BURBANK CITY COUNCIL
JOINT MEETING WITH THE HOUSING AUTHORITY
AND PARKING AUTHORITY
TUESDAY, AUGUST 25, 2026
5:00 p.m. – Closed Session
6:00 p.m. – Open Session
Council Chamber
275 E. Olive Avenue, Second Floor

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that a Joint City Council Meeting will be held in the Council Chamber – 275 East Olive Avenue, Second Floor, on Tuesday, August 25, 2026, at 5:00 p.m., to discuss matters on the attached agenda.

Members of the public have the option to participate in the meeting in-person or remotely. They may also submit their written comments regarding City business using the eComment feature on the City website.

Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (48-hour notice is required). For more information, please contact the ADA Coordinator at (818) 238-5051.

Interpretation Requests:
If you would like to participate in Public Comments and require an interpreter, please telephone the City Clerk's Office at (818) 238-5851 at least 48 hours in advance of the meeting.

Si desea participar en los comentarios públicos y necesita un intérprete, por favor llame a la Oficina de la Secretaria Municipal al (818) 238-5851 al menos 48 horas antes de la reunión.

Եթե ցանկանում եք մասնակցել հանրային մեկնաբանություններին և թարգմանիչ եք պահանջում, խնդրում ենք զանգահարել քաղաքապետարանի գրասենյակ՝ (818) 238-5851 հեռախոսահամարով հանդիպումից 48 ժամ առաջ:

How to View the Meeting:
Local Cable: Spectrum Channel 6 or AT&T Uverse Channel 99.
YouTube Live Streaming Channel: Click here.
City Website Live Streaming: Click here.

Public Comment Options:
1. **Written comments:** Submit comments through eComment on the City website (https://www.burbankca.gov/web/city-clerks-office/ecomment) from the time the agenda is posted until 4:00 p.m. the day of the meeting. eComments will be distributed to the City Council in advance of the meeting.
2. **In-person**: Attend and provide comments in the Council Chamber.
3. **Remote participation via Zoom (Audio Only, No Video):**
   Option A – Telephone
   Call (818) 238-3335
   - Press *9 to raise or lower your hand
   - The City Clerk will identify callers by the last four digits of their phone number
   - When allowed to speak, you may be prompted to unmute by pressing *6

Option B – Web Browser or Mobile Device

- Click HERE to join via Zoom.com
- Enter Meeting ID: 824 4125 6228
- Webinar Passcode (if needed): 818238
- To request to speak during public comment, use the Raise Hand feature in Zoom.
- For instructions on how to raise your hand during the meeting, please click HERE.

Speaker time limits will be determined by the Presiding Officer, depending on how many public comment cards are received and how many remote participants are in the queue at the commencement of each public comment period (as shown below). Additional public comment cards and remote comments will not be accepted once the public comment period commences.

- 1 – 20 Total Speakers – 3 minutes each
- 21 – 39 Total Speakers – 2 minutes each
- 40+ Total Speakers – 1 minute each

The Presiding Officer has the discretion to reduce speaking time for each speaker in order to ensure that City business can be completed at a reasonable hour.

Public Disclosure:
Please be advised that any communication submitted to the City of Burbank, its officials, staff or City consultants, may be considered a public record under the Brown Act and California Public Records Act. This means that any information contained in the communication, including personal information, may be subject to public disclosure. The City reserves the right to disclose such information in accordance with the law.

This agenda contains a summary of each item of business which the City Council, Housing Authority and Parking Authority may discuss or act on at this meeting. The agenda packet consisting of the staff reports and all other documentation relating to each item on this agenda will be posted on the City's website at www.burbankca.gov. Any writings or documents provided to the City Council regarding any item on this agenda subsequent to distribution of the agenda packet will be posted on the City's website at www.burbankca.gov. If you have a question about any matter on the agenda, please call the Office of the City Clerk at (818) 238-5851. The Council Chamber is disabled accessible. Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (48-hour notice is required). Please contact the ADA Coordinator at (818) 238-5051 with questions or concerns.

A. **Public Comment**:(On Closed Session items only) To comment in person, a **PINK** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the “raise hand” feature in Zoom prior to the comment period.

B. **Closed Session in City Hall First Floor Conference Room:**
   1. Conference with Legal Counsel – Existing Litigation
      a. Pursuant to Govt. Code §54956.9(d)(1)
      b. Name of Case: Los Angeles County Metropolitan Transportation Authority v. City of Burbank
      c. Case No.: 26STCP01904
      d. Brief description and nature of case: CEQA and Breach of Contract

C. **Call to Order: 6:00 p.m.**

D. **Moment of Reflection:**

E. **Flag Salute:**

F. **Roll Call:**

G. **Announcements:** (The Mayor will make announcements on various topics in addition to any listed)

H. **Council Presentations/Recognitions**: (The Mayor will make presentations to various groups/persons)

1. Presentation of a Proclamation Declaring August 26, 2026, as “Women’s Equality Day” in the City of Burbank – City Council

I. **City Manager Report:** (Updates on Notable Events, if any)

J. **Reporting on Closed Session:** (The City Attorney will report the Closed Session items and report out actions taken)

K. **Joint General Public Comment:** (On any matter concerning City business and/or any agenda items.) To Comment, please call (818) 238-3335, join via Zoom, or to speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

L. **Council, City Manager, and/or City Attorney Comment:** (Responses to General Public Comment, if any, shall be brief and in accordance with the Ralph M. Brown Act)

M. **Consent Calendar**: (Items on the Consent Calendar are generally routine matters and should be adopted by one motion without an oral report)

1. Council Minutes – City Clerk's Office

Recommendation:
Approve the City Council Minutes of the Regular Meeting of August 11, 2026, and the Dark Meeting of August 18, 2026.

MOTION: Approved 5-0

Attachments:
Council Minutes
Dark Meeting Minutes

2. Housing Authority Minutes – City Clerk's Office

Recommendation:
Approve the Housing Authority Minutes of the Joint Meeting of June 16, 2026.

MOTION: Approved 5-0

Attachments:
Housing Authority Minutes

3. Parking Authority Minutes – City Clerk's Office

Recommendation:
Approve the Parking Authority Minutes of the Joint Meeting of June 30, 2026.

MOTION: Approved 5-0

Attachments:

Parking Authority Minutes

4. Adoption of Resolutions Continuing Appropriations from Fiscal Year 2025-26 to Fiscal Year 2026-27 – Financial Services Department (with Housing Authority and Parking Authority)

Recommendation:

1. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM FISCAL YEAR 2025-2026.
2. Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026.
3. Adopt A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026.

MOTION: Adopted 5-0

Attachments:
SR - Continuing Appropriations
Att1 - Resolution
Att2 - Housing Authority Resolution
Att3 - Parking Authority Resolution
Att4 - Summary of Continuing Appropriations
Att5 - Continuing Appropriations by Account Number
Resolution No. 26-29,733
Resolution No. H-26-284
Resolution No. P-26-131

5. Adoption of a Resolution Authorizing the Execution of a Grant Agreement with Firehouse Subs Public Safety Foundation Grant, Acceptance of Grant Funds in the Amount of $14,928.55, and Amending the Fiscal Year 2026-27 Budget by Appropriating Funds Towards the Burbank Fire Department's Wildland Program – Fire Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION, ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $14,928.55, AND AMENDING THE FISCAL YEAR 2026-27 BUDGET BY APPROPRIATING FUNDS TOWARDS THE BURBANK FIRE DEPARTMENT'S WILDLAND PROGRAM.

MOTION: Adopted 5-0

Attachments:
SR - Firehouse Subs Foundation Grant
Att1 - Resolution
Att2 - MOU Funding Agreement
Resolution No. 26-29,734

6. Adoption of a Resolution Authorizing Acceptance of the Department of California Highway Patrol Cannabis Tax Fund Grant for $131,650 and Amending the Fiscal Year 2026-27 Budget by Appropriating Funds – Police Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM AGREEMENT AND ANY FUTURE AMENDMENTS, ACCEPTING $131,650 IN GRANT FUNDS, AND AMENDING THE FISCAL YEAR (FY) 2026-27 BUDGET BY APPROPRIATING FUNDS.

MOTION: Adopted 4-0-1 (Anthony, abstain)

Attachments:
SR - CHP Cannabis Tax Fund Grant
Att1 - Resolution
Att2 - Grant Agreement
Resolution No. 26-29,735

7. Adoption of a Resolution Enabling Property Assessed Clean Energy Financing Options for Eligible Energy Efficiency, Renewable Energy, Water Conservation, and Seismic Improvements – Burbank Water and Power Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS; AUTHORIZING THE CSCDA TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS.

MOTION: Adopted 4-0-1 (Anthony, abstain)

Attachments:
SR - PACE Financing
Att1 - Resolution
Att2 - PACE Presentation
Resolution No. 26-29,736

8. Approval of a Joint Powers Agreement Establishing the Southern California Regional Water Authority and Authorizing the Burbank Water and Power General Manager to Designate a Governing Board Representative – Burbank Water and Power Department

Recommendation:
Approve the Joint Powers Agreement (Agreement) establishing the Southern California Regional Water Authority and authorizing the Burbank Water and Power (BWP) General Manager, as the City Manager's designee, to execute the Agreement and any ancillary documents necessary to implement the Agreement, including minor amendments, in a form acceptable to the City Attorney's Office and authorizing the BWP General Manager to appoint a Governing Board Representative to serve on the board of the newly formed Authority.

MOTION: Approved 5-0

Attachments:
SR - SoCal Regional Water Authority Agreement
Att1 - Joint Powers Agreement

9. Approval of the Exchange Water Delivery Agreement between the San Diego County Water Authority and the City of Burbank – Burbank Water and Power Department

Recommendation:
Approve the Exchange Water Delivery Agreement (Agreement) between the San Diego County Water Authority and the City of Burbank and authorize the Burbank Water and Power General Manager, as the City Manager's designee, to execute the Agreement and any other ancillary documents, including amendments, in form and substance satisfactory to the City Attorney's Office.

MOTION: Approved 5-0

Attachments:
SR - Exchange Water Delivery Agreement
Att1 - Agreement

10. Approval of an Eighth Amendment to a Professional Services Agreement with Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists, for the Downtown Burbank Transit Oriented Development Specific Plan; and Amending the Fiscal Year 2025-26 Budget – Community Development Department

Recommendation:
1. Approve an Eighth Amendment to Professional Services Agreement with Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists for the Downtown Burbank Transit Oriented Development Specific Plan.
2. Amend Fiscal Year 2025-26 Budget by appropriating $249,834.

MOTION: Approved and Amended 5-0

Attachments:
SR - Downtown TOD Specific Plan PSA
Att1 - Eighth Amendment
Att2 - Seventh Amendment
Att3 - Sixth Amendment
Att4 - Fifth Amendment
Att5 - Fourth Amendment
Att6 - Third Amendment

Att7 - Second Amendment
Att8 - First Amendment
Att9 - PSA

N. **Public Hearing**:

1. Adoption of a Resolution Approving an Amendment to the Burbank Public Housing Agency Fiscal Year 2026-2027 Annual Plan and Updates to the Section 8 Administrative Plan to Implement Housing Opportunities Through Modernization Act Requirements – Community Development Department (with Housing Authority)

   Recommendation:
   Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING: 1) THE PUBLIC HOUSING AGENCY REVISED ANNUAL PLAN FOR FISCAL YEAR 2026-2027; 2) UPDATES TO THE SECTION 8 ADMINISTRATIVE PLAN TO IMPLEMENT HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT; AND 3) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE CERTIFICATIONS REQUIRED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

   **** If Additional Documents/Correspondences are submitted for this item, they will be periodically posted to the City website for public viewing.****

   Public Hearing Public Comment: To comment in person, a **SALMON** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the “raise hand” feature in Zoom prior to the comment period.

   Council Action: Adopted 4-0-1 (Perez, abstain)

   Attachments:
   SR - Housing Annual Administrative Plan
   Att1 - Resolution
   Att2 - Amended Administrative Plan
   Att3 - Summary of Proposed Updates
   Att4 - Resident Advisory Board Comments
   Correspondences
   PowerPoint Presentation
   Resolution No. H-26-285

O. **Reports to Council**: (Items listed under this section will have an oral report provided)

1. Appointment to Fill One Vacancy on the Community Development Block Grant Committee for an Unexpired Term – City Clerk's Office

   Recommendation:
   Appoint one member to the Community Development Block Grant Committee to fill an unexpired term ending July 31, 2028.

   Public Comment: To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the "raise hand" feature in Zoom prior to the comment period.

   Council Action: Appointed Eric McBride 5-0

   Attachments:
   SR - CDBG Committee Vacancy
   Att1 - Applications and Resumes

2. Overview and Evaluation of Project Labor Agreements Related to the City of Burbank's Capital Improvement Program – Public Works Department

   Recommendation:
   Note and file.

   Public Comment: To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the "raise hand" feature in Zoom prior to the comment period.

   Council Action: Proved Direction 3-2 (Rizzotti and Mullins, dissent)

   Attachments:
   SR - Project Labor Agreements
   Att1 - Lancaster Impact Analysis Memo
   PowerPoint Presentation

P. **Council Comments:** (Including reporting on Council committee assignments, attendance at conferences, regional meetings, and community events)

Q. **Consideration of Previously Introduced Additional Agenda Items**: (Council Members may briefly discuss future agenda item requests)

1. Mayor Takahashi's request for a letter of support from the Council for Assembly Bill 1267, which would enact a minimum age of 18 for marriage in California (August 11, 2026).

   Motion: Approved 4-0 (Anthony, absent)

R. **Introduction of Additional Agenda Items:** (Council Members may request future agenda items)

S. **Adjournment**: To Tuesday, September 15, 2026 for a Regular Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

CITY OF BURBANK
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, AUGUST 11, 2026

Call to Order:

A Closed Session Meeting of the City Council of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 5:04 p.m. by Mayor Takahashi.

Present: Council Member(s) Anthony, Perez, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: None
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Closed Session Public Comment:

There being no response to the Mayor's invitation for Public Comment on Closed Session matters, the City Council recessed at this time to the City Hall First Floor Conference Room to hold a Closed Session on the following:

1. Conference with Real Property Negotiator
    a. Pursuant to Govt. Code §54956.8
    b. Property: Assessor Parcel Number 2453-007-917. Southerly side of Glenoaks Boulevard, between Palm Avenue and Orange Grove Avenue.
    c. Parties Whom Agency or City is Negotiating: Burbank Unified School District, Dr. Jason Hasty and Dr. Thomas McCoy.
    d. City Negotiator: Simone McFarland, Assistant Community Development Director – Business & Economic Development; Kimberly Montes, Senior Administrative Analyst.
    e. Terms Under Negotiation: Terms under negotiation include, but are not limited to the proposed acquisition of the property.

Call to Order:

A Regular Meeting of the City Council of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 6:05 p.m. by Mayor Takahashi.

Moment of Reflection:

Mayor Takahashi held a Moment of Reflection to begin the meeting with positive and collective support for our beloved community.

Flag Salute:

The Pledge of Allegiance was led by Mayor Takahashi.

Roll Call:

Present: Council Member(s) Anthony, Perez, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: None

Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Mayor Takahashi indicated there would be three (3) periods of Public Comment at this evening's meeting and those who wish to participate in the public comment periods may join via Zoom or call in at (818) 238-3335. Members of the public may comment in person or remotely for all public comment periods.

Announcements:
Mayor Takahashi displayed a PowerPoint presentation announcing the following: (1) Earthquake Multi-Unit Retrofit Program; (2) Clear the Shelters Pet Adoption Campaign; (3) Homeless Outreach Services; and (4) Media Industry Expo Series.

Council Presentations/Recognitions:

1. Presentation of Certificates of Participation to the Burbank Student Sister City Delegates Returning from Incheon, Korea
   Mayor Takahashi presented Certificates of Participation to the Burbank Student Sister City delegates returning from Incheon, Korea, and welcomed Dante Gutierrez and Megan Ly, student delegates, who made remarks and displayed a video.

City Manager Report:
City Manager Hess introduced Damian Skinner, Public Works Director, who provided an update on the electric trash trucks, and Patrick Prescott, Community Development Director, who provided an update on the California Film Commission.

Presentations:

1. Presentation of a Federal Legislative Update from United States Congresswoman Laura Friedman
   Mayor Takahashi introduced United States Congressmember Laura Friedman, who provided a Federal legislative update.

Reporting on Closed Session:
City Attorney McDougall reported that the City Council met in Closed Session regarding the agendized Closed Session item and City Council took no reportable action.

General Public Comment:
Appearing to comment were: Ron Bax, Rufus Choi, Julie D'Angelo, Sharon Townsend, Mark Scroggs, Diana Pulver, Cynthia Pease, Jo Pimienta, Ernest Dellinger, Cameron Tennyson, Dan K., Susan O'Carroll, Samantha Lau, Kevin Morris, Madeline Ocampo, Chinmayi Nayak, Chloe Wingfield, Christina Ku, Joey Gaber, Terri Freedman, Elizabeth Bax, David Donahue, and Jim Lane.

Six (6) speakers commented remotely.

Council, City Manager, and/or City Attorney Comment:
Council Members and Staff responded to Public Comment.

Consent Calendar:
It was moved by Vice Mayor Mullins, seconded by Council Member Perez, to approve the Consent Calendar. The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None.

Council Member Anthony pulled Item No. 3 for separate discussion.

Council Member Anthony left the dais at 8:26 p.m.

1. Council Minutes

   Approve the City Council Minutes of the Regular Meetings of July 21 and July 28, 2026, and the Dark Meeting of August 4, 2026.

2. Adoption of a Resolution Approving the Revision of the Title and Specification for the Classification of Assistant Community Development Director - Business & Economic Development to Assistant Community Development Director – Economic Development & Real Estate; Adoption of a Resolution Approving the Establishment of the Title, Specification, Salary, and Conflict of Interest Code Designation for the Classification of Assistant Community Development Director – Housing & Homeless Services; and Adoption of a Resolution Approving the Citywide Salary Schedule

   1. RESOLUTION NO. 26-29,730
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE REVISION OF THE TITLE AND SPECIFICATION FOR THE CLASSIFICATION OF ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR - BUSINESS & ECONOMIC DEVELOPMENT TO ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR – ECONOMIC DEVELOPMENT & REAL ESTATE.

   2. RESOLUTION NO. 26-29,731
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE ESTABLISHMENT OF THE TITLE, SPECIFICATION, SALARY, AND CONFLICT OF INTEREST CODE DESIGNATION FOR THE CLASSIFICATION OF ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR – HOUSING & HOMELESS SERVICES.

   3. RESOLUTION NO. 26-29,732
      Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE CITYWIDE SALARY SCHEDULE.

Reports to Council:

1. Appointment to Fill One Vacancy on the Board of Building and Fire Code Appeals for an Unexpired Term

   Kimberley Clark, City Clerk, presented the report and responded to City Council inquiries.

Public Comment:
Appearing to comment was: None.

Commenting remotely was: None.

Council Action:
It was approved and carried 4-0 (Anthony, absent) by a show of hands to appoint Ernest Dellinger to the Board of Building and Fire Code Appeals to fill an unexpired term ending July 31, 2028.

2. Update on Child and Infant Care Needs Assessment

Diego Cevallos, Assistant Parks and Recreation Director, presented the PowerPoint Presentation and responded to City Council inquiries. Marisa Garcia, Parks and Recreation Director, and Justin Hess, City Manager, also responded to Council inquiries.

Council Member Anthony returned to the dais at 8:35 p.m.

Public Comment:
Appearing to comment was: Arno Dionysian.

Commenting remotely was: None.

Council Action:
It was approved by Council consensus to direct staff to further explore a potential agreement with the Child Care Resource Center to develop a comprehensive Child and Infant Care Needs Assessment for the City of Burbank, continue refining the proposed scope of work and implementation considerations, return to Council with funding considerations as part of the Fiscal Year 2027-28 Budget process, provide a directory of licensed child-care providers within the City of Burbank, and return to Council in January regarding the creation of a child-care subcommittee.

Consent Calendar Item Pulled for Separate Consideration:

3. Approval of a Budget Amendment to the Fiscal Year 2026-27 Adopted Budget Appropriating Funds for Environmental Review of SB 79 Transit Oriented Development Stop Zoning in Burbank

Joseph McDougall, City Attorney, presented the report responded to Council inquiries.

Public Comment:
Appearing to comment was: None.

Commenting remotely was: None.

Council Action:
It was moved by Council Member Anthony, seconded by Vice Mayor Mullins, to approve a Budget Amendment to the Fiscal Year 2026-27 Adopted Budget Appropriating Funds for California Environmental Quality review of transit-oriented development stop zoning as mapped by Southern California Association of Governments pursuant to Senate Bill 79, which designated unplanned and unstudied density and increased height limits around transit stops in the City of Burbank. The motion carried 4-0-1 with the following roll call vote: AYES: Perez, Rizzotti, Mullins, and Takahashi. NOES: None. ABSTAIN: Anthony.

Council Comments:

Council Members reported out on Council committee assignments and attendance at conferences, regional meetings, and community events.

Consideration of Previously Introduced Additional Agenda Items:

1. Council Member Perez's request for a first step report on banning the use of AI art in City materials and social media (July 28, 2026)

   Council Action:
   It was approved by Council consensus to direct staff to prepare a first step report on banning the use of generative AI art in City materials and social media.

2. Council Member Anthony's request for a first step report to formally endorse the plant-based treaty and direct staff to work with the Sustainable Burbank Commission to curate a list of actionable policy changes that align with the treaty's goals (July 28, 2026)

   Council Action:
   It was approved by Council consensus to direct staff to prepare a first step report to formally endorse the plant-based treaty and work with the Sustainable Burbank Commission to curate a list of actionable policy changes that align with the treaty's goals.

Introduction of Additional Agenda Items:

Council Member Perez requested (1) a letter supporting the entertainment industry's exemption from SB 122 to counteract the unintended consequence of an annual cap on tax credits set using tech industry standards, and (2) a letter of support to exempt the use of 3D printers in the entertainment industry to support prop shops in Burbank that would otherwise be negatively impacted by AB 2047 that restricts 3D printer use for ghost gun creations.

Mayor Takahashi requested a Council-signed letter of support for AB 1267, a statewide law enacting a minimum age for marriage at 18.

Adjournment:
There being no further business to come before the City Council, the meeting was adjourned at 10:26 p.m. to Tuesday, August 25, 2026, for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Tamala Takahashi
City Clerk	Mayor

APPROVED DATE:

CITY COUNCIL REGULAR MEETING MINUTES
DARK MEETING
TUESDAY, AUGUST 18, 2026

A Regular Meeting of the Council of the City of Burbank was not held on the above date.

Kimberley Clark
City Clerk

Tamala Takahashi
Mayor

APPROVED DATE:

HOUSING AUTHORITY MINUTES
A JOINT MEETING WITH THE CITY COUNCIL
TUESDAY, JUNE 16, 2026

Call to Order:

A Joint Meeting of the Housing Authority and the City Council of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 6:03 p.m. by Chair Takahashi.

Moment of Reflection:

Chair Takahashi held a Moment of Reflection to begin the meeting with positive and collective support for our beloved community.

Flag Salute:

The Pledge of Allegiance was led by Chair Takahashi.

Roll Call:

Present: Commissioner(s) Anthony, Perez, Rizzotti, and Chair Takahashi
Absent: Vice Chair Mullins
Also Present: Executive Director Hess, City Attorney McDougall, and Assistant Clerk Thai

Closed Session, Memorial Adjournment, Announcements, Council Presentations/ Recognitions, City Manager Report, Presentations, Reporting on Closed Session, Public Hearings, Reports to Council, Council Comments, and Introduction of Additional Agenda Items were City Council items only and can be found in the City Council Meeting Minutes.

Joint General Public Comment:

Appearing to comment were: Rox Bax, Jim Lane, Narine Khachatryan, Mark Scroggs, Cameron Tennyson, Linda Rosoff, Jo Pimienta, Susan O'Carroll, Diana Pulver, Cameron Hunter, Harry Timuryan, Daniel K., and Mike Stage.

Calling to comment were: Emily Gabel-Luddy, Anonymous, Cate, and Kyle.

Council, City Manager, and/or City Attorney Comment:

Commisioners and Staff responded to Public Comment.

Consent Calendar:

It was moved by Commissioner Rizzotti, seconded by Commissioner Perez, to approve the Consent Calendar. The motion carried 4-0 for Item Nos. 1-4, and 7-11 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, and Takahashi. NOES: None. ABSENT: Mullins.

For Items Nos. 5 and 6, the motion carried 3-0-1 with the following roll call vote: AYES: Perez, Rizzotti, and Takahashi. NOES: None. ABSENT: Mullins. ABSTAIN: Anthony.

Chair Takahashi had a question on Item No. 7. David Kriske, Assistant Community Development Director–Transportation and Planning, responded to Authority inquiries.

Commissioner Anthony had a question on Item No. 9. Marisa Garcia, Parks and Recreation Director, responded to Authority inquiries.

Consent Calendar Item Nos. 1, and 4-11 were City Council items only and can be found in the City Council minutes.

2. Housing Authority Minutes

   Approve the Housing Authority Minutes of the Joint Meeting of June 2, 2026.

3. Adoption of a Resolution Appropriating $2,300,000 of the Burbank Housing Authority Unappropriated Fund Balance for Fiscal Year 2025-26 to Support Housing Assistance Payments Under the Section 8 Housing Choice Voucher Program

   RESOLUTION NO. H-26-283
   Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING AN APPROPRIATION OF TWO MILLION THREE HUNDRED THOUSAND DOLLARS ($2,300,000.00) FROM THE BURBANK HOUSING AUTHORITY'S UNAPPROPRIATED FUND BALANCE TO SUPPORT HOUSING ASSISTANCE PAYMENTS UNDER THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM.

