed $3,000,000 towards successful completion of development of this project, committing to an option to ground lease for a phase of the project site located at Waterman and Olive, formerly known as Waterman Gardens, in the City of San Bernardino to National Community Renaissance of California subject to receipt of necessary funding commitments to start construction including a California Tax Credit Allocation Committee four percent (4%) Low-Income Housing Tax Credit allocation, and the subsequent full approval of a ground lease agreement by the Board of Commissioners, and authorizing the Executive Director, upon consultation with Legal Counsel, to execute certain agreements and documents relating to the project.

Commissioner Miller moved to adopt discussion calendar item number 8, as recommended by staff and Commissioner Jain seconded the motion. Upon voice vote, the Ayes and Nays were as follows:

Ayes	Nays
Chair Cooper	
Vice-Chair MacDuff	
Commissioner Miller	
Commissioner Jain	
Commissioner Khan	

9) Adoption of Resolution No. 240:

a) **Approving a Loan Agreement and Promissory Note between Waterman Community Center, LLC and the Housing Authority of the County of San Bernardino to provide financing for the construction of the Arrowhead Grove Community Resource Center.**
b) **Approving a Ground Lease Agreement between Waterman Community Center, LLC and the Housing Authority of the County of San Bernardino to allow for the construction of the Arrowhead Grove Community Resource Center.**
c) **Approving an amendment to the Rental Assistance Demonstration Transfer of Restrictive Covenants to revise the existing language to reflect the redevelopment and construction of the Arrowhead Grove Community Resource Center.**
d) **Approving the execution of a Use Agreement between the Housing Authority and Waterman Community Center LLC.**

Discussion calendar item number 9, to adopt Resolution No. 240 approving a Loan Agreement and Promissory Note between Waterman Community Center, LLC and the Housing Authority of the County of San Bernardino to provide financing for the construction of the Arrowhead Grove Community Resource Center, approving a Ground Lease Agreement between Waterman Community Center, LLC and the Housing Authority of the County of San Bernardino to allow for the construction of the Arrowhead Grove Community Resource Center, approving an amendment to the Rental Assistance Demonstration Transfer of Restrictive Covenants to revise the existing language to reflect the redevelopment and construction of the Arrowhead Grove Community Resource Center, and approving the execution of a Use Agreement between the Housing Authority and Waterman Community Center LLC.

Commissioner Miller moved to adopt discussion calendar item number 9, as recommended by staff and Commissioner Jain seconded the motion. Upon voice vote, the Ayes and Nays were as follows:

Ayes	Nays
Chair Cooper	
Vice-Chair MacDuff	
Commissioner Miller	
Commissioner Jain	
Commissioner Khan	

10) Adoption of Resolution No. 238 approving the commitment of project-based vouchers to the Housing Authority of the County of San Bernardino's future redevelopment efforts of its aging Rental Assistance Demonstration sites.

Discussion calendar item number 10, to adopt Resolution No. 238 approving the commitment of project-based vouchers to the Housing Authority of the County of San Bernardino's future redevelopment efforts of its aging Rental Assistance Demonstration sites.

Commissioner Jain moved to adopt discussion calendar item number 10, as recommended by staff and Commissioner Miller seconded the motion. Upon voice vote, the Ayes and Nays were as follows:

Ayes	Nays
Chair Cooper	
Vice-Chair MacDuff	
Commissioner Miller	
Commissioner Jain	
Commissioner Khan	

11) Approval of an increase in appropriations to contract PC1284, effective September 9, 2026, and Amendment No. 4 to Agreements for Environmental Survey and Testing Services with EFI Global, Inc., Ambient Environmental, Inc., and Global Environmental Training and Consulting, in the amount of $45,000 total for three Agreements for an overall amount not to exceed $120,000 through July 31, 2027.

Discussion calendar item number 11, to approve an increase in appropriations to contract PC1284, effective September 9, 2026, and Amendment No. 4 to Agreements for Environmental Survey and Testing Services with EFI Global, Inc., Ambient Environmental, Inc., and Global Environmental Training and Consulting, in the amount of $45,000 total for three Agreements for an overall amount not to exceed $120,000 through July 31, 2027.