C*ommissioner Perez left the City Council Meeting at 8:28 p.m.*

Adjournment:
There being no further business to come before the Housing Authority the meeting was adjourned at 8:55 p.m. in memory of Douglas Remington, Longtime Burbank resident and Rotarian, to Tuesday, June 30, 2026, for a Regular Meeting in the Council Chamber - 275 East Olive Avenue, Second Floor.

_____ _____

Linda Thai
Assistant Clerk

Tamala Takahashi
Chair

APPROVED DATE:

PARKING AUTHORITY MINUTES
A JOINT MEETING WITH THE CITY COUNCIL
TUESDAY, JUNE 30, 2026

Call to Order:
A Joint Meeting of the Parking Authority and the City Council of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 6:06 p.m. by Chair Takahashi.

Moment of Reflection:
Chair Takahashi held a Moment of Reflection to begin the meeting with positive and collective support for our beloved community.

Flag Salute:
The Pledge of Allegiance was led by Chair Takahashi.

Roll Call:
Present: Member(s) Anthony, Perez, Rizzotti, Vice Chair Mullins, and Chair Takahashi
Absent: None
Also Present: City Attorney McDougall, Executive Director Hess, and Secretary Clark

Closed Session, Study Session, Announcements, City Manager Report, Reporting on Closed Session, Public Hearing, Reports to Council, Council Comments, Consideration of Previously Introduced Additional Agenda Items, and Introduction of Additional Agenda Items were City Council items only and can be found in the City Council Meeting Minutes.

Joint General Public Comment:
Appearing to comment were: Jonathan Wilder, Nathan Adair, Hunter, Des Ruggels, Ron Bax, Brittany Rochford, Gustavo Bernal, Sarkis Simonian, Dean Karasinski, Hilda Avanessian, Gary Bric, Mark Scroggs, Louise Gill, Diana Pulver, Bridget Underwood, Madeline Ocampo, Chinmayi Nayak, Samantha Lau, Maxine Hillman, Ben Hillman, Vinny Castellini, Walker Sayen, Eddy Polon, Gerard Deegan, Braeden Day, Oliver Andrade, Kit O., Kreigh Hampel, Mike Stage, Bradley, Nolan, Jo Pimienta, Elizabeth Bax, David Donahue, and Cameron Tennyson.

Calling in to comment were: Pedro Toscano, Charlie Carnow, and Kyle.

Bristol Dupré submitted a comment card but did not wish to speak.

Council, City Manager, and/or City Attorney Comment:
Members and Staff responded to Public Comment.

Consent Calendar:
It was moved by Vice Chair Mullins, seconded by Member Anthony, to approve the Consent Calendar. For Item Nos. 1-4 and 6-7, the motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None. For

Item No. 5, the motion carried 4-0-1 with the following roll call vote: AYES: Anthony, Rizzotti, Mullins, and Takahashi. NOES: None. ABSTAIN: Perez.

Vice Chair Mullins had a question on Item No. 3. David Kriske, Assistant Community Development Director – Transportation and Planning, responded to Authority inquiries.

Consent Calendar Item Nos. 1 and 4–7 were City Council items only and can be found in the City Council Meeting minutes.

2. Parking Authority Minutes

   Approve the Parking Authority Minutes of the Joint Meeting of June 2, 2026.

3. Adoption of a Resolution of the Parking Authority of the City of Burbank Approving Implementation Agreements for Temporary Paid Parking During the Fan Zone Event in Downtown Burbank, and Providing Other Parking-Related Services (with Parking Authority)

   RESOLUTION NO. P-26-130
   Adopt A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF BURBANK APPROVING IMPLEMENTATION AGREEMENTS FOR TEMPORARY PAID PARKING DURING THE FAN ZONE EVENT IN DOWNTOWN BURBANK, AND PROVIDING OTHER PARKING-RELATED SERVICES.

Adjournment:
There being no further business to come before the Parking Authority, the meeting was adjourned at 10:26 p.m. to Tuesday, July 21, 2026 for a Regular Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Tamala Takahashi
Secretary	Chair

APPROVED DATE:

STAFF REPORT

FINANCIAL SERVICES

DATE: August 25, 2026

TO: Justin Hess, City Manager

FROM: Jennifer Becker, Financial Services Director
VIA: Leana Mkrtchyan, Assistant Financial Services Director
BY: Joy Escalante, Budget Manager

SUBJECT: Adoption of Resolutions Continuing Appropriations from Fiscal Year 2025-26 to Fiscal Year 2026-27

RECOMMENDATION

1. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM FISCAL YEAR 2025-2026 (Attachment 1).

2. Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026 (Attachment 2).

3. Adopt A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026 (Attachment 3).

BACKGROUND

At the end of each Fiscal Year (FY), departments review their budget line items to identify appropriations that have not been expended or encumbered and need to be continued into the next fiscal year. There are various reasons for departments to request continuing

directed set-asides or holding accounts are restricted for a specific purpose and must be continued into the next fiscal year until fully expended.

DISCUSSION

The Summary of Continuing Appropriations by Fund (Attachment 4) provides the total amount of requested carryovers for each fund. Continuing Appropriations by Account Number (Attachment 5) provides details for each request by fund type, including account number and name, amount requested, and a justification. It is important to note that the stated amounts are subject to change as financial activities in these accounts may continue until the fiscal year is officially closed. These continuing appropriations do not impact the FY 2026-27 adopted budget or financial forecast because they are not new appropriations.

Citywide carryover requests total approximately $130 million. The BWP Electric Fund had the highest amount of carryovers at $94 million, which includes $63 million for continuing work on the airport substation.

General Fund requested carryovers are $8.1 million, which equates to 2.9% of the total FY 2025-26 Adopted General Fund budget. Of that total, $2.2 million is comprised of restricted funding that includes grants, donations, and various contractual obligations. The most significant General Fund carryover amounts include the City's Permanent Local Housing Allocation (PLHA), homeless plan implementation funding, National Opioid Settlement funds, brush clearance funds, and various department donations. Similar to last year, all multi-year infrastructure projects within the City's approved Capital Improvement Program (CIP) were carried over as part of the Budget adoption process that took place on June 2, 2026.

GENERAL FUND YEAR-END FINANCIAL UPDATE

FY 2026-27 is well underway, and while FY 2025-26 has not been officially closed, staff estimates year-end General Fund budget savings of approximately $15 million, assuming the approval of the proposed carryover appropriations included in this report. This is roughly $5.3 million more than the prior year, which can be mostly attributed to the "hiring chill" which was implemented in FY 2025-26 to generate budgetary savings from staffing vacancies across City departments. These figures are subject to change until the fiscal year has officially been closed and the City's annual external audit process is completed.

FY 2025-26 revenues are still being collected at this time, with final numbers anticipated to be available in September. Based on staff's early analysis of June 2026 receipts, it is anticipated that the General Fund is on target to meet the revised revenue projections presented to the City Council (Council) on March 10, 2026, during the FY 2025-26 Mid-Year Financial Report. With the Council's prior actions, such as the implementation of cost-saving initiatives, additional pension liability payments, and commitment to funding

reserves, Burbank's General Fund remains positive in the current fiscal year. However, future year projections forecast a recurring deficit of over $3 million as expenses outpace revenues over the next five years. Staff will continue to monitor the state of the economy and return to Council with the FY 2026-27 First Quarter Financial Report in late fall.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

Should the Council adopt the resolutions and approve the continuing appropriations as proposed, the FY 2026-27 Budget will be amended for citywide continuing appropriations of approximately $129.8 million, which includes $8.1 million for the General Fund, $976,902 for the Housing Authority, and $512,860 for the Parking Authority. As previously mentioned, the totals for continuing appropriations are preliminary and the amounts may be adjusted slightly as financial activities continue until the fiscal year is officially closed. These continuing appropriations do not impact the recurring balance of the FY 2026-27 adopted budget or the financial forecast as they are not new appropriations. At year-end, any unencumbered appropriations, not requested or approved as a continuing appropriation, return to the available balance of the applicable fund and can be appropriated for other purposes by the Council.

CONCLUSION

By approving the requested continuing appropriations, Council will provide staff with the funding required to complete and/or continue with various Council-supported projects, grants, programs, and services. Staff recommends that Council adopt the proposed resolutions approving the requested continuing appropriations from FY 2025-26 to FY 2026-27 for the City, the Housing Authority, and the Parking Authority.

ATTACHMENTS

Attachment 1 - Resolution
Attachment 2 - Housing Authority Resolution
Attachment 3 - Parking Authority Resolution
Attachment 4 - Summary of Continuing Appropriations by Fund
Attachment 5 - Continuing Appropriations by Account Number

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM FISCAL YEAR 2025-2026

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The City's Fiscal Year 2026-2027 Annual General Fund budget is amended by continuing appropriations of $8,076,391 from Fiscal Year 2025-2026 in the following departments:

City Attorney	80,000
City Clerk	657,094
City Manager	80,000
City Treasurer	54,500
Community Development	3,501,786
Finance Department	10,591
Fire Department	1,101,707
Library Services	549,277
Management Services	$14,000
Non-Departmental	166,141
Parks and Recreation	1,168,265
Police Department	505,654
Public Works	187,376

2. The City's Fiscal Year 2026-2027 Annual Water Reclamation and Sewer Fund budget is amended by continuing appropriations of $625,513 from Fiscal Year 2025-2026.

3. The City's Fiscal Year 2026-2027 Annual Burbank Water and Power Electric Fund budget is amended by continuing appropriations of $94,152,011 from Fiscal Year 2025-2026.

4. The City's Fiscal Year 2026-2027 Annual Burbank Water and Power Water Fund budget is amended by continuing appropriations of $4,002,504 from Fiscal Year 2025-2026.

5. The City's Fiscal Year 2026-2027 Annual Refuse Collection and Disposal Fund budget is amended by continuing appropriations of $6,243,462 from Fiscal Year 2025-2026.

6. The City's Fiscal Year 2026-2027 Annual Budget is amended by the continuing appropriations from Fiscal Year 2025-2026 for the following amounts remaining in various Funds:

Proposition A (Fund 104)	38,282
Proposition C (Fund 105)	1,200,000
Air Quality Metropolitan District (AQMD) (Fund 106)	16,400
Measure R - Transportation (Fund 107)	372,915
Measure W - Stormwater (Fund 109)	496,095
General City Grant Fund (Fund 121)	20,000
Community Development Block Grant (Fund 122)	59,538
Development Impact Fees (Fund 127)	1,243,889
HUD Affordable Housing (Fund 128)	650,483
Street Lighting Fund (Fund 129)	60,000
Burbank Community Services (Fund 131)	6,628
Capital Projects (Fund 370)	249,506
General Liability Insurance Fund (Fund 530)	365,146
Vehicle Equipment Replacement Fund (Fund 532)	9,033,949
Office Equipment Replacement Fund (Fund 533)	850,712
Municipal Infrastructure Fund (Fund 534)	100,000
Infrastructure Technology Fund (Fund 537)	528,262

7. The Financial Services Director is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the programs specified in this resolution.

PASSED and ADOPTED this ___ day of August, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Joseph McDougall
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a majority vote of the Council of the City of Burbank at its regular meeting held on the ___ day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

ATTACHMENT 2

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-_____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM FISCAL YEAR 2025-2026

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Housing Authority's Fiscal Year 2026-2027 annual budget is amended by continuing appropriations of $976,902 from Fiscal Year 2025-2026.

2. The Financial Services Director is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the programs specified in this resolution.

PASSED and ADOPTED this ___ day of August, 2026.

_____
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Attest:

Approved as to Form:
Office of the City Attorney

_____
Kimberley Clark, Clerk

By:_____
Joseph H. McDougall
Counsel to the Housing Authority

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the ____ day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, Clerk

ATTACHMENT 3

PARKING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. P-_____

A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM FISCAL YEAR 2025-2026

THE PARKING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Parking Authority's Fiscal Year 2026-2027 annual budget is amended by continuing appropriations of $512,860 from Fiscal Year 2025-2026.

2. The Financial Services Director is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the programs specified in this resolution.

PASSED and ADOPTED this ___ day of August, 2026.

_____
Tamala Takahashi
Chairperson of the Parking
Authority of the City of Burbank

Attest:

Approved as to Form:
Office of the City Attorney

_____
Kimberley Clark, Secretary

By: _____
Joseph H. McDougall
Counsel for Parking Authority

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, Secretary of the Parking Authority to the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Parking Authority of the City of Burbank at its regular meeting held on the ___ day of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, Secretary

ATTACHMENT 4

CITY OF BURBANK
SUMMARY OF CONTINUING APPROPRIATIONS BY FUND
FY 2025-26 to FY 2026-27

Governmental Funds			
General Fund (Fund 001)	$ 8,076,391	(Restricted $2,249,287)	
Proposition A (Fund 104)	38,282		
Proposition C (Fund 105)	1,200,000		
Air Quality Metropolitan District - AQMD (Fund 106)	16,400		
Measure R - Transportation (Fund 107)	372,915		
Measure W - Stormwater (Fund 109)	496,095		
Housing Section 8 Voucher (Fund 117)	876,902		
General City Grants (Fund 121)	20,000		
Community Development Block Grant (CDBG) (Fund 122)	59,538		
Development Impact Fees (Fund 127)	1,243,889		
HUD Affordable Housing (Fund 128)	650,483		
Street Lighting Fund (Fund 129)	60,000		
Burbank Community Services Fund (Fund 131)	6,628		
Low and Moderate Income Housing Fund (Fund 305)	100,000		
Parking Authority Capital Projects (Fund 310)	512,860		
Capital Projects (Fund 370)	249,506		
Subtotal Governmental Funds		**$**	**13,979,888**
Enterprise Funds			
Water Reclamation and Sewer Fund (Fund 494)	625,513		
BWP Electric Fund (Fund 496)	94,152,011		
BWP Water Fund (Fund 497)	4,002,504		
Refuse Collection and Disposal Fund (Fund 498)	6,243,462		
Subtotal Enterprise Funds		**$**	**105,023,490**
Internal Service Funds			
General Liability Insurance Fund (Fund 530)	$ 365,146		
Vehicle Equipment Replacement Fund (Fund 532)	9,033,949		
Office Equipment Replacement Fund (Fund 533)	850,712		
Municipal Infrastructure Fund (Fund 534)	100,000		
Information Technology Fund (Fund 537)	528,262		
Subtotal Internal Service Funds		**$**	**10,878,069**
GRAND TOTAL CITYWIDE		**$**	**129,881,446**

CITY OF BURBANK

CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27

Governmental Funds, Including General Fund

ITEM #	ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
	GENERAL FUND			
	City Attorney			
1	001.CA02A.62085.0000.000000.00000	Other Professional Services	50,000.00	Funds are needed to continue supporting the Housing Enforcement Program, specifically to pay for fixed-fee private legal mediation services for landlords and tenants. These funds will also provide grants to reimburse qualifying low-income tenants or landlords for legal representation in eligible legal proceedings.
2	001.CA01A.62085.0000.000000.00000	Other Professional Services	30,000.00	Funds are necessary for land surveyor services required for real estate transactions to ensure accurate property boundaries and compliance with legal standards.
		SUBTOTAL	**80,000.00**	
	City Clerk			
3	001.CC01A.62170.0000.000000.00000	Private Contractual Services	71,639.38	The City Clerk's Office would like to use the remaining private contractual services funds to pay for the ongoing progress of the Enterprise Content Management System (ECMS) Project to scan, index, archive, and preserve vital City Records.
4	001.CC01B.62170.0000.000000.00000	Private Contractual Services	500,210.76	The City Clerk's Office would like to use the remaining private contractual services funds to pay for the costs related to the upcoming General Municipal Election on November 3, 2026.
5	001.CC01D.62170.0000.000000.00000	Private Contractual Services	37,029.53	The City Clerk's Office would like to use the remaining private contractual services funds to pay for the ongoing (ECMS) Project to scan, index, archive, and preserve vital City Records, and to cover the costs of the Citywide destruction of records to make room for new transfers from City departments.
6	001.CC01D.62170.1001.000000.00000	Private Contractual Services	48,214.00	The City Clerk's Office would like to use the remaining private contractual services-temporary staffing funds to pay for consulting services to assist the new Records Manager.
		SUBTOTAL	**657,093.67**	
	City Manager			
7	001.CM02A.62300.1016.000000.00000	Special Department Supplies	80,000.00	Funds are designated to support broadcasting-related expenses for the Burbank Channel, including video production equipment such as broadcast-compatible cameras and microphones, post-production editing systems, and other related lighting and grip materials. These funds are designated to support Public Education and Government (PEG) access and are restricted for use to support public access via digital infrastructure. Funds will be used for upcoming broadcasting expenses. **Restricted**
		SUBTOTAL	**80,000.00**	
	City Treasurer			
8	001.CT01A.62830.0000.000000.00000	Bank Service Chanrges	48,000.00	Expected banking fee increases as Fed interest rates are likely to continue to decrease in 2026-27. For example, banking fees in July 2020 were ~$5k/month during a low-interest-rate environment. With inflation and additional banking volume since then, monthly banking fees are likely to be higher in the event of a low-interest-rate environment.
9	001.CT01A.62300.0000.000000.00000	Special Department Supplies	6,500.00	Ergonomic chairs, standing desks, and products to help deal with contaminated currency.
		SUBTOTAL	**54,500.00**	
	Community Development			
10	001.CD23A.62085.0000.000000.00000	Other Professional Services	95,965.16	Required for existing homeless services and implementation of new program initiatives. Funds are necessary to maintain service levels and address evolving community needs, and are required to support the development of the City's next five-year homelessness plan and procure a consultant to lead the planning effort, facilitate comprehensive community engagement, and ensure that the final plan reflects best practices and aligns with priorities. The consultant will gather stakeholder input, analyze service gaps, project future needs, and prepare a comprehensive plan.

CITY OF BURBANK

CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27

Governmental Funds, Including General Fund

ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
11		001.CD23A.62085.0000.24881.00000	Other Professional Services- Homeless Incentive Program Funds	81,378.40	Required funds for the Homeless Incentive Program (HIP). **Restricted**
12		001.CD23A.62085.0000.25090.00000	Other Professional Services- Allied Agreement	20,902.62	Funds are needed to address unanticipated outreach costs and emerging service demands.Required for additional contracted work dedicated to supporting special events (e.g., Halloween) . Special events require increased logistical coordination, safety monitoring, and consistent outreach presence, all of which exceed the capacity of current staffing levels. Allocating funds will ensure adequate coverage, maintain service quality during high demand periods, and allow existing staff to continue fulfilling core responsibilities without disruption.
13		001.CD23A.62085.0000.25056.00000	Other Professional Services- Measure A Local Solutions Fund	232,679.00	Required to support ongoing and planned homeless programs funded through Measure A Local Solutions Fund (LSF). These funds remain necessary to address homelessness and meet program objectives. A portion of these funds is committed to the Buena Vista Homeless Access Center. **Restricted**
14		001.CD23A.62140.0000.24718.00000	Special Services - Opioid Settlement	285,275.57	National Opioid Settlement funds for the use of prevention, treatment, and education of substance use disorder. **Restricted**
15		001.CD23A.62170.0000.23990.00000	Private Contractual Services- Permanent Local Housing Allocation	289,746.64	Permanent Local Housing Allocation (PLHA) funds for the continuation of the PLHA Rapid Rehousing Program and funding of the Buena Vista Homeless Access Center. **Restricted**
16		001.CD23A.62170.0000.24054.00000	Private Contractual Services- Homeless Supportive Services	419,273.35	Required for maintenance of 323-333 South Front Street and 401 South Front Street to move forward with analysis required due diligence for potential permanent supportive housing initiatives at the Front Street property. Funds will cover analysis, additional studies, testing, or assessments if project advances. Funding may also be required for project management support due to the scope and complexity of the work.
17		001.CD23A.62170.1003.00000.00000	Private Contractual Services- Homeless Programs	411,675.80	Funds needed to support ongoing homeless services and ensure the continued effectiveness of our outreach efforts at the City-owned property located at 401 S. Front St. This site serves as a critical operational hub for The Salvation Army, which utilizes the space to deliver essential services including mobile showers, storage bins, case management, and other supportive resources for individuals experiencing homelessness. The existing trailer office and surrounding property require renovation and upgrades to maintain a safe, functional, and dignified environment for both service providers and participants. Improving this facility will enhance service delivery, increase operational efficiency, and ensure long-term stability for a program that directly contributes to the City's goals of addressing homelessness. These funds can also be used for any overage for the Council approved improvements to the Home Again LA's – The Pantry (formerly BTAC).
18		001.CD23A.62170.1016.00000.00000	Private Contractual Services - Low-Income Rental Assistance (LIRA) Program	218,603.91	Per City Council direction to continue the Low-Income Legal Services Grant Program, a $100,000 balance will be allocated towards the existing Low-Income Legal Grants Service Program to continue assistance for eligible households, including extending the program to eligible landlords. Additionally, remaining funds will be allocated towards implementing a new program for educating landlords with nuances of local and state law, to further advance the Council's Tenant Protection goals.
19		001.CD31A.62085.0000.24664.00000	ABS Burbank, LLC	23,250.00	Funds were collected from the applicant for consultant costs associated with the ABS Burbank, LLC (a real estate and development entity associated with affordable housing projects in Burbank). These funds are being used to pay the on-call plan check consultant for active projects.
20		001.CD31A.62085.0000.24728.00000	2311 North Hollywood Way	104,361.25	Funds were collected from the applicant for consultant costs associated with this specific development project. The project is currently in process.

CITY OF BURBANK

CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27

Governmental Funds, Including General Fund

ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
21		001.CD31A.62085.0000.25203.00000	Airport Plan Checks	55,427.43	Funds were collected from the applicant for consultant and permit costs associated with this specific development project. The project is currently in process.
22		001.CD31A.62050.0000.000000.00000	Planning, Survey, and Design	33,969.35	Funds are needed to complete the "Streamlined CEQA Review Checklist" that must be available for public use upon the effective date of the Media District Specific Plan (MDSP). The MDSP is on track to be considered by the City Council in October 2026 and become effective in December 2026. Work on the CEQA Checklist is already in process and its completion and availability is a critical component of ensuring the City can comply with state-mandated deadlines. This checklist will streamline housing approval and help achieve housing goals.
23		001.CD31A.62261.0000.23943.00000	Media District Specific Plan	200,000.00	Funds are tied to a Professional Services Agreement with Rincon Consultants Inc. to complete the Environmental Analysis for the Media District Specific Plan.
24		001.CD31A.62085.0000.22489.00000	Private Contractual Services	120,000.00	Funds from BWP and PW to pay for the development of a Environmental Impact Report (EIR) Project Alternative that more closely considers the City's infrastructure capacity for the Golden State Specific Plan.
25		001.CD31A.62085.0000.22489.00000	Private Contractual Services	90,000.00	Funds are needed to complete an Environmental Impact Report (EIR) for the Golden State Specific Plan.
26		001.CD31A.62085.0000.25387.00000	Private Contractual Services	50,000.00	Funds are needed for specialized technical support for ongoing economic analysis necessary to complete State mandated Housing Element Programs No. 10 and 11, which are to update the City's Density Bonus and Inclusionary Housing Ordinances. The effort is already underway.
27		001.CD31A.62085.0000.25386.00000	Private Contractual Services	115,000.00	Funds are needed to prepare a map/GIS Layer identifying the primary views and average slope percentages for all residential parcels in the designated Hillside Area. The current lack of such map has caused significant project delays and created unneeded confusion and a lack of clarity for homeowners about what the City's expectations are for project design. A scope has been prepared, and a consultant has been selected. There is a kick-off meeting in November 2026 with work beginning in February 2027.
28		001.CD31A.62085.0000.25385.00000	Private Contractual Services	10,685.00	Applicant fees will be used to pay for Kimley Horn and Associates to conduct a Health Risk Assessment for the Lockheed project located at 1701/1705 North Victory Place.
29		001.CD31A.62085.0000.000000.00000	Other Professional Services	200,000.00	Funds are needed for consulting services to assist staff in implementing the State Mandated 2021-2029 Housing Element Housing Program, including the development of multifamily residential objective design standards.
30		001.CD31A.62085.0000.000000.00000	Other Professional Services	177,263.00	Funds needed for consulting services to implement specific plan programs and policies, including a Transfer of Development Rights Ordinance. Funds required for the Implementation Plans for the Media District, Golden State and Downtown Transit Oriented Development specific plans, post City Council adoption of the plans starting at the end of 2026 and continuing into 1st Quarter of 2027. Critical implementation programs aimed at streamlining project reviews (including plan checks) and with short term deadlines/shot clocks for completion include but are not limited to: an ordinance to update the density bonus and community benefits program with associated state mandated environmental reviews for each specific plan, an ordinance to update the inclusionary housing regulations, consultant services to develop a project streamlining CEQA checklist that will be needed before the end of 2026, and specialized consultant services to prepare an updated transfer of development rights ordinance. Starting work in early November 2026 after Media District Specific Plan (MDSP) approval.
31		001.CD31A.62085.0000.25058.00000	Other Professional Services - 4100 West Riverside Drive Project	30,277.25	Applicant fees will be used to complete the 4100 West Riverside Project.

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ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
32		001.CD31A.62085.0000.25077.00000	Other Professional Services - 2321-2335 North Fairview Street Project	22,235.14	Applicant fees will be used to support City staff in the preparation of a Class 32 Categorical Exemption and a National Environmental Policy Act Environmental Assessment. The project is currently pending notice to the community ahead of a project decision date and filing a Notice of Exemption (NOE) with the County Clerk.
33		001.CD31A.62085.0000.25078.00000	Other Professional Services - 3031 Thornton Avenue Project	34,387.02	Applicant fees will be used to support Staff time necessary to complete entitlement processing for the proposed warehouse/office project, which is currently awaiting final submittal from the Applicant.
34		001.CD31A.62085.0000.24325.000000	Other Professional Services - 2500 N. Hollywood Way Project	6,898.15	Applicant fees will be used to complete an EIR Peer Review Services for the 2500 North Hollywood Way Project.
35		001.CD32A.62300.0000.000000.00000	Special Departmental Supplies	125,000.00	Traffic control options for the purchase of meridian barriers in the amount of approximately $100,000 to $150,000, and carryover funds are needed if the decision is to implement options involving meridians. Funds are also needed to purchase three meridian barriers to secure the palm paseo alley connecting Magnolia Boulevard which is currently not secured.
36		001.CD32A.62170.0000.000000.00000	Private Contractual Services	$ 110,736.8	Carryover funds are needed to pay for permit parking zone studies and for garage cleaning after the FIFA Fan Zone event. Approximately 35,000 of the funds are needed for on-call consultant task orders to conduct permit parking studies to respond to resident new permit parking zone requests received in FY 2025-26 that have not been completed. Approximately $20,000 of the carryover is needed to pay for garage cleaning performed after the FIFA fan zone event. Parking revenue from the event effectively reimbursed these cleaning costs.
37		001.CD42A.60001.0000.24575.00000	Tobacco Grant	17,532.00	Grant funds earmarked to fund staffing needed to educate and ensure tobacco retailers remain in compliance with the City ordinance. **Restricted**
38		001.CD42A.62261.0000.24733.00000	CalAPP SolarAPP+	30,000.00	Grant funds were awarded to support the City's effort to comply with SB379, the State's solar permitting mandate, streamlining residential solar installation permit applications through an online permitting system. **Restricted**
			SUBTOTAL	**3,501,786.04**	
	Finance Department				
39		001.FN01A.62755.0000.000000.00000	Training	10,590.88	Request to carry over remaining training funds for incoming new staff to maintain best practices. This includes Governmental Accounting Standards Board (GASB) updates, California Association of Public Procurement Officials (CAPPO) educational programs, National Institute of Governmental Purchasing (NIGP) courses, California Society of Municipal Finance Officers (CSMFO) training, and the Government Finance Officers Association (GFOA) Accounting Academy.
			SUBTOTAL	**10,590.88**	
	Fire Department				
40		001.FD01A.62170.0000.000000.00000	Fire and Life Safety - Private Contractual Services	224,316.00	Funds are to be used for brush clearance and tree removal within the Mountain Fire Zone. Brush clearance on City properties occurs from May through August, with additional vegetation management in September and October as needed.
41		001.FD01A.62300.0000.25074.00000	Special Departmental Supplies - FEMA FPS GRANT 2023	32,520.52	Funds are from the 2023 Fire Prevention and Safety (FPS) grant. Carryover requested to continue necessary grant-funded expenditures. **Restricted**
42		001.FD02A.62135.1016.000000.00000	Fire Suppression - Governmental Strike Team	27,915.00	Funds in this account are utilized to front strike team expenses until reimbursement is received from the state and/or federal government. A one-time appropriation for this reimburseable expense was funded in FY 2019-20 and will continually be carried over.

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ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
43		001.FD02A.62300.1012.000000.00000	Fire Suppression - Special Departmental Supplies - Fire Academy and Recruitment	260,976.00	Funds will be carried over from the prior recruit academy to conduct a recruitment and academy in FY 2026-27 to address vacancies due to projected retirements.
44		001.FD02A.62300.0000.25010.00000	Fire Suppression - Special Departmental Supplies - UASI 2023	38,557.03	Funds are from the Urban Area Security Initiative (UASI) 2023 grant. Carryover requested to continue necessary grant-funded expenditures. **Restricted**
45		001.FD02A.62300.0000.25200.00000	Fire Suppression - Special Departmental Supplies - UASI 2024	107,941.00	Funds are from the Urban Area Security Initiative (UASI) 2024 grant received by Burbank Fire Department (BFD). Carryover requested to continue necessary grant-funded expenditures. **Restricted**
46		001.FD02A.70011.0000.000000.00000	Fire Suppression - Operating Equipment	15,338.86	Funds in this account will be utilized towards replacement of firefighting hose during annual hose testing in February.
47		001.FD03A.62300.0000.000000.00000	Emergency Medical Service - Special Departmental Supplies	143,108.00	Funds will be utilized towards EMS supplies for the fourth Rescue Ambulance (RA), as well as the replacement of duodotes.
48		001.FD03A.62755.0000.000000.00000	Emergency Medical Service - Training	77,935.00	Funds will be utilized towards paramedic tuition costs to ensure maintenance of the Department's paramedic ranks.
49		001.FD04A.62170.0000.000000.00000	Emergency Management - Private Contractual Services	173,100.00	Funds are to be utilized for costs related to the City's professional services agreement for the development of a citywide Continuity of Operations Plan.
			SUBTOTAL	**1,101,707.41**	
	Library Services				
50		001.LB01A.62170.0000.24552.00000	Private Contractual Services - Central Library Tech Upgrades	45,351.00	This project holds funds from a developer restricted for use on Central Library technology upgrades. Planning for use of funds is ongoing, with expenditures expected in FY 2026-27.
51		001.LB01A.62300.0000.000000.00000	Administration and Technical Services - Supplies	13,000.00	For the purchase of remaining early childhood learning materials and supplies for all three branches, per donation from the Friends of the Burbank Public Library, as accepted by City Council on Jan 13 2026. The items have been identified for purchase, but due to the timing of orders, staff preference was to launch this Fall 2026.
52		001.LB01A.62690.0000.000000.00000	Sister City	25,000.00	Funds to cover hosting expenses for the Summer 2026 delegation visit from Ota, Japan, and travel to Incheon, Korea, which occurs in June and July 2026.
53		001.LB01A.62970.1007.000000.00000	Holding - Central Library	431,721.72	This fund contains bequests and donations being held for use in the replacement of the Central Library. Funds are restricted to Library use. **Restricted**
54		001.LB02A.62425.1004.000000.00000	Library Resource Materials - Loanable Collection	10,000.00	For the purchase of a Library of Things loanable collection, per donation from the Friends of the Burbank Public Library, as accepted by City Council on January 13, 2026. The items have been identified for purchase, but due to timing of orders, staff preference was to launch this Fall 2026.
55		001.LB02A.62425.0000.25156.00000	High Demand Materials	24,204.57	Restricted donation from the Friends of Burbank Public Library to purchase high-demand library materials. Special project account to be used until it is depleted. **Restricted**
			SUBTOTAL	**549,277.29**	
	Management Services				
56		001.MS03A.62210.0000.000000.00000	Drug and Alcohol Compliance	14,000.00	For the purchase of laptop computers that will support field employees in completing required safety, compliance, and Human Resources training, improving accessibility to training resources, increasing completion rates, and helping the City meet regulatory and organizational training requirements.
			SUBTOTAL	**14,000.00**	

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ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
		Non-Departmental			
57		001.ND01A.62055.1000.000000.00000	Strategic Legal Funds	166,140.83	Funds are necessary to support the following matters: 1) To secure specialized legal services for the development, review, and implementation of ballot measures for the upcoming General Municipal Election on November 3, 2026. 2) To obtain legal and E-Discovery services required to maintain full compliance with Public Records Request mandates. These services ensure timely, accurate, and legally sound responses, particularly for unusual, complex, and/or data-intensive records requests.
			SUBTOTAL	**166,140.83**	
		Parks and Recreation			
58		001.PR26A.62365.0000.000000.00000	Urban Reforestation	170,895.00	Tree production was hampered by labor shortages, leaving Forestry unable to secure necessary tree stock. Funds will be used by Forestry, Burbank Volunteer Program (Plant for a Greener Burbank), and the Monarch Mile group to plant trees and pollinator gardens through FY 2026-27.
59		001.PR28A.62135.0000.000000.00000	Governmental Services BUSD Joint Use Agreement	5,435.00	These funds will be utilized to offset contractual obligation increases to support the Burbank Unified School District (BUSD) Joint Use Agreement payments. These funds will fulfill the City's service obligations and help meet programmatic needs as outlined in the agreement.
60		001.PR28A.62655.0000.000000.00000	Burbank On Parade	44,000.00	Funds are earmarked for the return of Burbank On Parade scheduled for FY 2025-26.
61		001.PR28A.62895.1005.000000.00000	Community Events	56,500.00	Funds are earmarked for the Community Grant Pilot Program.
62		001.PR31D.62170.0000.000000.00000	Private Contractual Services	87,201.31	Funds are needed to satisfy outstanding contractual obligations associated with the FY 2026-27 Starlight Bowl Concert Series, including sound and lighting, safety, and custodial services.
63		001.PR31D.62085.0000.000000.00000	Other Professional Services	203,745.90	Funds are required to pay outstanding invoices for Starlight Bowl venue performers, as well as critical maintenance and infrastructure repairs some that must be completed prior to the FY 2026-27 concert series. Carrying these funds forward is essential to meeting contractual obligations, preserving key vendor relationships, maintaining the venue in a safe and operational condition, and ensuring the successful delivery of the FY 2026-27 concert season.
64		001.PR32B.62165.1000.000000.00000	League Officials	42,931.00	Higher participation levels resulted in increased sports program expenditures, including officiating fees. The carryover will ensure sufficient funding is available to fulfill all contractual obligations.
65		001.PR32D.62660.0000.000000.00000	Performing Arts Grant Program	75,604.23	These restricted funds from the Performing Arts Endowment are designated to support arts activities and community engagement. They are currently being used to fund Cultural Arts-sponsored programs, support grant writing services, and provide grants to local artists for visual and performing arts projects. **Restricted**
66		001.PR32D.62895.0000.000000.00000	Miscellaneous Expenses - Cultural Arts	20,000.00	Funds are requested to continue the Department's partnership with Valley Cultural Foundation to provide "Movies in the Park" community events. The inaugural event attracted more than 900 attendees, demonstrating strong community interest and demand. Funding will support an additional event in FY 2026-27 to expand recreational and cultural programming opportunities for residents.
67		001.PR32D.62300.1014.0000.000000	Special Dept Supplies - Cultural Arts	5,429.02	These funds will be used for Burbank Cultural Arts Commission initiatives, including supporting the Burbank Arts website, as well as marketing efforts for events and programs.
68		001.PR32F.62450.0000.000000.00000	Building Ground Maintenance and Repair	81,482.34	Funds are required to complete approved FY 2025-26 sports maintenance projects funded through the Burbank Athletic Federation (BAF). Project implementation will continue into FY 2026-27, and carryover funding is necessary to ensure completion of the planned improvements. **Restricted**
69		001.PR47A.62755.24609.000000	Maddie's Fund Grant	10,810.00	Grant funds to support the spay and neuter rebate program at the Burbank Animal Shelter. **Restricted**

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ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
70		001.PR47A.62300.0000.24589	Animal Shelter Donations	364,230.91	Community donations received by the Burbank Animal Shelter will be used to purchase critical medical equipment and supplies that support animal health, veterinary care, and overall shelter operations. Carrying these funds forward ensures donor and grant contributions are fully utilized for their intended purpose and directly benefit the animals in the Shelter's care. **Restricted**
			SUBTOTAL	**1,168,264.71**	
	Police Department				
71		001.PD03A.62300.0000.24653.00000	Special Departmental Supplies (Gun Buyback Program)	13,178.83	Requesting carryover of remaining funds from the FY 2025-26 approved appropriation for the Police Department's gun buyback program, which will be used to conduct future gun buyback events.
72		001.PD09A.62300.0000.24283.00000	Special Departmental Supplies - Inmate Welfare Funds	15,937.88	California Penal Code Section 4025(d) allows the City to collect a percentage of income generated from collect calls made from inmate pay phones. Revenue from this service is restricted and must be deposited into an inmate welfare fund, which can only be used for the benefit, education, and welfare of the inmates in the jail. Funds are used to purchase items such as mattresses, toothbrushes, towels, and other personal care items. These funds are restricted and cannot be used for any other purposes. **Restricted**.
73		001.PD03A.62300.0000.22500.00000	Special Departmental Supplies - Recruitment Plan	39,222.59	Funds are allocated for the expedited completion of new employee background investigations, conducted by a third-party service provider. This process aims to fill personnel vacancies and achieve full authorized strength for both sworn and non-sworn positions.
74		001.PD01A.60007.0000.25236.00000	2026 Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant	148,147.74	Grant funds were awarded as part of the Office of Traffic Safety - Selective Traffic Enforcement Program to support traffic enforcement initiatives. These funds are utilized to conduct specialized traffic enforcement details, Driving Under the Influence (DUI) enforcement through checkpoints and saturation patrols, and operations aimed at curbing distracted driving, increasing seatbelt compliance, and reducing collisions involving bicyclists and pedestrians. A carryover is requested to continue grant-funded expenditures. **Restricted.**
75		001.PD01A.62300.0000.25236.00000		7,576.61	
76		001.PD01A.62755.0000.25236.00000		1,881.50	
77		001.PD03A.62300.0000.25025.00000	Use of Force Simulator/VR Training Project	72,899.19	The Department is requesting to carry over these funds to support the annual recurring cost of the virtual reality training program. Virtual Reality(VR) training supports the Department's curriculum on de-escalation tactics as part of its use-of-force training for sworn personnel.
78		001.PD01A.60007.0000.25223.00000	Special Departmental Supplies – 2024 Urban Area Security Initiative (UASI) Grant	4,700.00	The U.S. Department of Homeland Security, through the Office of Grants and Training, provides financial assistance to select urban areas through the Urban Area Security Initiative (UASI) program. The 2024 UASI grant, accepted by City Council on July 15, 2025, will fund efforts to enhance the Police Department's preparedness and response capabilities for critical incidents.
79		001.PD01A.62755.0000.25223.00000		15,300.00	
80		001.PD01A.62085.0000.000000.00000	Patrol – Other Professional Services	10,000.00	The Department is requesting to carry over remaining funds from the FY 2025-26 approved appropriation for the Police Department's K-9 Program after the passing of K-9 Spike. Funds will be used for specialized training of the replacement K-9 once appropriate training becomes available.
81		001.PD03A.62170.0000.24581.00000	Police Administration – Private Contractual Services – Parking Enforcement Pilot	176,810.00	The Department requests to carry over these funds to support the expansion of the parking enforcement program, including two (2) Parking Enforcement Representatives and one (1) vehicle. This expansion will continue to strengthen citywide parking enforcement, improve compliance, enhance traffic and pedestrian safety, and improve vehicle and pedestrian mobility in high-demand areas. The carryover funds will supplement the annual operating budget and sustain the expanded program through FY 2028-29.
			SUBTOTAL	**505,654.34**	

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ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
		Public Works			
82		001.PW21B.62170.0000.24369.00000	MCI Communications Corporation Permit	33,828.75	Funds are needed for permit plan review and inspection for small cell site and fiber optics improvements in the public right of way at various locations in the City.
83		001.PW21B.62170.0000.24381.00000	ExteNet	101,832.12	ExteNet designs, builds, and operates digital infrastructure, including fiber, small cells, and distributed wireless networks. It creates the physical networks that power 4G LTE and 5G connections, including underground and overhead fiber connecting cell sites, data centers, and major properties, as well as custom wireless networks for enterprises and public safety. Funds are needed for permit processing, inspection, and consulting services for work in the public right of way at multiple locations throughout the City.
84		001.PW21B.62170.0000.000000.00000	Private Contractual Services	51,714.65	Developer funding collected for on-call plan checks, inspections, and permit services for various projects throughout the City.
			SUBTOTAL	**187,375.52**	
		NON-GENERAL FUNDS			
		Proposition A - Transportation (Fund 104)			
85		104.CD32B.62170.0000.000000.00000	Private Contractual Services	$ 5,560.21	Funds are needed for bus cleaning services.
86		104.CD32B.62300.0000.000000.00000	Special Departmental Supplies	$ 32,721.37	Equipment is needed for online route-matching application implementation.
			SUBTOTAL	**38,281.58**	
		Proposition C - Transportation (Fund 105)			
87		105.CD32B.62170.0000.000000.00000	Private Contractual Services	$ 1,200,000.00	The City will be procuring a new bus operator contract in FY 2026-27. Funds are also needed for the Orange Route expansion by December 2026.
			SUBTOTAL	**1,200,000.00**	
		Air Quality Metropolitan District, AQMD - Transportation (Fund 106)			
88		106.CD33A.62170.0000.000000.00000	Private Contractual Services	$ 16,400.00	Funds will be to utilized to implement a bicycle rack program and improve City bus shelters.
			SUBTOTAL	**16,400.00**	
		Measure R - Transportation (Fund 107)			
89		107.CD33A.62085.0000.000000.00000	Other Professional Services	$ 148,513.42	Requesting carryover to pay for an engineering study of speed limits to potentially update City Speed Limits in accordance with Assembly Bill (AB) 43.
90		107.CD33A.62170.0000.000000.00000	Private Contractual Services	$ 160,000.00	An on-call consultant task order in the amount of $173,000 was executed in FY 2025-26 to complete design of safety improvements on Glenoaks Boulevard to implement the top priority corridor #1 in the Safer Streets Burbank Action Plan approved by Council last year. $160,000 of the carry over funds are needed to pay the remainder of the consultant tasks in this open task order to complete design. Design is expected to be complete in Fall 2026.
91		107.CD33A.62170.1046.000000.00000	Private Contractual Services - Metrolink	$ 64,401.49	Funds are needed to upgrade the Burbank Airport South Station landscaping.
			SUBTOTAL	**372,914.91**	
		Measure W - Stormwater (Fund 109)			
92		109.PW23A.62085.0000.000000.00000	Other Professional Services	196,095.32	These funds are needed for consultant services under the National Pollution Discharge Elimination System (NPDES) Permit.
93		109.PW23A.62435.0000.000000.00000	General Equipment Maintenance	150,000.00	These funds are needed for trash screen rehabilitation in City catch basins under the NPDES Permit.
94		109.PW23A.62170.0000.000000.00000	Private Contractural Services	150,000.00	These funds are needed for a Total Maximum Daily Load (TMDL) Special Study under the NPDES Permit
			SUBTOTAL	**496,095.32**	

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		Housing - Section 8 Voucher Program (Fund 117)			
95		117.CD26A.62085.0000.000000.00000	Other Professional Services	114,751.20	Funds are required to pay for Burbank Section 8 contractual services for mediation for informal hearings, social service benefit reviews, and required background, criminal, and credit checks.
96		117.CD26A.62170.0000.000000.00000	Private Contractual Services	81,235.88	Funds are required to pay for Burbank Section 8 contractual services for Housing and Urban Development (HUD) regulation updates and technical assistance to ensure ongoing program compliance.
97		117.CD26A.62950.0000.000000.00000	Section 8 Housing Assistance Payments	102,211.80	Funds to pay for Burbank Section 8 voucher holders.
98		117.CD26A.62950.1001	EHV Housing Assistance Payments	121,174.00	Funds to pay for Burbank Emergency Housing Vouchers (EHV) voucher holders.
99		117.CD26A.62950.1002	EHV Administrative Fees	457,529.26	Funds to pay for Burbank EHV administrative costs.
			SUBTOTAL	**876,902.14**	
		General City Grant Fund (Fund 121)			
100		121.PD91B.62135.0000.25066.00000	Department of Justice – 2024 BJA–Schiff	20,000.00	The U.S. Department of Justice, through the Bureau of Justice Assistance's Byrne Discretionary Community Project Grant, awarded funding to the Burbank Police Department to support the expansion of its Mental Health Evaluation Team (MHET) program. The grant will fund the addition of a second full-time licensed clinical social worker to ensure appropriate response levels for community members experiencing mental health crises. City Council accepted the grant on October 1, 2024. **Restricted**.
			SUBTOTAL	**20,000.00**	
		Community Development Block Grant (CDBG) (Fund 122)			
101		122.CD25A.63051.0000.000000.00000	General CDBG Activities	59,537.83	Community Development Block Grant (CDBG) **restricted** administrative funds to be used for the administration and management of future capital improvement projects.
			SUBTOTAL	**59,537.83**	
		Public Improvements Fund (Fund 127)			
102		127.PR28A.70003.0000.24994.00000	First Street Pocket Park Project	150,494.00	The First Street Village project includes the development of a pocket park. Per the Development Agreement, the City is required to contribute up to $400,000 toward park construction. Carryover funding is needed to fulfill the City's contractual obligation and reimburse eligible construction costs associated with the project. The Developer is responsible for ongoing park maintenance costs.
103		127.CD33A.62085.0000.000000.00000	Other Professional Services	768,515.13	Funds are needed to provide consultant project management and oversight of the bike path and complete streets capital projects, including the San Fernando Bikeway and Chandler Bikeway Extension. These projects are partially funded with Transportation Development Impact Fees. Management services are needed to keep projects on schedule and prevent lapsing of Federal grant funds through the four-year completion dates.
104		127.CD33A.62185.0000.000000.00000	Transportation Element EIR	324,879.45	Funds are needed to support additional transportation analysis related to the four specific plans in development. As these plans advance, more detailed technical analyses are needed from consultants to evaluate future transportation conditions and projects, including projected traffic patterns, multimodal travel demand, pedestrian and bicycle connectivity, and transit access.
			SUBTOTAL	**1,243,888.58**	
		Housing and Urban Development (HUD) Affordable Housing Fund (Fund 128)			
105		128.CD25A.62170.0000.000000.00000	Contractual Services	11,477.37	Funds for new affordable housing project review.
106		128.CD25A.63051.1020	Fair Housing	40,000.00	Funds are required to complete Fair Housing efforts for the City that will include Housing Clinics to assist the Burbank community with fair housing questions, issues, and concerns.
107		128.CD25C.62170.0000.000000.00000	Private Contractual Services	21,374.28	Funds are required to pay for the consultant contract providing Permanent Supportive Housing (PSH) Navigation Services.