Commissioner Miller moved to approve discussion calendar item number 11, as recommended by staff and Commissioner Jain seconded the motion. Upon voice vote, the Ayes and Nays were as follows:

Ayes	Nays
Chair Cooper	
Vice-Chair MacDuff	
Commissioner Miller	
Commissioner Jain	
Commissioner Khan	

12) Adoption of Resolution No. 236 approving revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino's Public Housing program.

Discussion calendar item number 12, to adopt Resolution No. 236 approving revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino's Public Housing program.

Commissioner Miller moved to adopt discussion calendar item number 12, as recommended by staff and Commissioner Jain seconded the motion. Upon voice vote, the Ayes and Nays were as follows:

Ayes	Nays
Chair Cooper	
Vice-Chair MacDuff	
Commissioner Miller	
Commissioner Jain	
Commissioner Khan	

13-16) Consent Calendar

Approval of the consent calendar including agenda items numbers 13-16 was requested. Commissioner Jain moved to approve consent calendar agenda items numbers 13-16:

13) Approve the meeting minutes for the special meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on August 11, 2026.

14) Approve and file agency-wide financial statements through April 2026.

15) Approve the expense of uncollectable vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of May and June 2026.

16) Adopt Resolution No. 242 approving FY 2026-2027 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2026.

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

Ayes	Nays
Chair Cooper	
Vice-Chair MacDuff	
Commissioner Miller	
Commissioner Jain	
Commissioner Khan	

17) Closed Session

Legal Counsel announced that the Board will recess into closed session to discuss item number 17:

CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Gov't Code Section 54957.6
Agency designated representatives: Fred Galante, General Counsel
Unrepresented employee: Maria Razo, Executive Director

The Board then recessed to closed session at 4:08 p.m.

Following closed session, Chair Cooper reconvened the open session at 4:24 p.m., at which time, Legal Counsel provided the following report:

The Board discussed labor negotiations pertaining to the Executive Director and, following discussion, provided unanimous direction. No further reportable action was taken.

18) Approval of Amendment No. 6 to Employment Agreement between the Housing Authority of the County of San Bernardino and Executive Director Maria Razo.

Discussion calendar item number 18, to approve amendment No. 6 to Employment Agreement between the Housing Authority of the County of San Bernardino and Executive Director Maria Razo.

Commissioner MacDuff moved to approve discussion calendar item number 18 with Option B and C, as recommended by staff and Commissioner Jain seconded the motion. Upon voice vote, the Ayes and Nays were as follows:

Ayes	Nays
Chair Cooper	
Vice-Chair MacDuff	
Commissioner Miller	
Commissioner Jain	
Commissioner Khan	

19) 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 Khan motioned for the September 8, 2026, meeting to be adjourned, and which motion was duly seconded by Commissioner Miller. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 4:30 p.m.

Attest:

_____

Secretary

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

November 10, 2026

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

SUBJECT
Agency-Wide Financial Statements Through May 2026

RECOMMENDATION(S)
Approve and file agency-wide financial statements through May 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 May 2026 is $4,169.940 with a positive variance of $6,752,845 when compared to the budgeted net loss of $(2,583,005). 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 $6.3 million. This difference is due to three 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 decreases in expenses as intended.
    - Payment Standards in most areas remained flat and 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 hold on waitlist pulls and new leasing activity, which limited turnover and new admissions—many of which tend to have higher PUCs due to current market conditions.
- Based on the 2025 annual reconciliation performed by HUD, HACSB received $660,000 in HAP subsidy which is not budgeted. Per HUD's guideline, prior year funds are recognized as revenue when received. This is contrary to Generally Accepted Accounting Principles (GAPP) but is acceptable and an allowable practice for all housing authorities
- The tenant income for the Authority Owned Portfolio was $2.9 million higher than the budgeted amount, mostly due to an increase in rental income.

- The total amount of Other Income revenue is $1.2 million lower than the budgeted $7.1 million. This variance is primarily due to the timing of the residual receipts calculation for

fiscal year 2025 related to our affiliate, Housing Partners I, Inc. This calculation is dependent on audited financial information. We anticipate completing the calculation by the end of the fiscal year once the necessary audit data becomes available.