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ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
108		128.CD25C.62520.0000.000000.00000	Public Information	40,400.00	Funds to support marketing and outreach efforts for the PSH program, including landlord engagement and incentive initiatives.
109		128.CD25C.62950.0000.000000.00000	Permanent Supportive Housing Vouchers - Housing Assistance Voucher Payments	350,244.00	Funds for PSH voucher holder rent payments.
110		128.CD25C.62950.1000	Permanent Supportive Housing Vouchers - Administrative Funds	186,987.00	Funds for PSH Administrative expenses.
			SUBTOTAL	**650,482.65**	
		Street Lighting Fund (Fund 129)			
111		129.PS61B.70006.0000.24731.58500	Street Lighting Improvements	60,000.00	The work did not proceed in FY 2025-26 due to limited staff time and competing priorities. Carryover is needed to start the software implementation for FY 2026-27.
			SUBTOTAL	**60,000.00**	
		Burbank Community Services Fund (Fund 131)			
112		131.FD04A.62635.0000.000000.00000	Emergency Management - Emergency Preparation	6,627.71	Funds are from private donations to the Emergency Management Division and Fire Corps Program specifically designated for Fire Corps activities, Community Emergency Response Training (CERT), and other related training.
			SUBTOTAL	**6,627.71**	
		Low and Moderate Income Housing Fund (Fund 305)			
113		305.CD23A.62085.0000.000000.00000	Other Professional Services	100,000.00	Funds will be used to cover CoStar data platform licensing for Housing and Homelessness Division (new platform per Council direction) to access data related to housing market trends including vacancy rate and average rental rate for public-facing Housing Enforcement Unit Dashboard. Additionally, these funds will be used for legal consultants (needed per the City Attorney's Office) to assist with drafting of Affordable Housing Agreements for multi-family affordable housing projects.
			SUBTOTAL	**100,000.00**	
		Parking Authority Capital Projects (Fund 310)			
114		310.CD32A.62170.0000.22676.00000	Downtown Parking Garages	106,329.91	Funds are needed to pay for new trash collection and porter service for the Orange Grove parking structure that began in FY 2025-26. CDD assumed management of trash service in the garage that is shared with several private restaurant tenants. City management was needed to address trash, litter, rodents, and other unsanitary conditions. There are pending invoices that will need to be paid for work that was not anticipated. This was a council-approved mid-year request on 03/10/2026; all costs are ultimately reimbursed by the restaurant tenants, but funds are needed for the upfront service costs.
115		310.CD32A.62170.0000.22677.00000	APX Structure Maintenance	406,530.22	Funds are needed to pay for contractually mandated maintenance and repairs to the APX parking structure. $165,000 of this carryover is needed to pay for City portion of one-time large owner repairs made to APX parking structure, as required by our lease with the garage owner and agreed to by CDD in FY 2025-26. These funds are reimbursed by the Successor Agency as part of the Recognized Obligation Payment Schedule (ROPS) reimbursements and expenditure was reviewed by the Successor Agency implementing official. This was also a Council-approved mid-year request on March 10, 2026. The invoice for these repairs was received after July 1, 2026 and is in the process of being paid. An additional $65,000 of the carryover is needed to cover payment of a FY 2025-26 4th quarter invoice that will be paid after July 1, 2026. Finally, staff increased the FY 2026-27 budget for these expenses by 15 percent over FY 2025-26, but the carryover is needed to account for additional cost increases billed to the City that could exceed this 15 percent budget increase assumption.
			SUBTOTAL	**512,860.13**	

CITY OF BURBANK

CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27

Governmental Funds, Including General Fund

ITEM #	ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
	Capital Projects (Fund 370)			
116	370.PR21A.70003.0000.24994	First Street Pocket Park Project	249,506.00	The First Street Village project includes the development of a pocket park. Per the Development Agreement, the City is required to contribute up to $400,000 toward park construction. Carryover funding is needed to fulfill the City's contractual obligation and reimburse eligible construction costs associated with the project. The Developer is responsible for ongoing park maintenance costs.
		SUBTOTAL	**249,506.00**	

GENERAL FUND TOTAL	**8,076,390.69**
GENERAL FUND - RESTRICTED	**2,249,287.00**
GENERAL FUND - NON RESTRICTED	**5,827,103.69**
OTHER GOVERNMENTAL FUNDS	**5,903,496.85**
TOTAL GOVERNMENTAL FUNDS	**13,979,887.54**

CITY OF BURBANK
CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27
Enterprise Funds

ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
		Water Reclamation and Sewer Fund (Fund 494)			
117		494.PW23A.62085.0000.000000.00000	Other Professional Services	231,903.96	These funds are needed for National Pollutant Discharge Elimination System (NPDES) consultation and potential litigation related to the new NPDES Permit.
118		494.PW23B.62170.0000.000000.00000	Private Contractual Services	185,529.48	These funds are needed for ongoing maintenance and repair work currently in process by the contract operator at the Burbank Water Reclamation Plant (BWRP) that will extend beyond the end of the current fiscal year.
119		494.PW23D.62170.0000.000000.00000	Private Contractual Services	208,080.04	These funds are needed for ongoing pump station maintenance and large sewer line cleaning currently in process and extending beyond the end of the current fiscal year.
			SUBTOTAL	**625,513.48**	
		Electric Fund (Fund 496)			
120		496.PS12A.15022.0000.25120.10700	Buildings - Work in progress	28,365.63	Olive A3 Transformer Replacement: The transformer has been ordered; however, due to an estimated two-year manufacturing lead time, project completion will extend beyond the current fiscal year.
121		496.PS12E.15022.0000.25134.10700	Buildings - Work in progress	150,000.00	Backup Energy Control Center (ECC) Generator (Mobile/Stationary): The backup generator has not been ordered due to the possibility of combining with a larger generator to feed the backup ECC and other services within the Magnolia building.
122		496.PS31A.15041.0000.10700	Machinery and Equipment-Clearing	185,000.00	Bottle Truck 1 and GMC aerial equipment capital outlay items are in progress for specifications development and work to extend the useful life of aerial assets.
123		496.PS31B.15041.0000.10700	Machinery and Equipment-Clearing	805,000.00	Capital outlay items, including a materials truck, dump truck uplift, conduit inspection camera, bucket truck, and crew truck in progress for specifications development, equipment upgrades, and permitting / vehicle availability issues.
124		496.PS31E.15022.0000.22935.10700	Buildings - Work in progress	27,225.26	Replace General Electric (GE) Relays on 69 kV lines (Department Share). Funds are needed for outstanding work.
125		496.PS31E.15022.0000.23006.10700	Buildings - Work in progress	12,138,586.90	Media District 12kV Capacity: Significant project funding is encumbered for progress payments to be made over multiple fiscal years until project completion.
126		496.PS31E.15022.0000.23344.10700	Buildings - Work in progress	126,506.22	69kV Line Metering and Protection Upgrades: funds are needed for outstanding work.
127		496.PS31E.15022.0000.23380.10700	Buildings - Work in progress	392,491.09	Electric Distribution Masterplan Update: funds are needed for outstanding work.
128		496.PS31E.15022.0000.23722.10700	Buildings - Work in progress	82,519.86	Upgrade 34kV Line and Cap Bank Relays. Funds are needed for outstanding work.
129		496.PS31E.15022.0000.24415.10700	Buildings - Work in progress	173,784.93	Install Transformer Gas Monitor at BWP Stations. Funds are needed for outstanding work.
130		496.PS31E.15022.0000.24419.10700	Buildings - Work in progress	558,418.34	Replace Station 69kV Equipment at Receiving Station E (RSE). The Los Angeles Department of Water and Power (LADWP) TIE-Connection project: Funds are needed for outstanding work.
131		496.PS31E.15022.0000.24423.10700	Buildings - Work in progress	123,213.29	Distribution Substation Transformer Fire Walls Addition: funds are needed for outstanding work.
132		496.PS31E.15022.0000.24426.10700	Buildings - Work in progress	25,607.14	Bus Differential Relay Upgrade (34kV): funds are needed for outstanding work.
133		496.PS31E.15022.0000.24427.10700	Buildings - Work in progress	238,582.64	Bus Differential Relay Upgrade (69kV): funds needed for outstanding work.
134		496.PS31E.15022.0000.24432.10700	Buildings - Work in progress	137,723.83	Feeder and Cap (capacitor) Bank Relay Upgrade (4/12kV): funds are needed for outstanding work.

CITY OF BURBANK
CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27
Enterprise Funds

ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
135		496.PS31E.15022.0000.24453.10700	Buildings - Work in progress	100,000.00	Implement New Analytics Modules: funds are needed for deferred work related to the lack of available resources due to other higher priority projects.
136		496.PS31E.15022.0000.24676.10700	Buildings - Work in progress	92,999.42	Install Transformer Temperature Monitors: funds are needed for outstanding work.
137		496.PS31E.15022.0000.24677.10700	Buildings - Work in progress	100,000.00	Drawing Document System: This system will be tied to the new Work Order Asset Management (WAM) replacement and is being deferred until a replacement is selected.
138		496.PS31E.15022.0000.24678.10700	Buildings - Work in progress	81,679.54	Upgrade Geographic Information System (GIS): This project is still in the process of upgrading.
139		496.PS31E.15022.0000.24680.10700	Buildings - Work in progress	200,000.00	Upgrade Workforce Management Software: This project is delayed until BWP finds a replacement for WAM, as the two systems will be heavily integrated. The next phase of the project is not rebudgeted until FY 2028-29.
140		496.PS31E.15022.0000.24686.10700	Buildings - Work in progress	16,635.74	Rebuild the Department Operations Center (DOC): funds are needed for deferred work pending new technology implementation.
141		496.PS31E.15022.0000.24687.10700	Buildings - Work in progress	108,007.16	Relocate the Maps and Records Group: funds are needed for deferred work pending new technology implementation.
142		496.PS31E.15022.0000.24688.10700	Buildings - Work in progress	2,454,089.23	Ontario Substation-third Bank and Line: significant project funding is encumbered for progress payments to be made over multiple fiscal years until project completion.
143		496.PS31E.15022.0000.24694.10700	Buildings - Work in progress	166,034.22	Replace Station Communication Processors (SEL [Schweitzer Engineering Laboratories]-2030s): funds are needed for outstanding work.
144		496.PS31E.15022.0000.24786.10700	Buildings - Work in progress	200,000.00	Upgrade 34.5 kV Lines: identified repairs are needed - deferred due to resource constraints.
145		496.PS31E.15022.0000.24891.10700	Buildings - Work in progress	287,921.33	Burbank Substation Cable Bus and Bushing Upgrade: funds are needed for outstanding work.
146		496.PS31E.15022.0000.24938.10700	Buildings - Work in progress	2,764,120.99	Burbank Bridge Infrastructure Rebuild: funds are needed for outstanding work. Permitting delays have extended this project.
147		496.PS31E.15022.0000.25138.10700	Buildings - Work in progress	1,000,000.00	Expansion of Interconnection Capacity: funds are needed for work deferred due to limited resources and delays by third parties.
148		496.PS31E.15022.0000.25143.10700	Buildings - Work in progress	14,373,407.00	Airport Substation (Department share): significant project funding is encumbered for progress payments to be made over multiple fiscal years until project completion.
149		496.PS31E.15022.0000.25180.10700	Buildings - Work in progress	49,092,763.00	Airport Substation - Subtransmission and Distribution: significant project funding is encumbered for progress payments to be made over multiple fiscal years until project completion.
150		496.PS31E.15041.0000.10700	Machinery and Equipment-Clearing	75,000.00	Electrical asset aerial inspection device: Working with Burbank Police Department (BPD) to mitigate increased security risks at BWP. Additional funds are needed to complete the purchase budgeted in FY 2026-27.
151		496.PS31E.15042.0000.22243.10700	Machinery and Equipment-Clearing	846,342.73	Protective Relay Network Replacement: completion pending final work for internal labor to cleanup the old system and prepare project documentation.
152		496.PS31T.15041.0000.10700	Machinery and Equipment-Clearing	63,654.15	Cable Fault Locator with trailer: purchase ongoing, PO not issued yet.
153		496.PS41A.62590.0000.000000.93020	Event Sponsorship	40,000.00	Annual Burbank Tournament of Roses Association (BTORA) donation and continued sponsorship of other non-profit organizations.

CITY OF BURBANK
CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27
Enterprise Funds

ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
154		496.PS41B.62085.0000.00000.92300	Other Professional Services	187,300.00	Development of a formal 4-year cost-of-service study that complies with all regulatory requirements of Proposition 218 and 26, considers new rate structures in compliance with regulations, review of all fees associated with water and electric service (non-rate-related), and recommendation of new fees in accordance with best practices for publicly owned utilities. This will also create a 10-year interactive financial model, develop a revised reserve policy, and include attending multiple public outreach meetings, BWP Board meetings, City Council meetings, and attending the public hearing. In addition, a PSA carryover for vendor Revenue and Cost Specialists to develop a comprehensive, first-time utility cost allocation plan to allocate general and administrative costs fairly between utility funds. Delayed for scope changes, resulting in a lower quote than originally budgeted.
155		496.PS43A.15022.0000.24480.10700	Buildings - Work in progress	200,000.00	In progress: PSA for fleet tire area coverage. Engineering design is in progress to determine the final cost of the project.
156		496.PS43A.15041.000.000000.10700	Machinery and Equipment-Clearing	350,000.00	Material Handler: Specifications in development for bidding process as specs changed to accommodate a much higher lifting capacity.
157		496.PS42A15022.0000.25149.10700	Buildings - Work in progress	365,191.64	Lobby Safety Project (cashier area remodel): Electric Fund share-delay in procurement of safety glass; installation postponed to September 2026.
158		496.PS42A15022.0000.25150.10700	Buildings - Work in progress	265,500.00	Customer Service (CS) Relocation Project-electric fund share: repurpose space to create more workstations to support additional personnel.
159		496.PS42A15042.0000.24483.10700	Machinery and Equipment-Clearing	1,846,759.60	Meter Data Management System-Electric Fund share: Implementation will be finalized by December 2026.
160		496.PS12E.15022.0000.21941.10700	Buildings - Work in progress	6,028.62	Heating, Ventilation, and Air Conditioning (HVAC) study for Energy Control Center (ECC) Project: Funds to be carried over to accommodate any findings during commissioning. This will also include funds for BWP labor to connect the system.
161		496.PS43D.15022.0000.21941.10700	Buildings - Work in progress	400,000.00	HVAC study for ECC project: funds to be carried over to accommodate any findings during commissioning. This will also include funds for BWP labor to connect the system.
162		496.PS43D.15042.0000.24738.10700	Machinery and Equipment-Clearing	85,000.00	Asset Management Ticketing System: This project is delayed due to plans to integrate with the BWP's GIS system.
163		496.PS45A.15022.0000.22359.10700	Buildings - Work in progress	398,657.00	Operational Reliability: Building out a system for monitoring, alerting, and reporting for BWP's critical applications and systems (TDMS, MPP, SCADA, etc.). BWP Operations Technology (OT) is currently evaluating multiple vendors and is waiting on final proposals.
164		496.PS45A.15042.0000.23343.10700	Machinery and Equipment-Clearing	418,320.86	Hardware enhancements to BWP's critical networking and server rooms: ongoing work for cooling and Uninterruptible Power Supply (UPS) enhancements.
165		496.PS45B.15022.0000.25135.10700	Buildings - Work in Progress	265,500.00	Customer Service Application Support Office Reconfiguration: Delays due to limited resources in BWP Facilities.
166		496.PS45B.15042.0000.25136.10700	Machinery and Equipment-Clearing	1,770,000.00	Online Account Manager Portal-electric fund share: Project delayed due to priority for Meter Data Management (MDM) /Customer Care System (CCS) projects.

CITY OF BURBANK
CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27
Enterprise Funds

ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
167		496.PS43X.62085.0000.00000.92300	Other Professional Services	120,574.00	The Positions Classification and SharePoint Projects, which store BWP documents in the City's SharePoint locations, were delayed due to limited staff resources. In addition, BWP needs to carry over funds to complete executive and staff coaching begun in FY 2025-26.
168		496.PS43X.62755.0000.00000.92300	Training	130,000.00	Requesting carryover to pay for safety training videos, commercial driver's license training for a backlog of apprentices, and skills training of administrative staff across the BWP. Contract delayed due to vendor availability, which altered the timeline for training delivery.
169		496.PS44M.10542.0000.24782.10700	Machinery and Equipment-Clearing	$62,500	This carryover request supports the completion of the Customer Relationship Management software (CRM) procurement process, a collaborative cost-sharing initiative with Customer Service to maximize procurement and deployment efficiency. The initial timeline is extended to fully align with the formal BWP software acquisition process for services that require inter-divisional data sharing and integration with existing systems. This evaluation phase ensures the selected vendor can achieve complete integration with existing BWP systems and remain compatible with future developments, eliminating technical compatibility risks.
170		496.PS44M.15042.0000.25151.10700	Machinery and Equipment-Clearing	$25,000	Oracle (Opower) - Water Conservation: delayed due to the prioritization of the Meter Data Management (MDM) project. Work is scheduled to begin once the MDM integration is complete.
			SUBTOTAL	**94,152,011.36**	
		Water Fund (Fund 497)			
171		497.PS51D.15022.0000.25149.10500	Buildings-work in progress	54,374.62	Lobby Safety Project (cashier area remodel): Water Fund share-delay in procurement of safety glass; installation postponed to September 2026.
172		497.PS51D.15022.0000.25150.10500	Buildings-work in progress	34,500.00	Customer Service Relocation Project: Water Fund share: Repurpose space to create more workstations to support additional personnel.
173		497.PS51D.15042.0000.24483.10500	Machinery and equipment-work in progress	263,822.80	Meter Data Management System: Water Fund share: Implementation will be finalized by December 2026.
174		497.PS51D.15022.0000.21941.10500	Buildings-work in progress	11,500.00	HVAC study for ECC project: Funds to be carried over to accommodate any findings during commissioning. This will also include funds for BWP labor to connect the system.
175		497.PS51D.15042.0000.24738.10500	Machinery and equipment-work in progress	11,500.00	Asset Management Ticketing System: This project is delayed due to plans to integrate with the BWP's GIS system.
176		497.PS51D.15022.0000.22359.10500	Buildings-work in progress	54,103.00	Operational Reliability: Building out a system monitoring, alerting, and reporting for BWP's critical applications and systems (TDMS, MPP, SCADA, etc.). BWP OT is currently evaluating multiple vendors, and are waiting on final proposals.
177		497.PS51D.15042.0000.23343.10500	Machinery and equipment-work in progress	75,597.67	Hardware enhancements to BWP's critical networking and server rooms: ongoing work for cooling and Uninterruptible Power Supply (UPS) enhancements.
178		497.PS51D.15022.0000.25135.10500	Buildings-work in progress	34,500.00	Customer Service Application Support Office Reconfiguration: Delays due to limited resources in BWP Facilities.
179		497.PS51D.15042.0000.25136.10500	Machinery and equipment-work in progress	230,000.00	Online Account Manager Portal: Water Fund share: Project delayed due to priority for MDM/CCS projects.

CITY OF BURBANK
CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27
Enterprise Funds

ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
180		497.PS51D.10542.0000.24782.10500	Machinery and equipment-work in progress	$62,500	This carryover request supports the completion of the Customer Relationship Management (CRM) software procurement process, a collaborative cost-sharing initiative with Customer Service to maximize procurement and deployment efficiency. The initial timeline is extended to fully align with the formal BWP software acquisition process for services that require inter-divisional data sharing and integration with existing systems. This evaluation phase ensures the selected vendor can achieve complete integration with existing BWP systems and remain compatible with future developments, eliminating technical compatibility risks.
181		497.PS51D.15022.0000.22976.10500	Buildings-work in progress	2,268,338.48	Chloramine Boosting Systems: A construction contract is being issued. Funding is being requested to be carried over for labor and two professional service agreements related to construction management and engineering services during construction.
182		497.PS51D.15022.0000.23761.10500	Buildings-work in progress	312,232.04	Valley Pumping Plant Disinfection System: The design of a new disinfection system is being completed under an on-call service contract. Funding is requested to be carried over to continue to pay for engineering services.
183		497.PS51D.15022.0000.24707.10500	Buildings-work in progress	300,000.00	Funds are being requested to be carried over to FY 2026-27 due to high Water Division workload, limited engineering staff availability, and the need to prioritize other active capital and regulatory-driven projects during FY 2025-26. The project remains necessary to improve seismic resiliency and operational reliability of critical Reservoir 5 inlet/outlet pipeline infrastructure.
184		497.PS51D.15022.0000.25152.10500	Buildings-work in progress	114,630.00	Valley Pumping Plant Seismic Assessment. Work is being performed under an on-call service agreement. Funding is being requested to be carried over to continue to pay for services and complete the assessment.
185		497.PS51D.15042.0000.25151.10500	Machinery and equipment-work in progress	25,000.00	Oracle (Opower) - Water Conservation: delayed due to the prioritization of the MDM Project - work scheduled to begin once the MDM integration is complete.
186		497.PS51D.62085.0000.00000.92300	Other professional services	149,905.00	Development of a formal 4-year cost of service study that complies with all regulatory requirements of Prop 218 & 26, considers new rate structures in compliance with regulations, review of all fees associated with water and electric service (non-rate related) and recommendation of new fees in accordance with best business practices for publicly owned utilities, creating a 10-year interactive financial model that BWP will own, development of a revised reserve policy, includes attending multiple public outreach meetings, BWP Board meetings, City Council meetings, and attending the public hearing.
			SUBTOTAL	**4,002,503.61**	

CITY OF BURBANK
CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27
Enterprise Funds

ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
		Refuse Collection and Disposal Fund (Fund 498)			
187		498.PW31A.15101.0000.000000.00000	Vehicle Clearing	5,581,969.00	Funds are needed to replace five trash trucks and an electric stake bed utilized by the Solid Waste team. This year, staff have found electric trash trucks that are viable for the operation; some of the remaining five trash trucks may be replaced with electric trucks with this carryover funding.
188		498.PW31C.62170.0000.000000.00000	Private Contractual Services	111,180.72	Funds are needed to cover increased costs of green waste hauling services and the City's temporary residual waste diversion plans.
189		498.PW31C.62170.0000.22669.00000	Private Contractual Services	473,697.31	This funding is needed in part to pay for the Green Halo Construction and Demolition (C&D) waste management and reporting system. The system allows contractors and homeowners to submit solid waste plan applications for City staff approval and supports staff in accessing C&D diversion data for State reporting. These funds will also be used to further C&D outreach to permittees in the coming year.
190		498.PW31C.62170.0000.24941.00000	Private Contractual Services	17,443.52	This project account is used for the 2023 Curbside Supplemental Payment Program. Funding supports activities related to beverage container recycling and will be utilized in the next fiscal year.
191		498.PW31C.62170.0000.25067/25092.00000	Private Contractual Services	48,575.53	This project account is used for the 2024 Curbside Supplemental Payment Program. Funding supports activities related to beverage container recycling and will be utilized in the next fiscal year.
192		498.PW31C.62170.0000.25068.00000	Private Contractual Services	1,445.56	Funds for this multi-year program are **restricted** and can only be used for the promotion of bottle and can recycling. Funds will be utilized in the next fiscal year.
193		498.PW31C.62170.0000.25368.00000	Sustainable Burbank	9,150.00	Funds are dedicated to approved Sustainable Burbank Commission activities such as annual Earth Day event, habitat restoration, reusable produce bags for public distribution, and the foodware rebate program for businesses.
			SUBTOTAL	**6,243,461.64**	

TOTAL ENTERPRISE FUNDS	**105,023,490.09**

CITY OF BURBANK
CONTINUING APPROPRIATIONS BY ACCOUNT NUMBER FY 2025-26 to FY 2026-27
Internal Service Funds

ITEM #		ACCOUNT NUMBER	ACCOUNT NAME	SUBMITTED AMOUNT	JUSTIFICATION
		General Liability Insurance Fund (530)			
194		530.MS04A.62070.1001.000000	Litigation:Civil Service	46,500.00	Funding is needed to support current and ongoing employment arbitration proceedings.
195		530.MS04A.62055.0000.000000	Outside Legal Services	318,646.00	Funding is needed to support current and ongoing workplace investigations.
			SUBTOTAL	**365,146.00**	
		Vehicle Equipment Replacement Fund (Fund 532)			
196		532.LB01A.15101.0000.000000.00000	Vehicles Clearing	32,150.48	Restricted donation from the Friends of the Burbank Public Library. The funds are to be used until depleted for fabrication, contingency, maintenance, delivery, and purchase of technology and supplies for the Library outreach vehicle (Bookmobile) as approved by City Council on June 24, 2025. **Restricted**
197		532.PW34A.15101.0000.000000.00000	Vehicles Clearing	2,497,962.00	Funds are to be utilized to complete purchase and outfitting of critical fire apparatus and utility vehicles.
198		532.PW34A.15101.0000.000000.00000	Vehicle Clearing	6,503,836.79	Funding will be used to continue vehicle and equipment replacement based on the FY 2025-26 equipment replacement list approved during the budget cycle for items currently in the procurement process.
			SUBTOTAL	**9,033,949.27**	
		Office Equipment Replacement Fund (Fund 533)			
199		533.ALL.63050	Non-capitalized Assets	850,711.93	These accounts were established in FY 2003-04 for departments to use to replace assets costing less than $10,000. Per the City's existing policy, these non-capitalized asset accounts are carried over annually.
			SUBTOTAL	**850,711.93**	
		Municipal Infrastructure Fund (Fund 534)			
200		534.PW21A.62450.1004.000000.00000	Bridge Maintenance	100,000.00	This line item replaces the former project account 14550. Funding is needed for programmatic bridge repairs currently in progress for the Burbank Boulevard, Magnolia Boulevard, and Olive Avenue bridges.
			SUBTOTAL	**100,000.00**	
		Information Technology Fund (Fund 537)			
201		537.IT02A.62316.0000.000000.00000	Software and Hardware	240,000.00	Carryover funds are needed to cover new costs resulting from SB 122, which will apply a 10.50% sales tax to SaaS and digital software beginning January 1, 2027. This will increase the price of existing software subscriptions and renewals. These funds will ensure Information Technology (IT) can absorb these mandated cost increases in Fiscal Year 2026-27.
202		537.IT04B.15112.0000.25190.00000	Enterprise Resource Planning (ERP) Solution	38,261.54	These funds were transferred from the ERP BOSS Project #16696 and are to be used for the continued research and planning phases of the new Enterprise Resource Planning solution, including consulting services and staff backfill.
203		537.CD33D.15112.0000.24199.00000	Library Computers and Software - Buena Vista Library Audio Visual Upgrade	250,000.00	A vendor has been identified to complete the scope of work, and the project is anticipated to commence in Winter 2026.
			SUBTOTAL	**528,261.54**	

TOTAL INTERNAL SERVICE FUNDS	**10,878,068.74**

RESOLUTION NO. 26-29,733

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM FISCAL YEAR 2025-2026

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The City's Fiscal Year 2026-2027 Annual General Fund budget is amended by continuing appropriations of $8,076,391 from Fiscal Year 2025-2026 in the following departments:

City Attorney	80,000
City Clerk	657,094
City Manager	80,000
City Treasurer	54,500
Community Development	3,501,786
Finance Department	10,591
Fire Department	1,101,707
Library Services	549,277
Management Services	$14,000
Non-Departmental	166,141
Parks and Recreation	1,168,265
Police Department	505,654
Public Works	187,376

2. The City's Fiscal Year 2026-2027 Annual Water Reclamation and Sewer Fund budget is amended by continuing appropriations of $625,513 from Fiscal Year 2025-2026.

3. The City's Fiscal Year 2026-2027 Annual Burbank Water and Power Electric Fund budget is amended by continuing appropriations of $94,152,011 from Fiscal Year 2025-2026.

4. The City's Fiscal Year 2026-2027 Annual Burbank Water and Power Water Fund budget is amended by continuing appropriations of $4,002,504 from Fiscal Year 2025-2026.

5. The City's Fiscal Year 2026-2027 Annual Refuse Collection and Disposal Fund budget is amended by continuing appropriations of $6,243,462 from Fiscal Year 2025-2026.

6. The City's Fiscal Year 2026-2027 Annual Budget is amended by the continuing appropriations from Fiscal Year 2025-2026 for the following amounts remaining in various Funds:

Proposition A (Fund 104)	38,282
Proposition C (Fund 105)	1,200,000
Air Quality Metropolitan District (AQMD) (Fund 106)	16,400
Measure R - Transportation (Fund 107)	372,915
Measure W - Stormwater (Fund 109)	496,095
General City Grant Fund (Fund 121)	20,000
Community Development Block Grant (Fund 122)	59,538
Development Impact Fees (Fund 127)	1,243,889
HUD Affordable Housing (Fund 128)	650,483
Street Lighting Fund (Fund 129)	60,000
Burbank Community Services (Fund 131)	6,628
Capital Projects (Fund 370)	249,506
General Liability Insurance Fund (Fund 530)	365,146
Vehicle Equipment Replacement Fund (Fund 532)	9,033,949
Office Equipment Replacement Fund (Fund 533)	850,712
Municipal Infrastructure Fund (Fund 534)	100,000
Infrastructure Technology Fund (Fund 537)	528,262

7. The Financial Services Director is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the programs specified in this resolution.