- Physical needs work on multi-family properties was ~$700,000 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 $1.6 million in administrative expenses mostly due to vacant positions.
- Non-operating items of approximately $2 million are not budgeted. These include depreciation, gains and losses on disposal of capital assets, and revenue recognized upon the contractual extinguishment of debt on the Yucaipa Crest property at the end of its affordability period. The extinguishment was provided for in the original loan documents and is recorded as debt forgiveness revenue. These items are primarily non-cash, required under GAAP, and do not affect 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.

Financial Summary	FY 2026 YTD
Revenues	$172,531,479
Expenses	$(166,403,133)
Operating Net Income/(Loss)	$ 6,128,346
Operating Transfers/Non-Operating Items	$(1,958,406)
Net Income/(Loss)	$ 4,169,940

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 05.2026

REVIEW BY OTHERS
This item has been reviewed by General Legal Counsel, Fred Galante, on September 29, 2026.

HACSB
Budget Comparison
Period = Oct 2025-May 2026

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	27,668,104	25,229,737	2,438,367	9.66	37,844,571
Total Other Tenant Income	829,073	412,307	416,766	101.08	615,078
NET TENANT INCOME	28,497,177	25,642,044	2,855,133	11.13	38,459,649
GRANT INCOME					
TOTAL GRANT INCOME	138,134,243	138,160,740	-26,497	-0.02	207,241,109
OTHER INCOME					
TOTAL OTHER INCOME	5,900,059	7,102,772	-1,202,713	-16.93	10,069,098
TOTAL INCOME	172,531,479	170,905,555	1,625,924	0.95	255,769,856
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	5,183,150	3,478,667	-1,704,483	-49.00	5,218,000
ADMINISTRATIVE					
Total Administrative Salaries	12,467,222	13,929,110	1,461,887	10.50	21,072,846
Total Legal Expense	430,032	447,252	17,221	3.85	668,848
Total Other Admin Expenses	6,338,245	6,623,575	285,330	4.31	9,968,590
Total Miscellaneous Admin Expenses	2,014,276	2,462,925	448,649	18.22	2,931,851
TOTAL ADMINISTRATIVE EXPENSES	21,249,775	23,462,862	2,213,087	9.43	34,642,135
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	61,443	125,840	64,397	51.17	186,610
UTILITIES					
TOTAL UTILITY EXPENSES	3,174,038	3,327,747	153,708	4.62	5,024,688
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	3,071,539	2,839,974	-231,565	-8.15	4,281,778
Total Materials	929,284	854,668	-74,617	-8.73	1,281,843
Total Contract Costs	3,464,486	3,182,626	-281,860	-8.86	4,770,102
TOTAL MAINTENANCE EXPENSES	7,465,309	6,877,268	-588,042	-8.55	10,333,723
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	2,117,552	2,045,161	-72,391	-3.54	2,988,262
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	2,201,785	2,879,904	678,120	23.55	3,736,804
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	123,583,855	129,915,415	6,331,561	4.87	194,873,123
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,366,227	1,375,697	9,470	0.69	2,097,206
TOTAL OPERATING EXPENSES	166,403,133	173,488,560	7,085,427	4.08	259,100,551
OPERATING NET INCOME	**6,128,346**	**-2,583,005**	**8,711,351**	**337.26**	**-3,330,695**
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	1,958,406	0	-1,958,406	N/A	0
NET INCOME	4,169,940	-2,583,005	6,752,945	261.44	-3,330,695

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

November 10, 2026

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

SUBJECT
Agency-Wide Financial Statements Through June 2026

RECOMMENDATION(S)
Approve and file agency-wide financial statements through June 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 June 2026 is $4,984,179 with a positive variance of $7,642,250 when compared to the budgeted net loss of $(2,658,070). This difference between what was budgeted and the actual income statement can be attributed to the following:

- The HCV program reflects lower HAP expenses than budgeted in the amount of $7.4 million. This difference is due to three 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 decreases in expenses as intended.
    - Payment Standards in most areas remained flat and 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 hold on waitlist pulls and new leasing activity, which limited turnover and new admissions—many of which tend to have higher PUCs due to current market conditions.
- Based on the 2025 annual reconciliation performed by HUD, HACSB received $660,000 in HAP subsidy which is not budgeted. Per HUD's guideline, prior year funds are recognized as revenue when received. This is contrary to Generally Accepted Accounting Principles (GAPP) but is acceptable and an allowable practice for all housing authorities
- The tenant income for the Authority Owned Portfolio was $3.4 million higher than the budgeted amount, mostly due to an increase in rental income.

- The total amount of Other Income revenue is $1.3 million lower than the budgeted $7.8 million. This variance is primarily due to the timing of the residual receipts calculation for fiscal year 2025 related to our affiliate, Housing Partners I, Inc. This calculation is dependent on audited financial information. We anticipate completing the calculation by the end of the fiscal year once the necessary audit data becomes available.
- Physical needs work on multi-family properties was ~$800,000 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 $1.4 million in administrative expenses mostly due to vacant positions.
- Non-operating items of approximately $2.3 million are not budgeted. These include depreciation, gains and losses on disposal of capital assets, and revenue recognized upon the contractual extinguishment of debt on the Yucaipa Crest property at the end of its affordability period. The extinguishment was provided for in the original loan documents and is recorded as debt forgiveness revenue. These items are primarily non-cash, required under GAAP, and do not affect 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.

Financial Summary	FY 2026 YTD
Revenues	$193,723,765
Expenses	$(186,427,875)
Operating Net Income/(Loss)	$ 7,295,890
Operating Transfers/Non-Operating Items	$(2,311,711)
Net Income/(Loss)	$ 4,984,179

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 06.2026

REVIEW BY OTHERS
This item has been reviewed by General Legal Counsel, Fred Galante, on October 21, 2026.

HACSB
Budget Comparison
Period = Oct 2025-Jun 2026

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	31,306,368	28,383,446	2,922,923	10.30	37,844,571
Total Other Tenant Income	962,376	462,990	499,386	107.86	615,078
NET TENANT INCOME	32,268,744	28,846,435	3,422,309	11.86	38,459,649
GRANT INCOME					
TOTAL GRANT INCOME	154,919,513	155,430,832	-511,319	-0.33	207,241,109
OTHER INCOME					
TOTAL OTHER INCOME	6,535,507	7,837,360	-1,301,853	-16.61	10,069,098
TOTAL INCOME	193,723,765	192,114,627	1,609,138	0.84	255,769,856
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	5,381,182	3,913,500	-1,467,682	-37.50	5,218,000
ADMINISTRATIVE					
Total Administrative Salaries	14,023,207	15,593,069	1,569,862	10.07	21,072,846
Total Legal Expense	488,935	502,653	13,718	2.73	668,848
Total Other Admin Expenses	7,243,654	7,426,165	182,511	2.46	9,968,590
Total Miscellaneous Admin Expenses	2,326,858	2,662,513	335,655	12.61	2,931,851
TOTAL ADMINISTRATIVE EXPENSES	24,082,654	26,184,400	2,101,746	8.03	34,642,135
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	66,183	142,920	76,737	53.69	186,610
UTILITIES					
TOTAL UTILITY EXPENSES	3,617,448	3,741,394	123,947	3.31	5,024,688
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	3,442,298	3,185,122	-257,176	-8.07	4,281,778
Total Materials	1,016,431	961,462	-54,969	-5.72	1,281,843
Total Contract Costs	3,963,496	3,578,254	-385,242	-10.77	4,770,102
TOTAL MAINTENANCE EXPENSES	8,422,225	7,724,838	-697,387	-9.03	10,333,723
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	2,317,942	2,276,625	-41,317	-1.81	2,988,262
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	2,235,649	3,085,004	849,355	27.53	3,736,804
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	138,769,793	146,154,842	7,385,049	5.05	194,873,123
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,534,798	1,549,173	14,375	0.93	2,097,206
TOTAL OPERATING EXPENSES	186,427,874	194,772,697	8,344,823	4.28	259,100,551
OPERATING NET INCOME	**7,295,890**	**-2,658,070**	**9,953,961**	**374.48**	**-3,330,695**
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	2,311,711	0	-2,311,711	N/A	0
NET INCOME	4,984,179	-2,658,070	7,642,250	287.51	-3,330,695

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

November 10, 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 July 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 July 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 July 31, 2026, is $127,510.51. 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 approval.