PASSED and ADOPTED this 25th day of August, 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Mayor

Attest:

Approved as to Form:
Office of the City Attorney

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

By: _s/Joseph H. McDougall____
Joseph H. McDougall
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a majority vote of the Council of the City of Burbank at its regular meeting held on the 25th day of August, 2026, by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-26-284

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM FISCAL YEAR 2025-2026

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Housing Authority's Fiscal Year 2026-2027 annual budget is amended by continuing appropriations of $976,902 from Fiscal Year 2025-2026.

2. The Financial Services Director is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the programs specified in this resolution.

PASSED and ADOPTED this 25th day of August, 2026.

s/Tamala Takahashi
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Approved as to Form:
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, Clerk

By: s/Joseph H. McDougall
Joseph H. McDougall
Counsel to the Housing Authority

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the 25th day of August 2026, by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, Clerk

PARKING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. P-26-131

A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR THE PURPOSE OF CONTINUING APPROPRIATIONS FROM FISCAL YEAR 2025-2026

THE PARKING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Parking Authority's Fiscal Year 2026-2027 annual budget is amended by continuing appropriations of $512,860 from Fiscal Year 2025-2026.

2. The Financial Services Director is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the programs specified in this resolution.

PASSED and ADOPTED this 25th day of August, 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Chairperson of the Parking
Authority of the City of Burbank

Approved as to Form:
Office of the City Attorney

Attest:

_s/Kimberley Clark_____
Kimberley Clark, Secretary

By: _s/Joseph H. McDougall____
Joseph H. McDougall
Counsel for Parking Authority

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, Secretary of the Parking Authority to the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Parking Authority of the City of Burbank at its regular meeting held on the 25th day of August, 2026, by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, Secretary

STAFF REPORT

FIRE DEPARTMENT

DATE: August 25, 2026

TO: Justin Hess, City Manager

FROM: Danny Alvarez, Fire Chief
VIA: Christine Alles, Fire Administrator
BY: Channing Reyes, Administrative Analyst II

SUBJECT: Adoption of a Resolution Authorizing the Execution of a Grant Agreement with Firehouse Subs Public Safety Foundation Grant, Acceptance of Grant Funds in the Amount of $14,928.55, and Amending the Fiscal Year 2026-27 Budget by Appropriating Funds Towards the Burbank Fire Department's Wildland Program

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION, ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $14,928.55, AND AMENDING THE FISCAL YEAR 2026-27 BUDGET BY APPROPRIATING FUNDS TOWARDS THE BURBANK FIRE DEPARTMENT'S WILDLAND PROGRAM.

BACKGROUND

The Firehouse Subs Public Safety Foundation (Foundation) is a non-profit organization that provides financial support to first responders, public safety organizations, and military veterans nationwide. Following the aftermath of Hurricane Katrina in 2005, the Foundation was established to support the funding of lifesaving equipment, prevention education, scholarships and continued education, and disaster relief to first responders and public safety organizations, as well as support for military veterans. This grant ensures first responders have the tools needed to respond effectively in emergencies.

DISCUSSION

As Burbank is geographically located in the foothills of the Verdugo Mountains and has a wildland urban interface, approximately 40 percent of the Burbank Fire Department's (BFD) primary response area (or 4,264 acres) falls within moderate, high, or very high Fire Hazard Severity Zones. These zones are designated by the California Department of Forestry and Fire Protection (CAL FIRE) based on fire hazard factors such as topography, ember cast, and vegetation. In 2025, the Fire Hazard Severity Zone maps were updated by CAL FIRE and increased Burbank's zones by 25%. Over 2,800 properties are now designated as very high risk for wildfire and over 1,500 properties are designated as high risk. These zones include highly populated areas, as well as commercial properties that significantly impact local commerce.

Given the unique nature of wildland firefighting, which often includes dry, rugged vegetation, specialized wildland hose packs and loose hose are required to respond effectively. Wildland hose packs are carried by fire suppression personnel for added hoseline to reach higher terrain. Loose wildland hose is laid out for firewatch following a brush fire in case of reignition. The local Bethany Fire in June 2025 spanned the course of three days. Firefighters carried wildland hose up the jagged hillside and successfully stopped the spread of the fire at twenty acres. During the fire, all hose packs were deployed, and loose hose was used for cleanup operations and firewatch in the following days. After demobilization, crews spent time rolling hose, reassembling hose packs, and restocking fire engines for future use. These supplies were also used in July 2026 for the Wildwood Fire and, most recently, the notable Walnut Fire in August 2026. Additionally, the wildland hose packs and loose hose are used for strike team deployments, in which crews respond to local, state, and federal wildfires as part of automatic and mutual aid agreements to assist other agencies with additional resources. In 2025, BFD assisted in ten different state and federal wildfires, including the Eaton Fire and Palisades Fire.

BFD must have adequate supplies to effectively respond to wildfires. With extra wildland hose packs and loose hose, operations will be more efficient, and the Burbank community will be better protected with timely fire suppression. The Firehouse Subs Public Safety Foundation Grant for $14,928.55 will allow BFD to maintain ten hose packs on all ten fire engines (six frontline and four reserve). This grant funding also supports the purchase of six hundred feet of loose wildland hose to store at fire stations for additional inventory.

ENVIRONMENTAL REVIEW

This grant has no potential for resulting in either a direct physical change in the environment, or a reasonable foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirement of the California Environmental Quality Act 9CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

Staff is requesting City Council authority to accept the funds and amend the Fiscal Year 2026-27 Adopted Budget by appropriating $14,928.55 from the revenue account number 001.FD000.48010.1999.25379.00000 (General Fund, Fire Department General, Other Intergovernmental Revenue, Miscellaneous, Q3 2026 FH Subs Grant) to expenditure account 001.FD02A.62300.0000.25379.00000 (General Fund, Fire Suppression, Special Departmental Supplies, Q3 2026 FH Subs Grant).

CONCLUSION

Acceptance of the grant funds provide BFD the opportunity to purchase additional fire suppression equipment that will enhance BFD's operational readiness and effectiveness during wildland incidents.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Firehouse Subs Public Safety Foundation Memorandum of Understanding-Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION, ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $14,928.55, AND AMENDING THE FISCAL YEAR 2026-27 BUDGET BY APPROPRIATING FUNDS TOWARDS THE BURBANK FIRE DEPARTMENT'S WILDLAND PROGRAM

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Firehouse Subs Public Safety Foundation ("Foundation") provides monetary grants to public safety organizations to fund lifesaving equipment, prevention education, scholarships, continued education, and disaster relief to first responders.

B. The Foundation has awarded the Burbank Fire Department a grant in the amount of $14,928.55 ("Grant"). Grant funds will be used to purchase additional wildland hose packs, loose hose, and nozzles. These supplies are essential fire suppression resources to combat wildland incidents.

C. The City must execute a Memorandum of Understanding-Funding Agreement ("Grant Agreement") with the Foundation prior to receiving the Grant funds.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The foregoing recitals are true and correct and are hereby incorporated as if restated therein.

2. City Council hereby approves the execution of the Grant Agreement, and all applicable terms, between the Firehouse Subs Public Safety Foundation and the City of Burbank and accepts the Grant funds in the amount of $14,928.55.

3. The City Manager, or designee, is hereby authorized to execute the Grant Agreement between Firehouse Subs Public Safety Foundation and the City of Burbank, including any future amendments subject to City Attorney approval. Furthermore, the City Manager, or designee is authorized to take all necessary action to effectuate the Grant Agreement and to appropriate the Grant funds.

4. The City's Fiscal Year 2026-27 Annual Budget is amended by appropriating $14,928.55 from revenue account number 001.FD000.48010.1999.25379.00000 (General Fund, Fire Department General, Other Intergovernmental Revenue, Miscellaneous, Q3 2026 FH Subs Grant) to expenditure account number 001.FD02A.62300.0000.25379.00000 (General Fund, Fire Suppression, Special Departmental Supplies, Q3 2026 FH Subs Grant).

5. The Financial Services Director, or designee, is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and revisions to any other portion of the budget document as necessary to reflect and implement the appropriations specified in this resolution.

PASSED and ADOPTED this ____ day of August, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the ___ day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

Firehouse Subs Public Safety Foundation, Inc.

4600 Touchton Road E, Bldg. 100, Ste. 300, Jacksonville, FL 32246

MEMO OF UNDERSTANDING- FUNDING AGREEMENT
July 14, 2026

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.
All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award funding to **City of Burbank, on behalf of Burbank Fire Department, Burbank, CA** for **$14,928.55** to be used toward the direct purchase of **Variety of Hoses & Nozzles.**

City of Burbank, on behalf of Burbank Fire Department Responsibilities

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
2. **Purchase** the equipment on Approved Quote from All-Star Equipment, Inc., dated 7/9/2026.
3. **Confirm Receipt of ACH Transfer** by emailing procurementfoundation@firehousesubs.com
4. **Verify Purchase and Delivery** by providing Firehouse Subs Public Safety Foundation with the following:
    a. All signed and dated packing slips
    b. Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
    c. A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
5. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation.
    a. Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
    b. Return Excess Funds within 30 days of receipt of excess funds invoice to Firehouse Subs Public Safety Foundation, Attention: Foundation Finance, Deerwood North, 4600 Touchton Rd. East, Bldg. 100, Ste. 300, Jacksonville, FL 32246
6. If purchases exceed funding, **City of Burbank, on behalf of Burbank Fire Department** is responsible for the additional amount.

VERY IMPORTANT: Deadline for submitted documentation is December 31, 2026.

Firehouse Subs Public Safety Foundation	Date
City of Burbank, on behalf of Burbank Fire Department Representative (Signature)	Date
City of Burbank, on behalf of Burbank Fire Department Representative Name (Print)	

RESOLUTION NO. 26-29,734

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION, ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $14,928.55, AND AMENDING THE FISCAL YEAR 2026-27 BUDGET BY APPROPRIATING FUNDS TOWARDS THE BURBANK FIRE DEPARTMENT'S WILDLAND PROGRAM

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Firehouse Subs Public Safety Foundation ("Foundation") provides monetary grants to public safety organizations to fund lifesaving equipment, prevention education, scholarships, continued education, and disaster relief to first responders.

B. The Foundation has awarded the Burbank Fire Department a grant in the amount of $14,928.55 ("Grant"). Grant funds will be used to purchase additional wildland hose packs, loose hose, and nozzles. These supplies are essential fire suppression resources to combat wildland incidents.

C. The City must execute a Memorandum of Understanding-Funding Agreement ("Grant Agreement") with the Foundation prior to receiving the Grant funds.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The foregoing recitals are true and correct and are hereby incorporated as if restated therein.

2. City Council hereby approves the execution of the Grant Agreement, and all applicable terms, between the Firehouse Subs Public Safety Foundation and the City of Burbank and accepts the Grant funds in the amount of $14,928.55.

3. The City Manager, or designee, is hereby authorized to execute the Grant Agreement between Firehouse Subs Public Safety Foundation and the City of Burbank, including any future amendments subject to City Attorney approval. Furthermore, the City Manager, or designee is authorized to take all necessary action to effectuate the Grant Agreement and to appropriate the Grant funds.

4. The City's Fiscal Year 2026-27 Annual Budget is amended by appropriating $14,928.55 from revenue account number 001.FD000.48010.1999.25379.00000 (General Fund, Fire Department General, Other Intergovernmental Revenue, Miscellaneous, Q3 2026 FH Subs Grant) to expenditure account number 001.FD02A.62300.0000.25379.00000 (General Fund, Fire Suppression, Special Departmental Supplies, Q3 2026 FH Subs Grant).

5. The Financial Services Director, or designee, is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and revisions to any other portion of the budget document as necessary to reflect and implement the appropriations specified in this resolution.

PASSED and ADOPTED this 25th day of August, 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

By: _s/Ray Johal_____
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the 25th day of August, 2026, by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

STAFF REPORT

POLICE DEPARTMENT

DATE: August 25, 2026

TO: Justin Hess, City Manager

FROM: Rafael Quintero, Chief of Police
VIA: Viviana Garzon, Police Administrator
BY: Nazeli Ekimyan, Administrative Analyst II

SUBJECT: Adoption of a Resolution Authorizing Acceptance of the Department of California Highway Patrol Cannabis Tax Fund Grant for $131,650 and Amending the Fiscal Year 2026-27 Budget by Appropriating Funds

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM AGREEMENT AND ANY FUTURE AMENDMENTS, ACCEPTING $131,650 IN GRANT FUNDS, AND AMENDING THE FISCAL YEAR (FY) 2026-27 BUDGET BY APPROPRIATING FUNDS.

BACKGROUND

In 2016, California voters approved Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act, which established funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations. The Cannabis Tax Fund Grant Program (CTFGP) aims to reduce impaired driving crashes, increase public awareness of the dangers of impaired driving, and enhance the safety of California's roadways. The Burbank Police Department (Department) has been awarded $131,650 in competitive grant funding through the CTFGP.

DISCUSSION

The Department is committed to improving traffic safety within the City by reducing the number of traffic collisions and subsequent injuries and fatalities. A primary collision factor

nationwide is impaired driving, including driving under the influence of alcohol and other drugs such as cannabis. To address this issue, the Department conducts specialized enforcement details, such as driving under the influence (DUI) saturation patrols, to identify and remove impaired drivers from City roadways. These operations also enhance officer visibility, enforce traffic laws, and educate the public about the dangers and consequences of impaired driving. Together, these efforts help deter impaired driving and reduce alcohol and drug-related traffic collisions.

In 2025, the Department made 259 DUI-related arrests. The Department also conducts multiple DUI checkpoints each year at locations with a history of DUI-related collisions and arrests, screening an average of more than 600 vehicles per checkpoint. These highly visible and well-publicized enforcement operations serve as both an effective deterrent and an opportunity to educate the public about impaired driving.

The Department has been awarded a grant from the CHP CTFGP totaling $131,650 to support these ongoing traffic safety initiatives. Grant funds will be allocated as follows:

- $24,130 for the purchase of DUI checkpoint equipment and supplies, including portable canopies, pattern lights, and educational and public outreach materials.
- $69,520 to support DUI checkpoints and specialized DUI/traffic enforcement saturation patrols, including personnel costs. A portion of these funds will also be used to produce and edit public service announcements and support community education and outreach efforts related to impaired driving.
- $38,000 for the purchase of a DUI radar trailer, including radar and electronic display equipment and installation, vehicle outfitting, and department decals. The trailer will be used as a mobile traffic-safety and DUI deterrence tool to increase visibility in areas with speeding or impaired-driving concerns, provide real-time speed feedback to drivers, and support traffic enforcement and public education efforts.

ENVIRONMENTAL REVIEW

Authorizing acceptance of grant funds from the CHP CTFGP has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

The Department has been awarded a total of $131,650 in grant funding. This is a one-

CTFGP grant funds and appropriating $131,650 from revenue account 001.PD000.48010.0000.25389.000000 (General Fund, Police Department, Other Intergovernmental, None, CHP Cannabis Tax Fund Grant) to expenditure account 001.PD01A.62300.0000.25389 (General Fund, Police Department, Special Department Supplies, CHP Cannabis Tax Fund Grant).

CONCLUSION

Approval of the CHP CTFGP grant agreement will enhance the Department's efforts to reduce the impacts of impaired driving through education, enforcement, and prevention initiatives. The grant supports the Department's ongoing commitment to improving traffic safety within the City by reducing collisions, injuries, and fatalities associated with drivers impaired by alcohol and/or controlled substances.

ATTACHMENTS

Attachment 1 – Resolution

Attachment 2 – California Highway Patrol Fiscal Year 2026-27 Cannabis Tax Fund Grant Program Grant Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM AGREEMENT AND ANY FUTURE AMENDMENTS, ACCEPTING $131,650 IN GRANT FUNDS, AND AMENDING THE FISCAL YEAR (FY) 2026-27 BUDGET BY APPROPRIATING FUNDS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. In 2016, California voters approved Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act. This act mandated that the state allocate funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations.

B. The Cannabis Tax Fund Grant Program (CTFGP) aims to reduce impaired driving crashes, increase public awareness of the dangers of impaired driving, and enhance the safety of California's roadways.

C. Funds will be allocated to assist the Department in mitigating the impacts of impaired driving in the city through education, enforcement, and prevention.

D. The grant aligns with the Department’s goal of improving traffic safety within the city by reducing traffic collisions and injuries/fatalities related to drivers under the influence of alcohol and/or controlled substances.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The City accepts the Department of California Highway Patrol Cannabis Tax Fund Grant in the amount of $131,650.

2. The Fiscal Year 2026/27 Cannabis Tax Fund Grant Program Grant Agreement between the California Highway Patrol and the City of Burbank (the Grant Agreement) is hereby approved.

3. The City’s Fiscal Year 2026-27 Annual Budget is amended by appropriating upfront funds for the Police Department to utilize and receive reimbursement from the California Highway Patrol Fiscal Year 2026/27 Cannabis Tax Fund Grant Program in the amount of $131,650 from revenue account 001.PD000.48010.0000.25389.000000 (General Fund, Police Department, Other Intergovernmental, None, CHP Cannabis Tax Fund Grant) to expenditure account 001.PD01A.62300.0000.25389 (General Fund, Police Department, Special Department Supplies, CHP Cannabis Tax Fund Grant).

ATTACHMENT 1

4. The Financial Services Director or her designee is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the appropriations specified in this resolution.

5. The City Manager or his designee is authorized to take any necessary action to effectuate the receiving and appropriating of these grant funds in the event of future amendments to the grant program. The City Manager, or his designee, is also authorized to amend the Grant Agreement, subject to review and approval as to form by the City Attorney's Office, to accept supplemental contingency funding that may be allocated to the City of Burbank by the City of Los Angeles.

PASSED and ADOPTED this ____ day of August, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Jina Oh
Chief Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the ___ day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

Attachment 2 **Award Number 30898**

1. GRANT TITLE
FY26/27 CTFGP Law Enforcement - Burbank Police Department

2. NAME OF ORGANIZATION/AGENCY
Burbank Police Depatment

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Burbank Police Department Traffic Bureau

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2026 To: 06/30/2027

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.
The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $131,650.00

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Rafael Quintero
Title: Chief of Police
Phone: (818) 238-3200

Address: 200 North Third Street
Burbank, CA 91502

E-Mail: rquintero@burbankca.gov

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Elliotte Johnson Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ElJohnson@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Viviana Garzon
Title: Police Administrator
Phone: (818) 238-3200

Address: 200 North Third Street
Burbank, CA 91502

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Burbank Police Department

The Grantor determined awards and adjustments based on the Project's merit, operational scale, compliance with the Request for Application (RFA), and program regulations. Certain activities or budget items proposed in Schedule A may have been deemed ineligible for funding. The final, binding list of authorized activities and expenses is set forth in Schedule B - Detailed Budget Estimate.

Project Description

The Burbank Police Department (BPD) is requesting grant funding from the California Cannabis Tax Fund for 16 DUI saturation patrols, 1 DUI checkpoint, 1 traffic safety presentation, 1 public service announcement, and some equipment/resources to conduct impaired driving (under the influence) prevention education/patrols.

Problem Statement

Traffic safety is always a primary concern for the City of Burbank, especially as the daytime population more than doubles to 250,000 from the 103,000 residential population. The Burbank Police Department Traffic Bureau monitors the traffic trends throughout the City and strategically deploys its motor officers to provide police presence and enforcement to high-collision intersections and other areas of concern. The Burbank Police Officers work closely with the community and incorporates their feedback and concerns in our enforcement strategies and educational opportunities to promote safe driving behaviors.

The Burbank Police Department is committed to reducing injuries and deaths in traffic collisions and staffed a specialized enforcement team targeting impaired drivers on weekend nights from January 2022 to August 2025. The team was effective in reducing DUI-related collisions as there was an 11.01% decrease in DUI collisions in Burbank from 2024 to 2025. In 2022, the DUI enforcement team helped our department arrest the highest number of impaired drivers in 2022 which has consistently declined over the past four years: 331 DUI arrests in 2022; 322 DUI arrests in 2023; 282 DUI arrests in 2024; 255 DUI arrests in 2025.

Like most California law enforcement agencies, the Burbank Police Department has experienced staffing issues and had to suspend the DUI enforcement team so that the specialized officers could be reassigned back to our patrol unit. Currently, our department is almost fully staffed with approximately 20 officers in various stages of training who will be deployed within the next year. We plan to use grant funding to hire officers on overtime to target driving under the influence until our department has enough police officers to staff patrol and our specialized DUI enforcement team.

The Burbank Police Department believes in education as the other significant component for traffic safety compliance. The Burbank Police Traffic Bureau provides educational presentations to local organizations, schools, and churches about the dangers of driving under the influence. Historically, the presentations were targeted to young drivers in high school or youth groups at local churches about the dangers of driving under the influence with video footage of real DUI/DUID collisions in Burbank. The presentations include statistics on injuries and death rates and explains legal and financial consequences for convicted impaired drivers. The Traffic Bureau also creates and publishes traffic safety social media content, such as in-house scripted and produced public service announcements with real footage from our officers in the field, on City websites, Nixle, Twitter, Facebook, Instagram and Nextdoor.com to educate the public on traffic safety. Our department finds the video public service announcements reach a wider audience at a much faster rate since social media platforms allow others to reshare/repost our filmed safety campaigns.

Performance Measures/Scope of Work (Proposed Solution)

16 DUI Saturation Patrols (Q1=5, Q2=3, Q3=4, Q4=4): aim to have less than 100 DUI-related collisions.

1 DUI Checkpoint (Q3=1): reduce DUI/DUID by 5% which will reduce the impaired drivers in the community.

1 Educational Presentation (Q4=1): want to engage with the community and educate young drivers on the dangers of driving under the influence and hopefully aim to have less than 100 DUI-related collisions.

1 Educational Video (Q2=1): we will film and edit video content to deter drinking under the influence of alcohol and/or drugs (and highlight our partnership with the CHP Cannabis Tax Fund Grant Program) that can be reposted throughout the years.

Schedule A

1 DUI radar trailer with a changeable message board: (Q1=purchase, Q2=receive & "DUI enforcement" and "Don't Drink and Drive" imaging printed on radar trailer, Q2-4=use to complete DUI checkpoints)

2 lights for DUI checkpoints (Q1=purchase, Q2=receive, Q2-4=use to complete DUI checkpoints): The officers need the lights for visibility on the line to be able to talk to drivers that enter the DUI checkpoint and provide them with our DUI/DUID educational pamphlets.

2 generators for checkpoints (Q1 = purchase, Q2 = receive Q2-4 = use to complete DUI checkpoints and education): We need generators to power our lights and heaters for DUI checkpoints.

2 outdoor space heaters for DUI checkpoints: (Q1 = purchase, Q2 = receive Q2-4 = use to complete DUI checkpoints and education): Officers and civilians would benefit from heaters during DUI checkpoints during the colder months as the DUI checkpoints happen at night and into the early morning hours. The heaters would kept in the seating area where the civilians usually record statistics, such as the number of cars that pass through the checkpoint, time spent in the queue, and officers usually take their break in the seating area.

60 Checkpoint pattern lights (similar to flares): (Q1 = purchase, Q2 = receive Q2-4 = use to complete DUI checkpoints and education): This will direct the cars to be screened during the DUI checkpoint or directed to the secondary line for field sobriety tests.

2 tents (Q1 = purchase, Q2 = receive Q2-4 = use to complete DUI checkpoints and education): Civilians are kept in a seating area where the civilians usually record statistics, such as the number of cars that pass through the checkpoint, time spent in the queue, and officers usually take their break in the seating area.

Project Performance Evaluation

The Burbank Police Department Traffic Bureau will monitor and analyze the DUI saturation patrols and the DUI (for both drugs and alcohol) arrests, standardized field sobriety tests administered, stopped vehicles/contacts made, and citations issued. The BPD Traffic Bureau will compare the statistics from the grant-funded enforcement details to the rest of the patrol unit to demonstrate the effectiveness of targeted enforcement to deter impaired driving in our city and ultimately reduce DUI-related collisions. The data will help us justify our request to permanent staff, and hopefully expand the specialized DUI enforcement team. Comprehensive traffic collision data, in comparison to previous years, are published on our department's website on a monthly and annual basis. Our department reviews the traffic statistics on a weekly basis to identify successes and opportunities for improvement to promote roadway safety.

Our department records separate statistics for each DUI checkpoint, such as the number of vehicles are screened, vehicles are pulled into the secondary line for field sobriety tests, arrests, and citations. As we publish DUI checkpoint results on social media, we measure how many accounts are reached and can gauge the public response by the number of interactions on social media; our agency also tracks the the public engagement for other traffic safety content. At community events and educational presentations, our police officers record the number of attendees, approximate demographics, prominent public figures assess, and the responses from the community, especially in terms of praises and suggestions.

Program Sustainability

The Burbank Police Department is committed to providing education and enforcement regardless of staffing levels and available funding. We are currently in the process of training 20 new officers who will be able to provide the necessary enforcement for our city.