SUMMARY FOR HACSB- Authority Owned Properties

PROPERTY	NO. VACATED	TOTAL
402 - Summit Place	0	-
407 - Sunset Pointe	4	13,526.00
408 - Sunrise Vista	2	1,318.00
409 - Andalusia	4	6,358.00
426 - Sunnyside	1	-
434b - Crafton	1	2,475.00
434d - Third Street	1	987.00
437 - Sunset Gardens	0	-
467 - Hillcrest	1	234.00
481130 - Maplewood	1	23,803.00
481174 - Yosemite	1	4,321.00
490 - Northport	1	4,307.00
491 - Echo	1	7,432.00
Concessions Write Off		1,275.00
TOTAL RENT WRITE OFF	18	66,036.00
Miscellaneous Charges		1,804.92
Maintenance Charges		30,567.36
Legal Charges		45,433.23
Security Deposits Applied		(16,331.00)
NET TOTAL WRITE OFF		127,510.51

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 (HUD) Rental Assistance Demonstration (RAD) 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 of Commissioners' 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 (July 1, 2026-July 31, 2026) are primarily for voluntary move-outs and evictions.

PROCUREMENT

Not applicable

ITEM ATTACHMENTS

- Attachment 1 – Collection Write Offs – Authority Owned Portfolio

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 29, 2026.

Housing Authority County of San Bernardino

Month End: 07/31/2026

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
402 - Summit Place													
1	G	G	[redacted]						(487.83)		(487.83)		(487.83)
2	C	R					-		(471.91)		(471.91)		(471.91)
					TOTALS:	**-**	**-**	**-**	**(959.74)**	**-**	**(959.74)**	**-**	**(959.74)**

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									
2	Payment on bad debt									

407 - Sunset Pointe													
3	L	L	[redacted]			(322.00)					(322.00)		(322.00)
4	G	R		E	1,092.00	3,276.00		102.10	2,682.00	975.00	7,035.10	600.00	6,435.10
5	K	L		E	1,200.00	3,880.00		291.47	4,158.50	1,500.00	9,829.97	600.00	9,229.97
6	C	C		E	1,575.00	5,173.00		75.00	3,491.00	1,500.00	10,239.00	500.00	9,739.00
7	G	S		V	1,187.00	1,519.00		150.00	10,355.58		12,024.58	400.00	11,624.58
					TOTALS:	**13,526.00**	**-**	**618.57**	**20,687.08**	**3,975.00**	**38,806.65**	**2,100.00**	**36,706.65**

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	Adjustment to previous month writeoff to reverse duplicated rent charge									
4	Notice to Pay or Quit	4/7/2026	Posted	04/21/26	05/11/26	N		N/A	06/30/26	06/30/26
5	Notice to Pay or Quit	4/7/2026	Posted	04/21/26	04/23/26	N		N/A	07/07/26	07/07/26
6	Notice to Pay or Quit	4/7/2026	Posted	04/21/26	04/23/26	Y		05/28/26	06/30/26	06/30/26
7	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	06/30/26

408 - Sunrise Vista													
8	L	R	[redacted]	D	1,237.00	-		47.00	822.00		869.00	850.00	19.00
9	H	T		E	1,275.00	1,318.00	1,275.00	93.00	950.75	675.00	4,311.75	500.00	3,811.75
							-			-	-		-
					TOTALS:	**1,318.00**	**1,275.00**	**140.00**	**1,772.75**	**675.00**	**5,180.75**	**1,350.00**	**3,830.75**

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
8	Deceased	N/A	N/A	N/A	N/A	N/A		N/A	N/A	06/30/26
9	Notice to Pay or Quit	06/08/26	Posted	06/20/26	N/A	N/A		N/A	N/A	07/01/26

*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: 07/31/2026

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
409 - Andalusia													
10	J	A	[redacted]						(275.00)		(275.00)		(275.00)
11	W	L		V	2,338.00	1,013.00		97.00	2,068.00		3,178.00	2,338.00	840.00
12	S	J		V	1,494.00	298.00		75.00	297.00		670.00	599.00	71.00
13	H	J		E	1,775.00	5,029.00			615.00	1,200.00	6,844.00	500.00	6,344.00
14	B	J		V	1,795.00	18.00		170.00	2,083.92		2,271.92	1,795.00	476.92
											-		-
					TOTALS:	**6,358.00**	**-**	**342.00**	**4,788.92**	**1,200.00**	**12,688.92**	**5,232.00**	**7,456.92**