We will continue to attend community events and engage with the public, but this additional funding will allow us resources to create educational resources that can be reused in the future when there are less funding and personnel available. Our department also posts and/or reposts traffic safety campaigns on all social media/web platforms on targeted dates. For instance, we post "don't drink and drive" messages and content during major holidays that promote drinking, such as Christmas, New Years, Cinco de Mayo, and Superbowl Sundays.

Schedule A

Administrative Support

The Burbank Police Department has a Finance Bureau, who processes payroll and expenditures for the department, and administers the Urban Areas Security Initiative (UASI) grants for over ten years. In the past five years, the traffic grants have been administered by the Traffic Lieutenant, Traffic Sergeant, and analyst. Recently, we trained another analyst to assist in managing the traffic grants and will continue to train additional personnel who express interest in grant management.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
30898	Burbank Police Depatment	$131,650.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs		
	DUI Checkpoint Materials & Supplies	$14,530.00
	Pop-Up Tents (Includes Outfitting)	$6,600.00
	Education/Outreach Materials & Supplies	$3,000.00
Category Sub-Total		**$24,130.00**
Personnel		
	Filming and Editing Public Service Announcement	$5,000.00
	DUI Checkpoint	$30,000.00
	Education/Outreach	$2,520.00
	DUI Saturation Patrol	$32,000.00
Category Sub-Total		**$69,520.00**
Equipment		
	DUI Radar Trailer (Includes Outfitting & Decals)	$38,000.00
Category Sub-Total		**$38,000.00**

Grant Total	$131,650.00

Schedule B-1
Budget Narrative

Burbank Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

DUI Checkpoint Materials & Supplies

$14,530.00

Pattern Lights

Instead of using flares during our checkpoint, we would like to use pattern lights to direct vehicles through the checkpoint. [10 sets * 6 pattern lights/set * $23/light]

Generator

We need a generator to power our radar trailer with changeable message sign for our DUI checkpoints. We also need another generator to power the lights so that the officers can safely screen vehicles that pass through the checkpoint. [2 generators * $1,400/generator]

Space Heaters

Our DUI checkpoints end early in the morning and during the cold months, the officers on break and civilians who record the stats and collect data need heaters in the seating area. [2 space heaters * $575 each]

Tower Light/Charger

2 Milwaukee MX Fuel Rocket Tower Light Chargers to provide lighting and visibility to our officers who will be screening vehicles passing through the DUI checkpoints. [2 light towers * $4,600/each light tower]

Pop-Up Tents (Includes Outfitting)

$6,600.00

We need tents during our checkpoint for our officers to rest and our civilians to collect data; tents provide visibility to drivers so they do not collide with the personnel. Tents also provide additional shelter/protection from weather conditions. When not in use during the checkpoints, we can use the tent when we attend outdoor community events like National Night Out or Police and Fire Day. [2 tents * $2,300 each tent]
Our tents will need proper branding with Burbank Police Department logos.

Education/Outreach Materials & Supplies

$3,000.00

We will need to print impaired driving pamphlets to distribute at our checkpoints, educational presentations, and community events.

Quantity: 9000 educational pamphlets
Unit cost: $300 + $30(taxes)/1000 double-sided 8.5"X11" pamphlets
Total cost: $3000
Correlating CTFGP activity: DUI checkpoints, DUI saturation patrols, and educational presentation. (Officers will distribute to the public during these project activities.)
9,000 pamphlets * $330 per 1,000 pamphlets = $2,970 (rounded up to $3,000)

Schedule B-1
Budget Narrative

Burbank Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Personnel

DUI Checkpoint
$30,000.00
We generally need at least 20 officers to work the DUI checkpoint, which is normally six hours; all the officers attend briefing and help set up the checkpoint for at least 2.5 hours and another hour to take down the checkpoint. The past few DUI checkpoints that we've conducted have been around $27,000, but we had a handful of cars that needed to be pulled to the secondary line for field sobriety tests to be administered, and we were left with only a couple of officers to screen vehicles through the checkpoint. [20 officers * 9.67 hours each * $155 average hourly rate]. The average rate is based on the expected FY26/27 fee scheduled or billed officers.

DUI Saturation Patrol
$32,000.00
16 DUI/DUID Saturation Patrols = $2,000 each [2 police officers * $125/hour * 8 hours = $2,000 per patrol]

Education/Outreach
$2,520.00
1 Traffic Educational Presentation = $2,520 [3 officers * $140/hour * 6 hours]

Filming and Editing Public Service Announcement
$5,000.00
Our department finds social media content and engaging videos with safety campaigns the most effective with our community who have been highly dependent on social media. Our goal is to create, film, and edit videos promoting our anti-impaired driving campaigns. We would love to advertise our partnership with the CHP Cannabis Tax Fund Grant Program to combat drivers under the influence. We were approximating 32 hours to be divided between our police officers, who are usually hired on 4-hour minimums to film and edit video footage. Please see links below to previous examples: https://www.youtube.com/watch?v=h5O_I7dPaCU
https://www.instagram.com/reel/DN9UQ6fjEfQ/

Classifications working project activity: Motor officers, officers
Rate of pay for each classification working project activity: Motor officers and/or officers will be hired on an overtime basis to be filmed to create content for the Public Service Announcement. OT rates for motor officers are paid within the range of $104-$127/hour, and OT rates for officers can range from $93-$117/hour. Please note that all police personnel regular rates are expected to increase by 5% due to their contract and annual raises.
Number of hours for each classification working project activity: 1 motor officer will spend 8 hours to edit the PSA, 4 motor officers can be hired for 6 hours each to be filmed for PSA content, and 1 motor officer hired to film the other officers.
Rates do not include benefits.

Schedule B-1
Budget Narrative

Burbank Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Equipment

DUI Radar Trailer (Includes Outfitting & Decals)
$38,000.00
The radar message sign with trailer will be deployed during our DUI checkpoints. We are able to type custom messages to alert drivers to the checkpoint ahead and display "don't drink/use drugs and drive" messages. The total cost of the Radar Message Sign (RMS) base unit and ALPR-ready trailer will be $32,000.

Unit Cost: SpeedAlert 24 Radar Message Sign (RMS) base unit $10,000 + Traffic Suite (12mo) Application, equipment management, reporting, image management, alerts, mapping, and premier care $1,500 + ATS-5 380 ALPR-ready trailer, charger, solar controller, 900Ah batteries, and 380 W solar hrns, power cord, iA w/ quick connects for trailer $16,000 + 16 ft USB cable $40 + Violator strobe $850 + shipping and handling $1800 + sales taxes $2500.
Total Cost: $32650 (but the vendor has agreed to give us a discount). We have included a quote from January 2026, so we expect prices to go up as well.

The message board will need a traffic suite package ($2,000) with image management, alerts, mapping, power cords ($100), cables ($100), and red and blue violator strobe ($1,200), and "DUI enforcement" and "Don't drink/use drugs and drive" messages on the back of the sign board and on the trailer $2,500). We are also accounting for LA County sales taxes that are increasing.

RESOLUTION NO. 26-29,735

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM AGREEMENT AND ANY FUTURE AMENDMENTS, ACCEPTING $131,650 IN GRANT FUNDS, AND AMENDING THE FISCAL YEAR (FY) 2026-27 BUDGET BY APPROPRIATING FUNDS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. In 2016, California voters approved Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act. This act mandated that the state allocate funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations.

B. The Cannabis Tax Fund Grant Program (CTFGP) aims to reduce impaired driving crashes, increase public awareness of the dangers of impaired driving, and enhance the safety of California's roadways.

C. Funds will be allocated to assist the Department in mitigating the impacts of impaired driving in the city through education, enforcement, and prevention.

D. The grant aligns with the Department’s goal of improving traffic safety within the city by reducing traffic collisions and injuries/fatalities related to drivers under the influence of alcohol and/or controlled substances.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The City accepts the Department of California Highway Patrol Cannabis Tax Fund Grant in the amount of $131,650.

2. The Fiscal Year 2026/27 Cannabis Tax Fund Grant Program Grant Agreement between the California Highway Patrol and the City of Burbank (the Grant Agreement) is hereby approved.

3. The City’s Fiscal Year 2026-27 Annual Budget is amended by appropriating upfront funds for the Police Department to utilize and receive reimbursement from the California Highway Patrol Fiscal Year 2026/27 Cannabis Tax Fund Grant Program in the amount of $131,650 from revenue account 001.PD000.48010.0000.25389.000000 (General Fund, Police Department, Other Intergovernmental, None, CHP Cannabis Tax Fund Grant) to expenditure account 001.PD01A.62300.0000.25389 (General Fund, Police Department, Special Department Supplies, CHP Cannabis Tax Fund Grant).

4. The Financial Services Director or her designee is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the appropriations specified in this resolution.

5. The City Manager or his designee is authorized to take any necessary action to effectuate the receiving and appropriating of these grant funds in the event of future amendments to the grant program. The City Manager, or his designee, is also authorized to amend the Grant Agreement, subject to review and approval as to form by the City Attorney's Office, to accept supplemental contingency funding that may be allocated to the City of Burbank by the City of Los Angeles.

PASSED and ADOPTED this 25th day of August, 2026.

s/Tamala Takahashi
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Jina Oh
Jina Oh
Chief Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the 25th day of August, 2026, by the following vote:

AYES: Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

ABSTAIN: Anthony.

s/Kimberley Clark
Kimberley Clark, City Clerk

STAFF REPORT

WATER AND POWER

DATE: August 25, 2026

TO: Justin Hess, City Manager

FROM: Mandip Kaur Samra, General Manager, Burbank Water and Power
VIA: Drew Johnstone, Sustainability Officer
BY: Rodney Hupalo, Marketing Associate

SUBJECT: Adoption of a Resolution Enabling Property Assessed Clean Energy Financing Options for Eligible Energy Efficiency, Renewable Energy, Water Conservation, and Seismic Improvements

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS; AUTHORIZING THE CSCDA TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS (Attachment 1).

BACKGROUND

State law authorizes contract assessment districts in charter and general law cities to provide financing for renewable energy, energy efficiency, and water conservation improvements to qualified property owners (among other measures with a communal sustainability or resiliency benefit). A property owner voluntarily enters into a contractual agreement with one of the Joint Power Authority (JPA) assessment districts in which they reside to access financing by securing a lien on their property and repaying it as a special tax or assessment on their property tax bill. This financing mechanism is referred to as PACE. PACE assessments are repaid by the property owner through the property tax bill and may increase escrow or impound payments. Depending on lender requirements, the

outstanding assessment balance may need to be paid off at the time of sale or refinancing.

PACE financing can be set up and administered under Assembly Bill (AB) 811 (2008), which allows qualifying upgrades to be financed through an assessment district. Subsequent legislation expanded projects eligible for financing to include water efficiency improvements, electric vehicle charging stations, seismic improvements, and wildfire resiliency. Additional legislation further expanded AB 811 and provided for additional consumer protections:

AB 2693 (2016) enhanced disclosures to homeowners participating in PACE programs and guarantees the right to cancel PACE financing within three business days of execution. AB 2693 also prohibits marketing promises of monetary or percentage representations of increased value to a property owner regarding the effect the financed improvements will have on the market value of the property unless the market value is estimated using one of the specified methods.

Senate Bill (SB) 242 (2017) requires a recorded telephone call to residential consumers to confirm key terms of the agreement. This call and contractual documents must be available in one of five enumerated non-English languages as necessary. SB 242 also prohibits kickbacks to contractors for steering consumers into a particular program and any misrepresentation as to the tax deductibility of a PACE assessment contract. PACE providers are prevented from disclosing to contractors the amount of funds the property is eligible for under a PACE assessment under this law.

AB 1284 (2017) established state oversight for California's PACE program (through the regulator – California Department of Financial Protection and Innovation) and requires PACE administrators that are not local governments to obtain a license under California Financing Law. They are also held accountable for screening, training, and monitoring the contractors and sales reps enrolled in their programs. Lastly, PACE providers have to determine a consumer's ability to repay, including income verification, before entering into a PACE assessment.

SB 465 (2018) allows for fire resiliency measures to be financed under enabling PACE legislation.

AB 1551 (2020) prohibits penalties for early prepayment, prohibits PACE financing with reverse mortgages, and requires financing documents to be provided to the homeowner as a printed copy unless the homeowner opts out.

AB 2471 (2020) extends the right to cancel on all home improvement contracts, including PACE, for persons 65 years and older from three to five days.

AB 790 (2021) extends laws regulating unfair methods of competition and unfair or deceptive acts or practices with regard to the home solicitation of senior citizens for home improvements funded by PACE.

California Department of Financial Protection and Innovation Regulations (2021) further regulated the PACE Administrator license and application process, advertising standards and standardized disclosures, complaints processes and procedures, dishonest dealings and misleading statements, and PACE enrollment standards and processes.

DISCUSSION

The City of Burbank (City) is a member of CSCDA, a statewide JPA sponsored by the California State Association of Counties and the League of California Cities. CSCDA has established two Open PACE Programs: the CaliforniaFIRST Program and the CSCDA Open PACE Program. Some of the more than 80 eligible improvements under the Programs may include energy-efficient heating, air-conditioning, heat-pump systems, solar systems, battery storage systems, electric vehicle charging infrastructure, indoor and outdoor water conservation, roofing, insulation, and windows, sewer laterals, seismic strengthening, and wildfire resiliency improvements.

To provide Burbank property owners with access to PACE financing options, the Burbank City Council (Council) is asked to admit licensed PACE providers by adopting a resolution approving the CSCDA Open PACE Programs to operate in the City. The proposed Resolution would allow property owners in the City to access PACE financing options for these and other PACE-eligible property improvements.

The PACE Program is not a Burbank Water and Power (BWP) program and will not be administered by BWP or other City staff. Program administration, including property owner applications, financing arrangements, contractual assessments, and related administrative responsibilities, will be handled by CSCDA and its authorized PACE program administrators.

PACE offers an alternative to traditional means of financing property improvements, such as paying cash, taking a home equity line of credit (HELOC), or using credit cards. PACE financing eligibility is primarily based on property equity and the applicant's ability to pay, rather than the applicant's creditworthiness. PACE financing has fixed-term interest rates with terms generally longer than those of other private and/or unsecured loans, but equal to the average useful life of the improvement being undertaken. Some other advantages of PACE financing include 100% financing for eligible improvements and the reliability of pre-approved, vetted, trained, and strictly monitored contractors. Participation in PACE financing is voluntary.

CSCDA (and not the City) will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the improvements, and taking remedial actions in the event of delinquent assessment payments. The proposed Resolution expressly provides that the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE.

Enabling the PACE availability within the City by approving licensed program administrators to operate within Burbank will create a competitive marketplace that provides a variety of financing options with more favorable terms to home and business owners. Doing so may also incentivize more property owners to undertake improvements, resulting in the creation of more renewable energy and local jobs, a reduction in energy use, greenhouse gas emissions, and water consumption, among other improvement categories.

Staff has identified approximately 49 Los Angeles County cities that have joined CSCDA's Open-PACE Programs, including: Agoura Hills, Alhambra, Arcadia, Baldwin Park, Bell, Claremont, Commerce, Covina, Cudahy, Duarte, El Monte, Gardena, Glendale, Glendora, Inglewood, La Canada Flintridge, La Puente, La Verne, Lancaster, Long Beach, Los Angeles, Lynwood, Montebello, Monterey Park, Norwalk, Pasadena, Palmdale, Paramount, Redondo Beach, Santa Fe Springs, Santa Monica, Torrance, Walnut, West Covina, and West Hollywood.

ENVIRONMENTAL REVIEW

Adoption of the proposed Resolution and opting into the CSCDA Open PACE Programs is not a "project" under the California Environmental Quality Act, because the action constitutes a government funding mechanism and does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

FISCAL IMPACT

There are no fiscal impacts associated with the recommended actions. There is no cost to the City to opt into the Programs described in this report. BWP and other City staff will not administer the PACE Programs. All administrative costs are intrinsic to the program and included in participating property owners' voluntary contractual assessments. The City will have no administrative, marketing, or financial responsibilities associated with this program, supporting the Council's strategic goal of maintaining fiscal responsibility.

CONCLUSION

The proposed Resolution would authorize participation in the CSCDA Open PACE Programs, expanding access to voluntary financing opportunities for residential and commercial property owners seeking to complete energy efficiency, electrification, renewable energy, water conservation, resiliency, and related building improvements. Participation by individual property owners in the program is entirely voluntary, with all financing, administration, underwriting, contractor oversight, and assessment management conducted by CSCDA and participating program administrators. The proposed action would not create a financial obligation or ongoing administrative burden for the City.

By increasing access to financing for clean energy, building electrification, and water conservation improvements, the proposed program supports the Council's sustainability and resiliency objectives and advances implementation of the City's Greenhouse Gas Reduction Plan ("GGRP"). These include Building Energy Strategy BE-1.2a, which encourages innovative retrofit packages and financing of energy efficiency and electrification upgrades in existing buildings, and Strategy BE-1.2c, which supports equitable access to efficiency programs and finding ways to overcome procedural hurdles, including credit checks. Adoption of the Resolution would provide an additional tool to assist property owners in investing in energy-saving and greenhouse gas-reducing improvements that support the City's long-term environmental and climate goals.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – PACE Slide Deck Presentation

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS; AUTHORIZING THE CSCDA TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The CSCDA (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Burbank (the "City").

B. Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") authorizes the Authority to establish voluntary contractual assessment programs to finance or refinance renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments within counties and cities throughout the State of California that consent to the participation of properties within their respective territories and the issuance of bonds from time to time.

C. For the purpose of providing financing and refinancing for the Improvements, the Authority has established two CSCDA Open PACE Programs (the "Programs"): (i) the CaliforniaFIRST Program and (ii) the CSCDA Open PACE Program.

D. The Authority has designated multiple third-party program administrators to administer the Programs; the current program administrators are the Counterpointe Energy Solutions (CA) II LLC, PACE Funding Group LLC dba Home Run Financing, Renew Financial Group LLC, Fortifi, Nuveen Green Capital, White Oak Advisors, Stonehill PACE, LLC, Lord Cap PACE, Green PACE Capital, PACE Loan Group and Petros PACE Finance, Castle Green Finance, Bayview PACE, Green Rock Healthcare Capital, Citizens Business Bank and the Authority will notify the City of any additions or changes.

E. The Authority may also administer certain projects itself, working directly with third-party capital providers.

F. Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied.

G. The City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within the City and to issue bonds to finance or refinance Improvements.

H. The territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries.

I. The Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs.

J. The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. This City Council hereby finds and declares that properties in the City will benefit from the availability of the Program and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the City and the issuance of bonds to finance or refinance Improvements, provided that;

a. The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

b. The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Council from time

to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Business Development Concierge.

4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because this action constitutes a government funding mechanism and does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

7. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED and ADOPTED this ___ day of August, 2026.

_____
Tamala Takahashi
Mayor

Attest:

Approved as to Form:
Office of the City Attorney

_____
Kimberley Clark, City Clerk

By: _____
Lisa Kurihara
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the ___ day of August, 2026 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

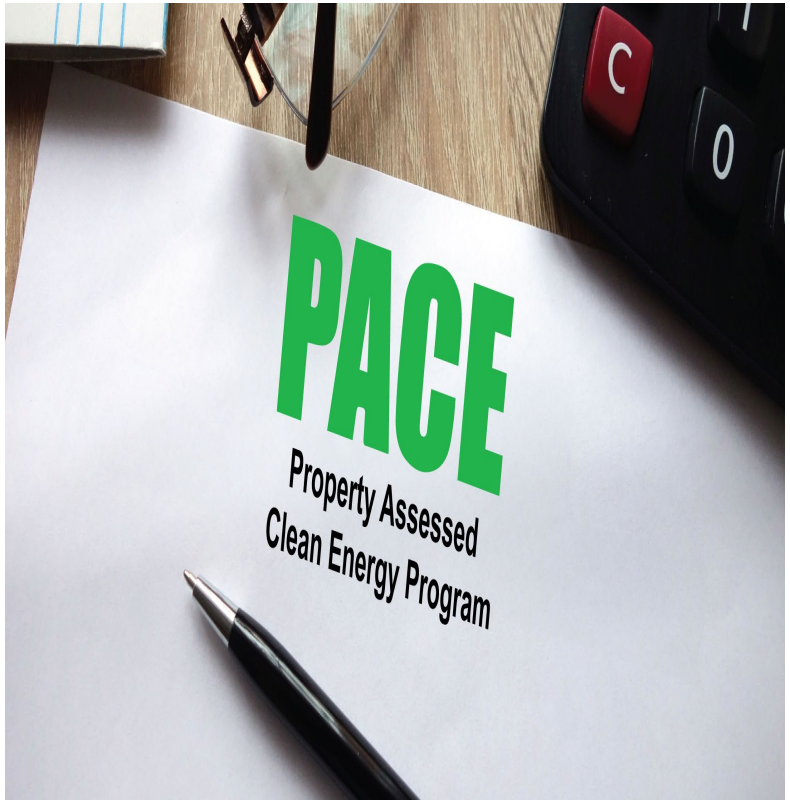
CSCDA
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

CSCDA Open PACE Program Overview

Property Assessed Clean Energy (PACE) for Residential and Commercial Properties in California



What is PACE?



- Property Assessed Clean Energy (PACE) is a financing mechanism that allows property owners to fund energy efficiency, renewable energy, and water conservation improvements.
- The cost is repaid through a voluntary assessment added to the property tax bill, spreading costs over 5 to 30 years.
- California pioneered PACE in 2008 and remains the nation’s largest and most active PACE market, serving both residential and commercial properties.

The PACE Journey: Four Eras

01

2008: Origins

Governor Schwarzenegger signed AB 811, authorizing cities and counties to create PACE programs. Property owners could finance renewable energy and efficiency improvements through property tax assessments.

- AB 811 signed into law
- Cities and counties opt in
- First PACE programs launch

02

2010–2014: Growth

SB 96 created a $10 million loss reserve fund. AB 2597 increased PACE loan limits to 15% of property value.

- $10M loss reserve (SB 96)
- Loan cap raised (AB 2597)

03

2016–2018: Reform

AB 2693 introduced consumer disclosures and a three-day cancellation right. AB 1284 and SB 242 established licensing, ability-to-pay reviews, and oral confirmation requirements.

- Consumer disclosures added
- Ability-to-pay required
- Oral confirmations mandated

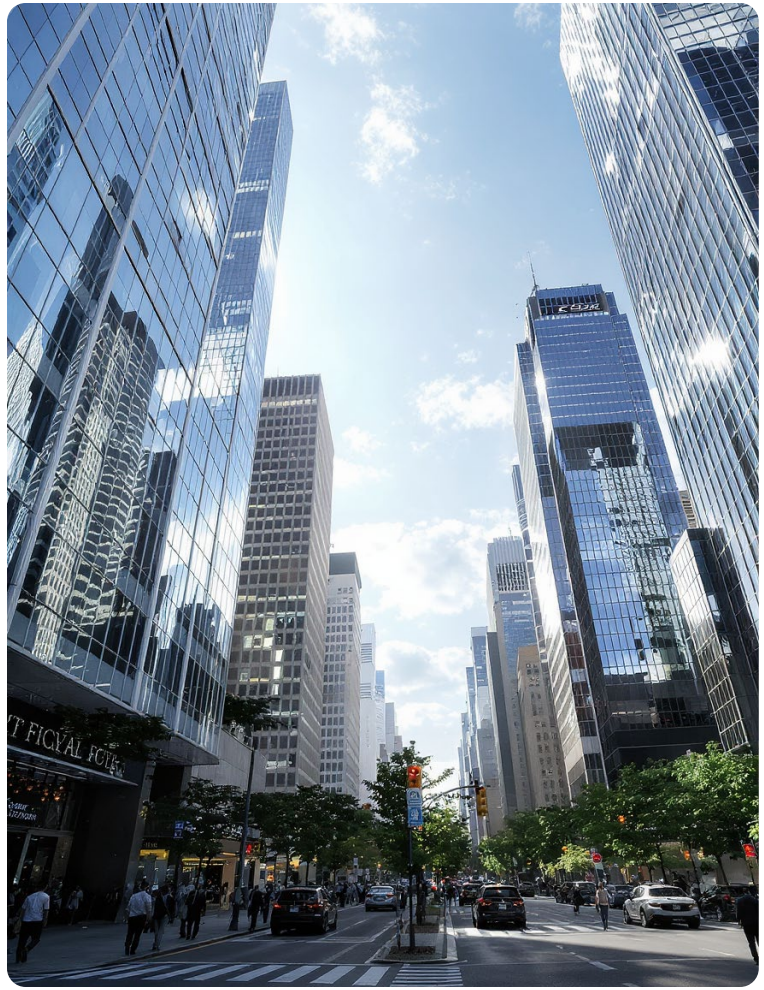
04

2019–Present: Oversight

The Department of Financial Protection and Innovation began licensing and overseeing PACE program administrators, establishing California as the national model for PACE regulation.

- DFPI licensing begins
- Regulatory examinations
- Ongoing enforcement

Funding Model and Program Growth



Growth Milestones

- 2008: First PACE programs launched following AB 811 passage.
- 2013: $10 million state loss reserve fund established via SB 96.
- 2017: Over 150,000 California homeowners had used PACE financing.
- 2019: DFPI began licensing program administrators statewide.
- Today: Over $3.4 billion financed across residential and commercial PACE in California.

How PACE is Funded

- Private capital investors provide primary funding for PACE projects through bond issuances by local government agencies.
- Property owners repay through fixed-rate assessments on their tax bills over terms up to 30 years.
- An origination fee covers administrative and underwriting costs, with no prepayment penalties for residential PACE.
- Financing is secured by a property tax lien, giving PACE assessments priority status.

Overview of CSCDA Open PACE



- Open PACE is CSCDA's program enabling residential and commercial property owners to fund renewable energy, energy efficiency upgrades and seismic upgrades.
- Open PACE is the largest residential and commercial PACE program in the country by number of transactions and total amount financed.
- The program allows upfront financing for improvements like solar panels, water conservation, and HVAC upgrades.
- Repayment is made through a voluntary assessment added to the property tax bill, spreading costs over time.

How PACE Works

01

Application & Approval

Owners submit project details and cost estimates. The program verifies eligibility and approves qualified projects based on criteria.

- Application submission
- Eligibility check
- Project approval

02

Funding & Contracting

Funds are provided upfront to cover project costs. A contract outlines financing terms and repayment obligations.

- Funding disbursement
- Financing agreement
- Contract signing

03

Project Installation

Owners install approved upgrades using funds, ensuring compliance with program standards and local codes.

- Installation of upgrades
- Standards compliance
- Inspection & certification

04

Repayment via Tax Bill

Repayment is made through an added charge on the property tax bill, spreading costs over 5-30 years and transferring to new owners if sold.

- Repayment schedule
- Tax assessment
- Payment management

Benefits of the Open PACE Program

01

Energy Cost Savings

Property owners can reduce their utility bills by financing energy-efficient upgrades such as solar panels, HVAC improvements, and insulation through the Open PACE program.

02

Increased Property Value

Homes and commercial buildings with clean energy and efficiency improvements often see higher market value and increased buyer interest.

03

Accessible Financing

The program offers lower-cost, long-term financing repaid through property tax assessments, making clean energy improvements affordable without upfront costs.

04

Environmental Impact

By supporting renewable energy and efficiency projects, the program helps reduce carbon emissions and promotes sustainable communities across California.

Eligible Properties and Improvements



Residential Property Eligibility

Single-family homes, condominiums, and multi-family properties up to 4 units qualify. Properties must be located in a city or county that has opted into the Open PACE program via a resolution by the elected body.

Commercial Property Eligibility

Eligible commercial properties include office buildings, retail centers, industrial facilities, and agricultural properties. Properties must be located in a city or county that has opted into the Open PACE program via a resolution by the elected body.

Eligible Improvements

Qualifying projects include solar photovoltaic systems, energy-efficient HVAC upgrades, water conservation measures, insulation improvements, energy efficient lighting, electric vehicle charging stations.

Funding Sources and Program Costs



Funding Sources

- Private capital investors provide the primary funding for PACE projects.
- Bonds are issued by CSCDA.
- Financing is secured by a property tax assessment.
- Capital partners include banks, institutional investors, and specialty finance firms.
- Open PACE has 13 commercial PACE capital providers and 3 residential PACE capital providers.

Program Costs and Fees

- An origination fee is charged to cover administrative and underwriting costs.
- Interest rates are fixed and competitive, based on market conditions.
- Repayment is made through property tax bills over terms up to 30 years.
- No prepayment penalties, allowing early payoff without extra fees for residential PACE.
- Commercial PACE allows prepayment penalties to be negotiated.

Consumer Protections for Residential PACE

Residential property owners in California using Open PACE financing benefit from strong consumer protection measures designed to ensure fair, transparent, and secure transactions.

Challenges in Residential PACE Financing

Residential customers faced concerns about understanding financing terms, risks of property tax assessments, and ensuring projects meet safety and quality standards. Without protections, homeowners risk unexpected costs or disputes.

Robust Consumer Protection Measures

Once the subject of debate, PACE in California has operated under the strict regulatory oversight of the California Department of Financial Protection & Innovation (DFPI), the state's consumer watchdog agency, for the past six years. Today, PACE is widely recognized as offering some of the strongest consumer protections in the home-improvement financing industry nationwide.

Positive Outcomes for Homeowners

- Increased homeowner confidence in financing clean energy upgrades
- Reduced risk of financial surprises through transparent terms
- Enhanced project quality via inspections and compliance checks
- Greater accessibility to sustainable home improvements



nuveen
GREEN CAPITAL

Home Run
Financing

PLG
PACE LOAN GROUP

CaliforniaFIRST
ENERGY SAVING FINANCING

Open PACE – By the Numbers

- 376 city and county participants
- <u>Residential PACE</u>
  - Total Homes: 52,145
  - Total Financed: $1.6B
- <u>Commercial PACE</u>
  - Total Buildings: 123
  - Total Financed: $1.8B



Commercial PACE Case Study

- The Child Abuse Prevention Center in Sacramento County, CA utilized commercial PACE financing to upgrade HVAC and lighting systems.
- Total project cost was $277,096 with $115,359 in rebates, reducing net PACE financing to $161,737, requiring no upfront investment.
- Projected annual energy savings of 35% translate into $12,000 cost savings per year for the property owner.
- The simple payback period for the investment is estimated at 12 years, supported by long-term, fixed-rate financing.
- This case demonstrates how commercial PACE financing supports property owners in achieving sustainability goals without impacting cash flow.

RESOLUTION NO. 26-29,736

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS; AUTHORIZING THE CSCDA TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVYCONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The CSCDA (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Burbank (the "City").

B. Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") authorizes the Authority to establish voluntary contractual assessment programs to finance or refinance renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments within counties and cities throughout the State of California that consent to the participation of properties within their respective territories and the issuance of bonds from time to time.

C. For the purpose of providing financing and refinancing for the Improvements, the Authority has established two CSCDA Open PACE Programs (the "Programs"): (i) the CaliforniaFIRST Program and (ii) the CSCDA Open PACE Program.

D. The Authority has designated multiple third-party program administrators to administer the Programs; the current program administrators are the Counterpointe Energy Solutions (CA) II LLC, PACE Funding Group LLC dba Home Run Financing, Renew Financial Group LLC, Fortifi, Nuveen Green Capital, White Oak Advisors, Stonehill PACE, LLC, Lord Cap PACE, Green PACE Capital, PACE Loan Group and Petros PACE Finance, Castle Green Finance, Bayview PACE, Green Rock Healthcare Capital, Citizens Business Bank and the Authority will notify the City of any additions or changes.

E. The Authority may also administer certain projects itself, working directly with third-party capital providers.

F. Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied.

G. The City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within the City and to issue bonds to finance or refinance Improvements.

H. The territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries.

I. The Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs.

J. The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. This City Council hereby finds and declares that properties in the City will benefit from the availability of the Program and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the City and the issuance of bonds to finance or refinance Improvements, provided that;

a. The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

b. The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Council from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Business Development Concierge.

4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because this action constitutes a government funding mechanism and does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

7. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED and ADOPTED this 25th day of August, 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

By: _s/Lisa Kurihara_____
Lisa Kurihara
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the 25th day of August, 2026 by the following vote:

AYES: Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

ABSTAIN: Anthony.

s/Kimberley Clark
Kimberley Clark, City Clerk

STAFF REPORT

WATER AND POWER

DATE: August 25, 2026

TO: Justin Hess, City Manager

FROM: Mandip Kaur Samra, General Manager, Burbank Water and Power
VIA: Richard Wilson, Assistant General Manager, Water Systems
BY: Asif Sheikh, Manager Water Engineering & Planning
Melissa Hourany, Senior Administrative Analyst *Melissa Hourany*

SUBJECT: Approval of a Joint Powers Agreement Establishing the Southern California Regional Water Authority and Authorizing the Burbank Water and Power General Manager to Designate a Governing Board Representative

RECOMMENDATION

Approve the Joint Powers Agreement (Agreement) establishing the Southern California Regional Water Authority (Authority) and authorizing the Burbank Water and Power (BWP) General Manager, as the City Manager's designee, to execute the Agreement and any ancillary documents necessary to implement the Agreement, including minor amendments, in a form acceptable to the City Attorney's Office and authorizing the BWP General Manager to appoint a Governing Board Representative to serve on the board of the newly formed Authority.

BACKGROUND

Water agencies across California face growing challenges in delivering safe, affordable, and reliable water service due to climate change, including increasingly unpredictable hydrologic conditions, prolonged and intense drought, hotter and drier weather, declining snowpack, sea level rise, and more extreme wildfires. These challenges underscore the importance of regional water management strategies that provide multi-agency benefits and economies of scale that individual agencies cannot easily achieve on their own.

Regional strategies for ensuring agencies can deliver reliable water service may include joint planning, emergency preparedness, water use efficiency and conservation, system

interconnections, water exchanges, groundwater storage and banking, and development of local supplies such as stormwater capture, water recycling, brackish groundwater desalting, and seawater desalination.

Under the Joint Exercise of Powers Act (Gov. Code § 6500 et seq.), public agencies may form a joint powers authority to exercise powers common to the member agencies. Such an authority can pool resources, share risks, and implement complex projects more efficiently. While a joint powers authority operates as an independent public entity, it is typically governed by representatives from its member agencies.

DISCUSSION

BWP and seven partner public water agencies propose forming the Southern California Regional Water Authority. This Authority would provide a framework for collaboration on regional water management strategies that offer shared benefits and efficiencies. Member Agencies would have the flexibility to participate in specific projects in accordance with the Authority's proposed bylaws.

The eight proposed Member Agencies collectively serve more than six million people:

1. Burbank Water and Power
2. Calleguas Municipal Water District
3. Las Virgenes Municipal Water District
4. Los Angeles County Waterworks District No. 29, Malibu
5. Los Angeles Department of Water and Power
6. Santa Clarita Valley Water Agency
7. Upper San Gabriel Valley Municipal Water District
8. West Basin Municipal Water District

The Authority would be governed by a board composed of one representative from each Member Agency. Staff recommends that the City Council (Council) authorize the BWP General Manager to appoint such representative. Initially, the BWP General Manager would serve as Burbank's representative on the governing board with an Assistant General Manager as the first alternate and the Senior Manager – BWP Water Systems as the second alternate. The length of the term has not yet been determined, as the bylaws have not been drafted and will need to be approved by the Authority board. The Authority board would also appoint one Member Agency to serve as the Authority's Administering Agent that would be responsible for day-to-day operations.

In August 2023, the Las Virgenes Municipal Water District entered into a Memorandum of Understanding (MOU) with OceanWell to advance submerged reverse osmosis (SRO), an innovative seawater desalination technology designed to address environmental concerns associated with traditional coastal desalination. The MOU outlines a potential

commercial-scale SRO project in Santa Monica Bay, Water Farm No. 1, which could diversify regional water supplies.

Seven of the eight prospective Member Agencies, excluding West Basin Municipal Water District, are already collaborating on Water Farm No. 1. The project's scale and multi-jurisdictional nature require a governance structure capable of supporting shared decision-making, improving efficiency, maximizing grant funding opportunities, and ensuring broad regional benefits. The Authority is proposed as the vehicle through which this and other regional water projects may be studied and potentially implemented.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

Forming and joining the Authority is not expected to have a significant financial impact, as the associated fees will be determined through the establishment of the bylaws set by the Authority Board, and are estimated to be less than $5,000 for minor administrative costs that will be shared among the Member Agencies and are included in the Fiscal Year 2026–27 Adopted Budget.

CONCLUSION

Staff recommends approval of the Agreement establishing the Authority and authorizing the BWP General Manager to execute the Agreement and related documents and amendments, subject to approval by the City Attorney's Office, and authorization of the BWP General Manager to designate a Governing Board Representative to serve on the board of the newly formed Joint Powers Authority. Establishing the Authority will facilitate multi-agency collaboration needed to address increasing regional water supply challenges and will support implementation of strategies that provide shared benefits and economies of scale.

ATTACHMENT

Attachment 1 – Joint Powers Agreement

JOINT POWERS AGREEMENT

SOUTHERN CALIFORNIA REGIONAL WATER AUTHORITY

This JOINT POWERS AGREEMENT (as may be amended, restated or otherwise modified from time-to-time, this "Agreement") made in accordance with Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500), as amended and supplemented from time-to-time (the "Act"), dated as of _____, is entered into by Calleguas Municipal Water District ("Calleguas"); the City of Burbank ("Burbank"); the City of Los Angeles ("Los Angeles"), acting by and through the Department of Water and Power; Crescenta Valley Water District ("CVWD"); Las Virgenes Municipal Water District ("LVMWD"); Los Angeles County Waterworks District No. 29, Malibu ("District No. 29"); Santa Clarita Valley Water Agency ("SCVWA"), Upper San Gabriel Valley Municipal Water District ("Upper Water"), and West Basin Municipal Water District (West Basin).

WITNESSETH:

WHEREAS, the Act provides that two or more public agencies by agreement may jointly exercise any power common to the contracting parties; that the agreement may provide for the creation of an entity which is separate from the parties to the agreement and responsible for the administration of the agreement; and, that the entity so created is also authorized to exercise the powers granted to it under the Act; and

WHEREAS, each of the parties to this Agreement is empowered by law to undertake projects for the use or benefit of public water and wastewater agencies, including, but not limited to, facilities for the production, storage, transmission, or treatment of water or wastewater, including facilities to remove hazardous substances, pollutants, or contaminants from that water; and

WHEREAS, the Authority can provide publicly owned utilities with the ability to use rate reduction bonds, which are a cost-effective financing tool that can allow local agencies and their publicly owned utilities to achieve favorable credit ratings for their public financing, thereby lowering the cost to ratepayers of financing or refinancing projects, and potentially achieve other benefits; and

WHEREAS, each of the parties to this Agreement face significant challenges to individually meet their objectives with respect to the region's water resources and the provision of safe, reliable, and affordable water service; and

WHEREAS, the parties desire to collaborate on regional water management strategies and solutions that will provide multiple benefits and economies of scale that would otherwise be difficult to achieve individually; and

WHEREAS, the regional water management strategies and solutions may include, but are not limited to, joint planning efforts, emergency preparedness, water use efficiency and conservation, agency interconnections, water exchanges, groundwater storage and banking, and local supply development through stormwater capture, recycling, brackish groundwater, and/or seawater desalination.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions.

The terms defined in this section and initially capitalized in the text shall for all purposes of this Agreement have the meanings herein specified. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

"Act" means Chapter 5 of Division 7 of Title 1 of the Government Code of the State, (commencing with Section 6500), and all laws amendatory thereof or supplemental thereto.

"Administering Agent" means the Member Agency appointed by the Board to provide, day-to-day support, for the operation of the Authority and any of its facilities, including but not limited to, providing meeting space for Authority business, furnishing staff to complete necessary day-to-day functions of the Authority, and overseeing and managing contracts on behalf of the Authority subject to the authority delegated by the Board and defined in the bylaws.

"Agreement" has the meaning assigned to such term in the preamble.

"Authority" means the Southern California Regional Water Authority created by this Agreement.

"Board" or "Board of Directors" means the governing body of the Authority.

"Director" means a member of the governing body of the Authority.

"Member Agency" means a party to this Agreement, except those that have withdrawn in accordance with Section 15 hereof.

"Project" means any Utility Project or any other project, including, but not limited to, a public capital improvement, for the use or benefit of public agencies providing water or wastewater service.

"Project Agreement" means any agreement with public or private entities to plan, develop, permit, acquire, construct, finance, replace, modify, operate, manage or maintain a Project, including, but not limited to, design-build (DB) agreements, design-build-operate (DBO) agreements, construction contracts, leases, water purchase or sale agreements, or any other agreements necessary or convenient to accomplish a Project.

"Special Purpose Entity" means a limited liability company, including a limited liability company formed for the purposes of Section 6588.7(j) of the Act, a public benefit corporation or other special purpose entity.

"State" means the State of California.

"Utility Project" has the same meaning as defined in the Act, as may be amended, which means

the acquisition, construction, installation, retrofitting, rebuilding, or other addition to, or improvement of, any equipment, device, structure, improvement, process, facility, technology, rights or property, located either within, or outside of, the State of California, and that is used, or to be used, in connection with the existing or future operations of a publicly owned utility furnishing water or wastewater service for any of the following purposes:

1) Conservation or reclamation purposes.
2) In response to a mandate.
3) For any other utility purpose designated a "utility project" by the Authority.

Capitalized terms not otherwise defined herein shall have the meanings as set forth or as used in the Act.

Section 2. Purpose.

The Authority is established to provide a mechanism for the parties to jointly explore, plan and/or implement a range of regional water strategies and solutions with flexibility for individual parties to opt in or out of any given endeavor in accordance with proposed bylaws. This Agreement is made pursuant to the provisions of the Act relating to the joint exercise of powers common to public agencies. Each of the Member Agencies possesses the common power referred to in the recitals hereof. This Agreement is entered into in order to exercise such common power, and the powers granted to the Authority under the Act, for the purpose of financing or refinancing one or more Projects, including the development, acquisition, construction, reconstruction, improvement, enlargement, betterment, replacement, operation or maintenance of one or more Projects and the entering into Project Agreements and other agreements and documents in connection therewith. Such purpose will be accomplished and the powers exercised in the manner herein set forth.

Section 3. Term.

This Agreement shall become effective upon execution of the initial Member Agencies and shall continue in full force and effect, until rescinded or terminated by a supplemental agreement of the Member Agencies; provided, however, that in no event shall this Agreement be terminated until such time as all bonds and refunding bonds of the Authority herein provided for, and the interest thereon, shall have been paid in full or defeased in accordance with the documents related to their issuance.

Section 4. Authority.

(A) Creation of Authority.

There is hereby created pursuant to the Act a public entity to be known as the "Southern California Regional Water Authority." As authorized by the Act, the Authority shall be a public entity separate from the Member Agencies and shall be responsible for the administration of this Agreement. Bonds or notes issued by the Authority and contracts or obligations which are entered into by the Authority to carry out the purposes for which such bonds or notes are issued and which are payable in whole or in part from the proceeds of said bonds or notes, shall not constitute a debt, liability or obligation of any Member. Pursuant to

Section 6508.1 of the Act, no debt, liability or obligation of the Authority shall be a debt, liability or obligation of any Member Agency except as provided by Section 895.2 of the Government Code of the State of California in the case of injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. No Member Agency shall be legally entitled to or shall otherwise have access to the Authority's resources. No Member Agency shall be legally obligated, or shall otherwise assume the obligation, to finance the deficits of, or provide financial support to, the Authority.

Within 30 days after the effective date of this Agreement, or any amendment hereto, the Authority will cause a notice to be prepared and filed with the office of the Secretary of State in the manner set forth in Section 6503.5 of the Act. The Authority shall also file a copy of this Agreement, and any amendments hereto, with the State Controller in accordance with Section 6503.6 of the Act.

Within 70 days after the effective date hereof, and within 10 days after any change of facts required to be stated pursuant to Government Code Section 53051(b), the Authority shall cause a notice to be prepared and filed with the office of the Secretary of State, and with the County Clerk of each county in which the Authority maintains an office, in the manner set forth in Government Code Section 53051.

(B) Governing Board.

The Authority shall be administered by a Board comprised of representatives selected and designated by the governing bodies of the Member Agencies with one Director representing each Member Agency. The Board may change the composition of the Board in connection with the admission of a new Member Agency pursuant to Section 15 hereof by an amendment to the bylaws, provided, however, that the number of Directors for each Member Agency shall be equal.

Each Director shall serve in his or her individual capacity as a member of the Board. The Board shall have the general management of the affairs, property and business of the Authority and may adopt and modify from time-to-time rules and regulations for that purpose as it may deem proper.

No Director shall receive any compensation for serving as such from the Authority, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director if the Board determines that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

No individual Member Agency shall have the ability to modify or approve the budget of the Authority; modify or approve rate or fee changes affecting revenues; veto, overrule or modify the decisions of the Board; or appoint the Administering Agent of the Authority.

(C) Meetings of the Board.

(1) Regular Meetings. The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place

of the holding of the regular meetings shall be fixed by resolution of the Board.

(2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California or any successor provision thereto.

(3) Brown Act. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State (Sections 54950-54963)) or any successor legislation.

(4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board, both regular and special, to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to each of the Member Agencies.

(5) Quorum. A simple majority (greater than 50%) of total Directors constitutes a quorum for the transaction of business, except that less than a quorum may adjourn a meeting. The Board may change the quorum requirement in connection with the admission of a new Member Agency pursuant to Section 15 hereof by an amendment to the bylaws.

(6) Voting. Unless otherwise required by the Agreement, applicable law, or otherwise, the affirmative vote of a majority of Directors shall be required to take any action hereunder, including but not limited to, appointment an Administering Agent, adopting bylaws rules and regulations, appointing officers, approving or modifying budgets, setting rates or charges or issuing bonded debt. The financing or refinancing of each Project shall be required to be approved by the Board only once, provided such approval includes parameters or provision for the issuance of debt, the setting of rates and charges for the sale or delivery of any output from and such other matters as the Board shall determine to be relevant to financing the design, acquisition, construction, development, equipping, improvement, or operation of such Project. After such approval of financing or refinancing of a Project, any budget for such financing or refinancing that is consistent with such initial approval shall not be subject to further Board approval.

(7) Administering Agent. The Board shall appoint a Member Agency to be the Administering Agent of the Authority. The Administering Agent shall provide day-to-day support for the operation of the Authority and any of its facilities, including but not limited to, providing meeting space for Authority business, furnishing staff to complete the necessary day-to-day functions of the Authority, and overseeing and managing contracts on behalf of the Authority subject to the authority delegated by the Board and defined in the bylaws. The Administering Agent shall be responsible to schedule meetings of the Authority, maintain minutes of such meetings, and maintain all official records of the Authority. The Administering Agent shall also be responsible to propose, manage, and report on the budget of the Authority.

(8) Bylaws. The Board may adopt such bylaws, rules and regulations as are necessary for the purposes hereof and may make amendments thereof.

(D) Officers; Duties; Bonds.

(1) The Board shall appoint a treasurer (the "Treasurer") and an auditor (the "Auditor") of the Authority pursuant to Section 6505.6 of the Act. The Board may appoint an attorney (the "Attorney") for the Authority. All contracts shall be signed on behalf of the Authority as provided by resolution of the Board.

(2) Subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent or establishing any Special Purpose Entity, the Treasurer is designated as the depositary of the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall, in accordance with Section 6505.1 of the Act, file an official bond in an amount determined by the Board. The Treasurer shall serve at the pleasure of the Board and may be replaced by an independent certified public accountant, the chief financial officer of any Member Agency or any person pursuant to Section 6505.6 of the Act.

(3) The Auditor shall have the powers, duties and responsibilities specified in Sections 6505 and 6505.5 of the Act. The Auditor shall serve at the pleasure of the Board.

(4) The Attorney, or the designated deputy for such Attorney, shall attend all meetings of the Board, but the Attorney's absence shall not affect the validity of any meeting. The Attorney for the Authority shall serve at the pleasure of the Board.

(5) All charges to be made against the Authority for the services of the Auditor, Treasurer and Attorney of the Authority shall be approved by the Board.

(6) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(7) All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Member Agencies when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties of the Authority as contemplated in this Agreement.

(8) None of the officers, agents or employees directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member Agency or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member Agency.

(9) No member, officer or employee of the Authority or any Member Agency shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature and description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such members, officers or employees of the Authority against any such claims, losses, damages, costs, injury and liability.

Section 5. Powers.

The Authority shall have the power common to each of the Member Agencies with respect to planning, designing, constructing, financing or refinancing of any Project. The Authority is hereby authorized to do all acts necessary or convenient for the exercise of their common power.

Such powers shall be exercised in the manner provided in the Act, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Member Agencies in the exercise of similar powers.