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
10	Collection on bad debt									
11	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	07/13/26
12	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	07/08/26
13	Notice to Pay or Quit	04/06/26	Posted	04/21/26	04/23/26	N		N/A	06/25/26	06/25/26
14	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	07/15/26

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
426 - Sunnyside													
15	G	D	[redacted]	V	2,175.00				1,246.75		1,246.75	1,000.00	246.75
											-		-
					TOTALS:	**-**	**-**	**-**	**1,246.75**	**-**	**1,246.75**	**1,000.00**	**246.75**

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	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	06/30/26

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
434b - Crafton													
16	C	J	[redacted]	E	1,650.00	2,475.00		100.00	610.00	95.00	3,280.00	1,650.00	1,630.00
											-		-
					TOTALS:	**2,475.00**	**-**	**100.00**	**610.00**	**95.00**	**3,280.00**	**1,650.00**	**1,630.00**

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
16	Notice to Pay or Quit	06/08/26	Posted	06/26/26	N/A	N		N/A	N/A	07/15/26

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
434d - Third Street													
17	F	A	[redacted]						(50.00)		(50.00)		(50.00)
18	C	E		D	1,850.00	987.00			400.00		1,387.00	400.00	987.00
											-		-
					TOTALS:	**987.00**	**-**	**-**	**350.00**	**-**	**1,337.00**	**400.00**	**937.00**

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
17	Payment on bad debt									
18	Deceased	N/A	N/A	N/A	N/A	N/A		N/A	N/A	07/16/26

*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: 07/31/2026

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
437 - Sunset Gardens													
19	M	W	[redacted]						(173.40)		(173.40)		(173.40)
20	M	A							(50.00)		(50.00)		(50.00)
											-		-
					TOTALS:	**-**	**-**	**-**	**(223.40)**	**-**	**(223.40)**	**-**	**(223.40)**

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
19	Payment on bad debt									
20	Payment on bad debt									

467 - Hillcrest													
21	S	D	[redacted]	V	879.00	234.00		50.00	160.00		444.00	425.00	19.00
											-		-
					TOTALS:	**234.00**	**-**	**50.00**	**160.00**	**-**	**444.00**	**425.00**	**19.00**

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
21	Intent to vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	07/08/26

481130 - Maplewood													
22	M	Q	[redacted]	E	1,257.00	23,803.00		150.00	445.00	34,021.23	58,419.23	743.00	57,676.23
					TOTALS:	**23,803.00**	**-**	**150.00**	**445.00**	**34,021.23**	**58,419.23**	**743.00**	**57,676.23**

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
22	Notice to Pay or Quit	11/07/24	Posted	12/09/24	01/17/25	Y		07/07/25	06/03/26	06/03/26

481174 - Yosemite													
23	C	S	[redacted]	E	881.00	4,321.00		108.38	420.00	2,467.00	7,316.38	1,231.00	6,085.38
					TOTALS:	**4,321.00**	**-**	**108.38**	**420.00**	**2,467.00**	**7,316.38**	**1,231.00**	**6,085.38**

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
23	Notice to Pay or Quit	03/06/26	Posted	04/13/26	05/18/26	N		NA	07/21/26	07/21/26

*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: 07/31/2026

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
490 - Northport													
24	P	A	[redacted]	E	1,700.00	4,307.00		100.00	1,270.00	1,500.00	7,177.00	1,700.00	5,477.00
											-		-
					TOTALS:	**4,307.00**	**-**	**100.00**	**1,270.00**	**1,500.00**	**7,177.00**	**1,700.00**	**5,477.00**

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
24	Notice to Pay or Quit	05/06/26	Posted	05/21/26	05/22/26	N		N/A	N/A	07/16/26

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
491 - Echo													
25	L	Q	[redacted]	E	2,450.00	7,432.00		195.97		1,500.00	9,127.97	500.00	8,627.97
											-		-
					TOTALS:	**7,432.00**	**-**	**195.97**	**-**	**1,500.00**	**9,127.97**	**500.00**	**8,627.97**

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
25	Notice to Pay or Quit	04/06/26	Posted	04/22/26	04/29/26	Y		05/26/26	N/A	07/01/26

ALL PROPERTY TOTALS:	**64,761.00**	**1,275.00**	**1,804.92**	**30,567.36**	**45,433.23**	**143,841.51**	**16,331.00**	**127,510.51**

Submitted by: _____ Date: _____ Reviewed by: _____ Date: _____

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

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

November 10, 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 August 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 August 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 August 31, 2026, is $91,950.63. 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 approval.

SUMMARY FOR HACSB- Authority Owned Properties

PROPERTY	NO. VACATED	TOTAL
402 - Summit Place	0	-
407 - Sunset Pointe	7	16,145.00
408 - Sunrise Vista	3	6,437.00
410 - Merrill	1	1,894.97
418 - Grandview	1	-
434a - Third	0	-
437 - Sunset Gardens	0	-
481 - Waterman Gardens	1	(22.00)
481130 - Maplewood	3	25,367.61
490 - Northport	1	2,840.00
491 - Echo	2	1,578.00
Concessions Write Off		-
TOTAL RENT WRITE OFF	19	54,240.58
Miscellaneous Charges		4,854.52
Maintenance Charges		33,290.05
Legal Charges		17,996.48
Security Deposits Applied		(18,431.00)
NET TOTAL WRITE OFF		91,950.63

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month of August 2026
November 10, 2026

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 (HUD) Rental Assistance Demonstration (RAD) 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 of Commissioners' 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 (August 1, 2026 - August 31, 2026) are primarily for voluntary move-outs and evictions.

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 October 21, 2026.

Housing Authority County of San Bernardino

Month End: 08/31/2026

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
402 - Summit Place													
1	C	R	[redacted]						(480.00)		(480.00)		(480.00)
							-				-		-
					TOTALS:	-	-	-	**(480.00)**	-	**(480.00)**	-	**(480.00)**

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Payment 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
407 - Sunset Pointe													
2	P	E	[redacted]	E	1,200.00	4,360.00		1,108.77	1,634.00	1,445.47	8,548.24	1,200.00	7,348.24
3	J	S		E	1,175.00	500.00		150.00	2,442.50	1,220.00	4,312.50	1,175.00	3,137.50
4	C	S		E	1,550.00	3,412.00		150.00	3,337.75	1,488.00	8,387.75	500.00	7,887.75
5	S	R		S	997.00	133.00		75.00	2,306.30		2,514.30	997.00	1,517.30
6	D	R		E	1,200.00	3,335.00		75.00	3,311.00	1,500.00	8,221.00	1,200.00	7,021.00
7	K	A		E	1,200.00	3,920.00		294.31	1,430.00	1,500.00	7,144.31	600.00	6,544.31
8	O	D		E	1,450.00	485.00		1,221.00	3,935.00	750.00	6,391.00	1,450.00	4,941.00
											-		-
					TOTALS:	**16,145.00**	**-**	**3,074.08**	**18,396.55**	**7,903.47**	**45,519.10**	**7,122.00**	**38,397.10**

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
2	Notice to Pay or Quit	05/06/26	Posted	05/20/26	05/27/26	N		N/A	08/04/26	08/04/26
3	Notice to Pay or Quit	07/06/26	Posted	07/20/26	07/21/26	Y		N/A	N/A	08/20/26
4	Notice to Pay or Quit	06/08/26	Posted	06/22/26	06/25/26	N		N/A	N/A	08/07/26
5	Skip	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/04/26
6	Notice to Pay or Quit	06/08/26	Posted	06/22/26	06/25/26	N		N/A	08/25/26	08/25/26
7	Notice to Pay or Quit	05/06/26	Posted	05/20/26	05/27/26	Y		07/09/26	N/A	08/08/26
8	Notice to Pay or Quit	07/06/26	Posted	07/20/26	07/21/26	N		N/A	N/A	07/31/26

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
408 - Sunrise Vista													
9	S	K	[redacted]						(45.32)		(45.32)		(45.32)
10	T	T		V	1,375.00	917.00		75.00	1,085.55		2,077.55	1,050.00	1,027.55
11	D	T		V	1,400.00	(40.00)			1,469.45		1,429.45	450.00	979.45
12	C	T		E	1,200.00	5,560.00		150.00	3,420.75	1,500.00	10,630.75	1,000.00	9,630.75
							-			-	-		-
					TOTALS:	**6,437.00**	**-**	**225.00**	**5,930.43**	**1,500.00**	**14,092.43**	**2,500.00**	**11,592.43**

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	Payment on bad debt									
10	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/20/26
11	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	07/29/26
12	Notice to Pay or Quit	04/07/26	Posted	04/20/26	04/27/26	Y		07/02/26	N/A	08/19/26

*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: 08/31/2026

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
410 - Merrill													
13	K	C	[redacted]				-		(125.00)		(125.00)		(125.00)
14	G	A		V	1,895.00	1,894.97	-	921.00	934.92		3,750.89	1,200.00	2,550.89
							-				-		-
					TOTALS:	**1,894.97**	**-**	**921.00**	**809.92**	**-**	**3,625.89**	**1,200.00**	**2,425.89**

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	Payment on bad debt									
14	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	07/23/26

418 - Grandview													
15	W	J	[redacted]	V	1,740.00		-	**95.00**	419.00		514.00	400.00	114.00
							-				-		-
					TOTALS:	**-**	**-**	**95.00**	**419.00**	**-**	**514.00**	**400.00**	**114.00**

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
15	30 Day Quit	07/10/26	Hand	N/A	N/A	N/A		N/A	N/A	07/28/26

434a - Third													
16	F	A	[redacted]						(50.00)		(50.00)		(50.00)
											-		-
					TOTALS:	**-**	**-**	**-**	**(50.00)**	**-**	**(50.00)**	**-**	**(50.00)**

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
16	Payment on bad debt									

437 - Sunset Gardens													
17	M	A					-		(50.00)		(50.00)		(50.00)
							-				-		-
					TOTALS:	**-**	**-**	**-**	**(50.00)**	**-**	**(50.00)**	**-**	**(50.00)**

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
17	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: 08/31/2026

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
481 - Waterman Gardens													
18	P	T	[redacted]	V	817.00	(22.00)			777.00		755.00	618.00	137.00
											-		-
					TOTALS:	**(22.00)**	**-**	**-**	**777.00**	**-**	**755.00**	**618.00**	**137.00**

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
18	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	07/29/26

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
481130 - Maplewood													
19	J	S	[redacted]	E	1,078.00	17,852.02			490.00	2,314.11	20,656.13	1,221.00	19,435.13
20	C	C	[redacted]	V	1,345.00	1,476.59			2,070.05		3,546.64	1,018.00	2,528.64
21	K	C	[redacted]	E	1,607.00	6,039.00		38.36	1,857.02	4,838.90	12,773.28	1,352.00	11,421.28
22													
					TOTALS:	**25,367.61**	**-**	**38.36**	**4,417.07**	**7,153.01**	**36,976.05**	**3,591.00**	**33,385.05**

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
19	Notice to Pay or Quit	04/16/26	Posted	05/21/26	05/21/26	Y		06/26/26	07/24/26	07/24/26
20	Notice to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/12/26
21	Notice to Pay or Quit	05/06/26	Posted	06/17/26	06/22/26	Y		08/11/26	N/A	08/20/26

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
490 - Northport													
22	C	A	[redacted]	E	1,700.00	2,840.00		100.00	367.00	1,440.00	4,747.00	500.00	4,247.00
											-		-
					TOTALS:	**2,840.00**	**-**	**100.00**	**367.00**	**1,440.00**	**4,747.00**	**500.00**	**4,247.00**

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
22	Notice to Pay or Quit	07/06/26	Posted	07/21/26	07/21/26	Y		N/A	N/A	08/21/26

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
491 - Echo													
23	S	R	[redacted]	V	2,150.00	(72.00)		161.31	2,232.66		2,321.97	1,000.00	1,321.97
24	S	C	[redacted]	V	2,750.00	1,650.00		239.77	520.42		2,410.19	1,500.00	910.19
											-		-
					TOTALS:	**1,578.00**	**-**	**401.08**	**2,753.08**	**-**	**4,732.16**	**2,500.00**	**2,232.16**

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
23	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	07/29/25
24	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/18/26

				ALL PROPERTY TOTALS:	**54,240.58**	**-**	**4,854.52**	**33,290.05**	**17,996.48**	**110,381.63**	**18,431.00**	**91,950.63**

Submitted by: _____ Date: _____ Reviewed by: _____ Date: _____

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