The Authority shall also have any additional powers conferred under the Act or under any other applicable law, insofar as such additional powers may be necessary to accomplish the purpose set forth in Section 2 hereof, including, but not limited to, any or all of the following:

(a) enter into any agreement or contract, including, but not limited to, Project Agreements and servicing agreements, execute any instrument, and perform any act or thing necessary, convenient, or desirable to carry out any power authorized by this Agreement;

(b) employ agents and employees;

(c) acquire, construct, manage, maintain or operate any building, works or improvements;

(d) acquire by condemnation or contract, hold or dispose of property;

(e) lease any Project or any part thereof;

(f) issue bonds, and incur debts, liabilities or obligations which do not constitute a debt, liability or obligation of the Member Agencies; provided, however, that the Authority's financing activities are limited to financing or refinancing Projects and projects for the use or benefit of public agencies providing water or wastewater. The Authority may issue bonds pursuant to the Act and any other applicable laws of the State and issue refunding bonds pursuant to any applicable laws of the State to finance and refinance any Project or any part thereof. The Authority bonds shall be secured in such manner as the Authority shall determine and the Authority shall determine any other terms and conditions on any sale of bonds contemplated herein as it deems to be necessary, appropriate and in the public interest, in furtherance of the Act;

(g) adopt and amend bylaws for the regulation of its affairs and the conduct of its business;

(h) sue and be sued in its own name;

(i) engage the services of private consultants, including outside legal counsel, to render professional and technical assistance and advice in carrying out the purposes of this Agreement;

(j) as provided by applicable law, employ and compensate bond counsel, financial consultants, and other advisers determined necessary by the Authority in connection with the issuance and sale of any bonds;

(k) contract for engineering, architectural, accounting or other services determined necessary by the Authority for the successful development of a Project;

(l) pay the reasonable costs of consulting engineers, architects, accountants and construction, land-use, recreation and environmental experts employed by any participant if the Authority determines those services are necessary for the successful development of Projects;

(m) lease the Projects being financed to a Member Agency or any other local agency, upon terms and conditions that the Authority deems proper; charge and collect rents therefor; terminate any lease upon the failure of the lessee to comply with any of the obligations of the lease; include in any lease provisions that the lessee shall have options to renew the lease for a period or periods, and at rents as determined by the Authority; purchase or sell by an installment agreement or otherwise any or all of the Projects; or, upon payment of all the indebtedness incurred by the Authority for the financing or refinancing of the Projects, the Authority may convey any or all of the Project to the lessee or lessees;

(n) sell the output from any Projects being financed to a Member Agency or any other local agency, upon terms and conditions that the Authority deems proper; charge and collect rates and charges therefor; terminate any sale agreement upon the failure of the Member Agency or local agency to comply with any of the obligations of the sale agreement; include in any provisions that the Member Agency or local agency shall have options to renew the sale agreement for a period or periods, and at rates and charges as determined by the Authority;

(o) take title to, lease, purchase or sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements and other interests in lands that are located within the State that the Authority determines are necessary or convenient for the financing or refinancing of Projects, or any portion thereof;

(p) receive and accept from any source, loans, contributions or grants, in money, property, labor or other things of value, for, or in aid of, the construction financing, or refinancing, of a Project, or any portion thereof or for the financing of working capital, or for the payment of the principal of and interest on bonds if the proceeds of those bonds are used for one or more of the purposes specified in this section;

(q) mortgage all or any portion of its interest in Projects and the property on which any Project is located, whether owned or thereafter acquired, including the granting of a security interest in any property, tangible or intangible;

(r) issue, obtain or aid in obtaining, from any department or agency of the United States or of the state, or any private company, any insurance or guarantee to, or for, the payment or repayment of interest or principal, or both, or any part thereof, on any loan, lease or obligation or any instrument evidencing or securing the same, made or entered into pursuant to this Agreement;

(s) invest any moneys held in reserve or sinking funds, or any moneys not required for immediate use or disbursement, in obligations that are authorized by law for the investment of trust funds;

(t) delegate to any of its individual parties or other responsible individuals the power to act on its behalf subject to its general direction, guidelines and oversight;

(u) adopt resolutions, including, but not limited to, financing resolutions in connection with the issuance of rate reduction bonds, or authorize a single member limited liability company to adopt a financing resolution;

(v) make such filings, applications and submissions to governmental entities and regulatory bodies as may be necessary to comply with law and this Agreement, including, but not limited to, filings with the California Pollution Control Financing Authority in connection with the issuance of rate reduction bonds and filings with the California Debt and Investment Advisory Commission;

(w) form limited liability companies, public benefit corporations or other special purpose entities as may be necessary for the purpose of financing or refinancing one or more Projects, including, but not limited to, the planning, development, acquisition, construction, equipping, reconstruction, reequipping, refurbishing, operation, maintenance and management thereof, including, but not limited to, the formation of a single member limited liability company for the purpose of financing or refinancing a Utility Project pursuant to the Act, and provide that any such limited liability company, public benefit corporation or other special purpose entity may exercise any powers of the Authority, specified in this Agreement or conferred under the Act or under any other applicable law, as such powers may be set forth in the formation documents of such limited liability company, public benefit corporation or other special purpose entity;

(x) perform environmental review, engineering and design for, and, if appropriate, to permit, construct or develop Projects or other facilities consistent with the purposes of the Authority;

(y) obtain and hold rights, permits and other authorizations for or pertaining to Projects or other facilities either by the Authority alone or in cooperation with any other Local Agency or other non- member entities;

(z) perform all acts necessary or proper to carry out fully the purposes of this Agreement; and

(aa) exercise any other power permitted by the Act.

Section 6. Projects Undertaken by Special Purpose Entities.

To the extent permitted by law, all Projects shall be undertaken by Special Purpose Entities formed by the Authority unless otherwise approved by the Board. The liabilities and obligations associated with such Project shall be solely the liabilities and obligations of the applicable Special Purpose Entity that undertakes such Project and shall not be shared in any way with a different Special Purpose Entity unless otherwise approved by the Board.

Section 7. Fiscal Year.

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year through the following June 30.

Section 8. Disposition of Assets.

After completion of the Authority's purposes, any surplus money on deposit in any fund or account of the Authority shall be returned in proportion to the contributions made as required by Section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose

of concluding and dissolving the business affairs of the Authority. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the Member Agencies.

Section 9. Contributions and Advances.

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by a Member Agency for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the Member Agency and the Authority at the time of making such advance. It is mutually understood and agreed that no Member Agency has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member Agency may do so. A Member Agency may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority. After termination of this Agreement pursuant to Section 3, any surplus money in possession of the Authority shall be returned to the Member Agencies in proportion to the unreimbursed contributions each has made.

Section 10. Agreement not Exclusive.

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the Member Agencies.

Section 11. Accounts.

There shall be strict accountability of all Authority funds and report of all receipts and disbursements. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practice, including appropriate internal controls. The books and records of the Authority shall be open to inspection at all reasonable times by the Member Agencies and their representatives. The Treasurer and Controller of the Authority are hereby authorized and directed to prepare or cause to be prepared and filed: (a) an annual audit as required pursuant to Section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing as required pursuant to Section 6505.5 of the Act, as of the first day of July, October, January and April of each fiscal year to the Board and each Member Agency, which report shall describe the amount of Authority money held by the Treasurer and Controller, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee of other fiduciary in connection with any revenue bonds or refunding revenue bonds herein provided for to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

Section 12. Contract with Certified Public Accountant.

The Controller of the Authority shall either make or contract with a certified public accountant to make an annual audit of the accounts and records of the Authority, as required by Section 6505 of the Act. The minimum requirements of the audit shall be those prescribed by the

State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant, a report thereof shall be filed with each Member Agency and also with the county auditor of the county where the home office of the Authority is located and shall be sent to any public agency or person in California that submits a written request to the Authority. Such report shall be filed within twelve (12) months of the end of the fiscal year under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants in making an audit pursuant to this section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose. The Authority may, by unanimous consent of the Board, replace the annual audit with a special audit covering a two-year period.

Section 13. Conflict of Interest Code.

The Authority by resolution shall adopt a Conflict of Interest Code as required by Article 4 of Chapter 1 of Division 4 of Title 1 of the Government Code of the State of California, unless otherwise exempt.

Section 14. Breach.

If default shall be made by a Member Agency in any covenant contained in this Agreement, such default shall not excuse said Member Agency from fulfilling its obligations under this Agreement or any documents related to the financing or refinancing of any Project and said Member Agency shall continue to be liable for the payment of contributions, if any, and the performance of all conditions herein contained. The Member Agencies hereby declare that this Agreement is entered into for the benefit of the Authority created hereby, and the Member Agencies hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the Member Agencies. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 15. Withdrawal and Addition of Member Agencies.

A Member Agency may withdraw from this Agreement upon written notice to the Authority; provided, however, that (i) no Member Agency participating in a bond issuance by the Authority may withdraw while those bonds of the Authority remain outstanding, and (ii) no such withdrawal shall result in dissolution of the Authority. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Authority, which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon filing notice with the office of the Secretary of State in accordance with the Act.

Any Local Agency authorized by State law or its charter to, or that may pursuant to State law or its charter, undertake a Project may become a Member Agency upon meeting the following conditions: The Local Agency shall file with the Board of Directors a certified copy of a resolution of its governing body whereby the Local Agency (i) agrees to the provisions of this

Agreement and (ii) requests to become a Member Agency. No Local Agency shall become a Member Agency until (i) its admission is approved at a regular or special meeting of the Board of Directors by unanimous vote and (ii) such Local Agency deposits or agrees to deposit with the Authority an amount equal to such share of the costs and expenses incurred by the Authority prior to the date of admission of such Local Agency as a Member Agency, as shall be determined by the Board of Directors. Upon satisfaction of such conditions, the Authority shall file such executed amendment or amendment and restatement, effective upon filing with the office of the Secretary of State in accordance with the Act.

Section 16. Severability.

Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 17. Successors; Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies. Except to the extent expressly provided herein, no Member Agency may assign any right or obligation hereunder without the consent of the other Member Agencies. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

Section 18. Amendment of Agreement.

This Agreement may be amended, and the Authority may be terminated or its powers may be changed, restricted or eliminated by supplemental agreement executed by the Member Agencies at any time; provided, that such supplemental agreement shall be subject to any restrictions contained in any bonds or refunding bonds of the Authority or documents related to any bonds or refunding bonds of the Authority to which the Authority is a party.

Section 19. Form of Approvals.

Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of a Member Agency, by resolution or motion duly adopted by the legislative body of the Member Agency, and, in the case of the Authority, by resolution or motion duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 20. Section Headings.

References to Sections shall be to Sections herein. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 21. Counterparts and Signatures.

This Agreement may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereto further agree that electronic or facsimile signatures or signatures scanned into .pdf and sent by e-mail shall be deemed original signatures.

Section 22. State Governing Law.

This Agreement should be construed in accordance with and governed by the laws of the State of California.

Section 23. Indemnification.

(A) Subject to the provisions of subsection C, any Member Agency that has the sole and exclusive use and benefit of a Project (an "Indemnifying Party") shall indemnify, defend, and hold harmless each other Member Agency including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to damages, losses, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the acts of such Indemnifying Party with respect to such Project.

(B) Subject to the provisions of subsection C, any Member Agencies that share the use and benefit of a Project ("Indemnifying Parties") shall indemnify, defend, and hold harmless each other Member Agency, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to damages, losses, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the acts of such Indemnifying Parties with respect to such Project.

(C) Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury, loss, cost, or damage caused by a negligent or wrongful act or omission of its officers, agents, or employees by law, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other parties solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Each Member Agency certifies that it has adequate funds, including through applicable insurance, a risk pool, or self-insured retention to meet any obligation arising from this Agreement.

(1) Pursuant to Government Code Section 895.4 and 895.6, the parties shall each assume the full liability and/or pro rata fault imposed upon it, or any of its officers, agents or employees, by law for injury, loss, cost, or damage caused by any negligent or wrongful

act or omission by such party occurring in the performance of this Agreement.

(2) Each party indemnifies and holds harmless the other parties for any injury, loss, damages, costs, or expenses that may be imposed upon such other parties by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.

(3) In the event of third-party loss caused by negligence, wrongful act or omission by both parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

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IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CALLEGUAS MUNICIPAL WATER DISTRICT

By: _____
Kristine McCaffrey, General Manager

Date: _____

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Signature Page to Joint Powers Agreement Southern California Regional Water Authority

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF BURBANK

By: _____
Mandip Samra, General Manager,
Burbank Water and Power

Date: _____

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Signature Page to Joint Powers Agreement Southern California Regional Water Authority

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CRESCENTA VALLEY WATER DISTRICT

By: _____
James Lee, General Manager

Date: _____

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IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By signing below, the signatories for the Department of Water and Power attest that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
David W. Hanson, Interim General Manager

Date: _____

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IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

LAS VIRGENES MUNICIPAL WATER DISTRICT

By: _____
David W. Pedersen, General Manager

Date: _____

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IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU

By: _____
Carolina Hernandez, Assistant Deputy Director

Date: _____

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IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SANTA CLARITA VALLEY WATER AGENCY

By: _____
Matt Stone, General Manager

Date: _____

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IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

By: _____
Tom Love, General Manager

Date: _____

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IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

WEST BASIN MUNICIPAL WATER DISTRICT

By: _____
Edward J. Caldwell, General Manager

Date: _____

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STAFF REPORT

WATER AND POWER

DATE: August 25, 2026

TO: Justin Hess, City Manager

FROM: Mandip Kaur Samra, General Manager, Burbank Water and Power
BY: Richard Wilson, Assistant General Manager, Water Systems

SUBJECT: Approval of the Exchange Water Delivery Agreement between the San Diego County Water Authority and the City of Burbank

RECOMMENDATION

Approve the Exchange Water Delivery Agreement (Agreement) between the San Diego County Water Authority (SDCWA) and the City of Burbank (City) (Attachment 1) and authorize the Burbank Water and Power (BWP) General Manager, as the City Manager's designee, to execute the Agreement and any other ancillary documents, including amendments, in form and substance satisfactory to the City Attorney's Office.

BACKGROUND

The SDCWA and the Metropolitan Water District of Southern California (MWD) recently ended a decades-long lawsuit over rates and charges. A settlement agreement was made that provides an exchange mechanism for the SDCWA to partner with other MWD member agencies to transfer water. The settlement agreement also clearly defined a process that the SDCWA would go through if any exchange supplies were made available to MWD member agencies. The SDCWA must first offer the supplies to MWD member agencies, and then any additional supplies would be offered to MWD. Burbank wishes to purchase from the SDCWA 5,000 acre-feet per year of untreated water through 2047.

DISCUSSION

Burbank is 100% dependent on imported water from the State Water Project and the Colorado River. California's future water supplies are strained by a rapidly changing, increasingly unpredictable climate. Both the state and MWD will need to invest heavily in infrastructure projects over the next several decades that will enhance water reliability for

our region. MWD's water rates will increase in proportion to the investments made in our infrastructure. At the same time, Burbank's water demands will grow as the City builds new housing. Therefore, it is imperative that Burbank diversifies its water supply portfolio and reduce its total dependence on MWD's rates and charges. The proposed Agreement does that, and more.

First, Burbank does not have to invest in capital projects to get water from SDCWA, nor does Burbank have to wait for it. The SDCWA invested in long-term contracts and projects at a point in time when demands within San Diego County were growing and reliability was a paramount concern and invested $1 billion to build the largest desalination plant in the Western Hemisphere. Following the 2012-2016 statewide drought, the San Diego region continued to invest heavily in local supply projects, such as water-use efficiency, recycled water, and potable reuse. At the same time, local conservation efforts led to a significant decline in their demand. The lower-than-anticipated demand and increased local supplies, combined with long-term water supply contracts, provided the SDCWA with a surplus of water that can be exchanged with other agencies on a long-term basis.

Second, the Burbank-SDCWA Water Exchange represents a strategic partnership that provides Burbank with access to one of the most reliable, diverse, and secure water supply portfolios in Southern California. By investing in the stability and certainty of the SDCWA 's supply system, Burbank gains long-term water security backed by proven conservation programs, infrastructure investments, and legal protections spanning decades. The SDCWA's supplies maintained 100% of deliveries throughout the state's driest period on record and allowed the region to avoid severe restrictions imposed elsewhere in California**.**

Third, this is a historic agreement, the first of its kind within the MWD system, and it ushers in a new era of cooperation – a nascent water market that allows agencies to store and transfer water, with MWD providing the backbone infrastructure to do so.

The terms and benefits of the Agreement are described below:

- 5,000 acre-feet of water would be available for the City to purchase from SDCWA in addition to the City's other imported water sources, improving supply reliability regardless of dry conditions or droughts.
- To lessen the impact on the Water Fund's cash flow position, the Agreement allows purchases to be ramped up over time, starting with minimum purchases of 850 acre-feet in each of the first two years and increasing to 5,000 acre-feet by 2036. If less than 5,000 acre-feet of water is purchased in a year but the City requires additional water, the City still has the option to purchase up to the total amount of 5,000 acre-feet in that year from a reserve that is set aside for the City's use. A reservation charge of $150 per acre-foot is applied to the amount of water

reserved each year and escalates per the Consumer Price Index for All Urban Consumers (CPI-U) for water and sewerage. Additionally, if the City does not need its total minimum purchase amount of water in a given year, the City may defer delivery of a portion of the minimum purchase amount and receive that deferred portion over the next two calendar years.

- Supplies are classified as local supplies and not subject to allocation by MWD.
- The SDCWA maintains a highly reliable supply portfolio that includes senior-right Colorado River supplies and desalination.
- The City will receive water through access to $3 billion in existing infrastructure without upfront capital costs.
- Pay only for water delivered or reserved, not for building the infrastructure system to deliver it.

In addition to supply reliability, the Agreement offers clear and predictable financial terms through its transparent pricing and flexibility structure as described in Attachment 1 and summarized below:

- Price is based on defined pricing schedules and not subject to a rate-setting process.
- Price escalates on Consumer Price Index (CPI) inflators, which have historically been less volatile than water rates.
- Supplies avoid MWD's Readiness-to-Serve charge, providing an additional long-term benefit.
- Burbank would be given access to store up to 5,000 acre-feet of water in the SDCWA's system and be able to call on the water when needed, thus providing operational flexibility and gives Burbank an additional pool of reliability beyond our base purchases.
- Stored water would be delivered via an exchange with MWD.
- A partnership with the SDCWA is a mutually beneficial partnership for long-term reliability and predictability.

The Burbank–SDCWA Water Exchange provides a rare and forward-looking opportunity for Burbank to enhance long-term water reliability, cost stability, and operational flexibility. Burbank can reduce its dependence on MWD's rate fluctuations while securing access to drought-proof supplies. This Agreement positions the City to meet future demand growth with greater confidence and resilience.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment,

and as such, is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

The fiscal impact of this Agreement includes annual costs for delivered water based on an escalating Supply Price and Exchange Price, as well as Reservation Charges for water reserved but not delivered in the early years of the Agreement, as outlined in Exhibit C of Attachment 1. During the initial years of the Agreement, a significant portion of the annual 5,000 acre-foot allocation is reserved rather than delivered, resulting in a cost structure that combines both delivered-water charges and lower-cost Reservation Charges. Over time, reserved volumes decline and ultimately drop to zero beginning in 2036, shifting annual expenditures to primarily delivery-based costs. Although Reservation Charges decrease as reserved volumes phase out, total annual costs increase as the City transitions to paying the full delivered-water rate for all 5,000 acre-feet, which is substantially higher than the Reservation Charge and escalates annually.

All major cost components escalate annually with the CPI-U Water and Sewerage index, which is assumed at an average of 3 percent for planning purposes, versus six percent to 12 percent annual escalation for MWD water. Over time, the exchange rate price for water purchased under the Agreement and predictable escalation is expected to be lower than MWD’s charges (factoring the cost of MWD’s Pure Water Southern California Project, investments in the Delta Conveyance Project, Sites Reservoir and their annual capital and maintenance spending), which could increase beyond MWD’s current projections.

An initial five-year cost breakdown based on the delivered and reserved quantities in Exhibit C of Attachment 1 is included below:

Year	Delivered Acre-Feet	Reserved Acre-Feet	Supply Price per AF (3% CPI-U)	Exchange Price	Reservation Charge per AF (3% CPI-U)	Water Supply Cost
2026	850	4,150	$979.00	$671.00	$150.00	$2,025,000
2027	850	4,150	$1,008.37	$671.00	$154.50	$2,068,640
2028	1,500	3,500	$1,038.62	$703.00	$159.14	$3,169,404
2029	1,800	3,200	$1,069.78	$737.00	$163.91	$3,776,712
2030	2,150	2,850	$1,101.87	$772.00	$168.83	$4,509,982

Additionally, the Readiness to Serve Charge paid to MWD (a fixed charge separate from the water supply cost) is reduced by approximately $55 million over the 20-year term

because BWP is buying less water from MWD (a benefit to having the exchange water counted as a local supply) and is not included here.

CONCLUSION

Staff recommends approval of the Agreement and authorization for the BWP General Manager to execute the Agreement, and any amendments thereto, as the proposed Exchange Water Delivery Agreement provides Burbank with an opportunity to enhance long-term water reliability, diversify supply sources, and reduce exposure to future MWD rate increases without requiring new capital investments. By partnering with the SDCWA, Burbank will secure access to a highly reliable and drought-resilient supply, along with flexible storage options that strengthen the City's ability to manage future water needs. This Agreement represents an innovative, forward-thinking approach to regional water management and positions Burbank to meet the demands of a growing community while maintaining stability and predictability in its water supply.

ATTACHMENT

Attachment 1 – Agreement

EXCHANGE WATER DELIVERY AGREEMENT BETWEEN SAN DIEGO COUNTY WATER AUTHORITY AND CITY OF BURBANK

This Agreement is entered into as of _____, 2026 (the "Effective Date"), by and between the San Diego County Water Authority ("Seller" or "SDCWA") and the City of Burbank, a charter city ("Buyer" or "Burbank"). As used herein, Seller and Buyer are each a "Party" and collectively the "Parties."

RECITALS

A. Seller is a county water authority incorporated under the California County Water Authority Act, Stats. 1943, Ch. 545, as amended, codified at Section 45-1 *et seq.* of the Appendix to the California Water Code.

B. Buyer is a charter city organized and operating pursuant to the Charter of the City of Burbank and the laws of the State of California.

C. MWD is a metropolitan water district incorporated under the Metropolitan Water District Act, Stats. 1969, Ch. 209, as amended, codified at Section 109.1 *et seq.* of the Appendix to the California Water Code. Buyer and Seller are each MWD member agencies.

D. Seller is a party to the 2025 Settlement Agreement and 2025 Exchange Agreement, under which Seller will make available to MWD up to 277,700 acre-feet per year (AFY) of Exchange Water and MWD will deliver Exchange Water to MWD member agencies in any year at the times, locations, and amounts as Seller requests, with a first right of refusal to MWD member agencies and a second right of refusal to MWD.

E. Seller provided MWD member agencies the first right of refusal to receive Exchange Water in accordance with the 2025 Settlement Agreement and as announced in Seller's September 29, 2025 notice to MWD member agencies.

F. Buyer desires to purchase and receive such long-term Exchange Water supplies, subject to the terms and conditions of this Agreement.

G. Since 2025, Seller and Buyer have engaged in discussions and negotiations on the terms identified herein, resulting in memorialized joint concepts on the delivery of Exchange Water to Buyer.

H. The Parties intend that the Exchange Water deliveries herein will be scheduled and effected through MWD and/or other applicable conveyance, storage, and delivery facilities pursuant to the terms of this Agreement and the 2025 Exchange Agreement.

I. The Parties do not intend to and do not in any way transfer, assign, encumber, or grant any ownership interest in or control over any water rights under this Agreement. This Agreement does not impact or modify any other agreement.

Initials _____, _____

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions

a. "AF" and "AFY" mean acre-feet and acre-feet per year, respectively.

b. "Agreement" means this Exchange Water Delivery Agreement between Seller and Buyer, when standing alone.

c. "Minimum Delivery Quantity" means the minimum amount of Exchange Water Seller will direct MWD to deliver to Buyer during a Contract Year, as set forth in Section 5.a.i.

d. "Contract Year" means the period from January 1 through December 31 of any year during this Agreement. However, during the first year of the Agreement, Contract Year means the Effective Date through December 31.

e. "Exchange Water" has the same definition as Exchange Water under Paragraph 3.2 of the 2025 Exchange Agreement. For the avoidance of doubt, all water delivered under this Agreement will be characterized as "local water" for purposes of MWD's ordinances, plans, programs, rules and regulations, including any then-effective Water Surplus & Drought Management Plan, and for calculation of any MWD Readiness-to-Serve Charge share, in the same manner as for other local water of MWD's member agencies.

f. "MWD" means the Metropolitan Water District of Southern California.

g. "MWD Exchange Costs" means the Exchange Unit Price as defined in Paragraph 5.2 of the 2025 Exchange Agreement.

h. "Regulatory Curtailment" means actions taken by the United States or State of California, or agencies and courts thereof, directly or indirectly reducing the Exchange Water supply of Seller.

i. "Reserved Quantity" means the anticipated amount of Exchange Water Buyer will direct Seller to reserve during a Contract Year, as set forth in Section 5.a.ii.

j. "Term" means the initial term of this Agreement, as set forth in Section 4.a, together with any and all extensions effectuated under this Agreement, so that any such extension is deemed part of the Term.

Initials _____, _____

k. "Treated Water" shall mean water that is treated by filtration and disinfection at any MWD water treatment facility, as provided in MWD's Administrative Code.

l. "Treatment Surcharge" means a dollar per acre-foot water rate charged by MWD to recover MWD's costs of providing water treatment capacity and operations, as provided in MWD's Administrative Code.

m. "2025 Exchange Agreement" means the Second Amended and Restated Agreement between MWD and Seller, executed June 2, 2025, which is attached hereto and incorporated herein as Exhibit A.

n. "2025 Settlement Agreement" means the Final Settlement Agreement between Seller and MWD, dated June 2, 2025, which is attached hereto and incorporated herein as Exhibit B.

1.2 Rules of Construction

a. Unless the context clearly requires otherwise:

i. The plural and singular forms include the other;

ii. "Shall," "will," "must," and "agrees" are each mandatory;

iii. "May" and "can" are permissive;

iv. "And" is inclusive;

v. "Or" is not exclusive;

vi. "Includes" and "including" are not limiting; and

vii. "From," "to," and "until" include the ends of the identified range.

b. Headings at the beginning of paragraphs and subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and will not be used in construing it.

c. Reference to any agreement (including this Agreement), document, or instrument means such agreement, document, instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof.

d. Except as specifically provided herein, reference to any law, statute, ordinance, regulation, or the like means such law as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including any rules and regulations promulgated thereunder.

Initials _____, _____

2. PURPOSE; SCOPE

a. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which Seller will direct MWD to deliver, and Buyer will purchase and receive, Exchange Water, subject to subject to inter-agency coordination and other limitations as detailed herein.

b. Scope. Deliveries will be conducted through MWD's facilities or other facilities as may be mutually agreed upon.

3. REPRESENTATIONS AND WARRANTIES

a. Seller's Representations.

i. Seller is a county water authority, duly organized, validly existing and in good standing under the laws of the State of California.

ii. Seller is a party to the 2025 Settlement Agreement and 2025 Exchange Agreement. Pursuant to these agreements, Seller has the authority to offer to a MWD member agency or agencies the right to receive a specified amount of Exchange Water deliveries as provided in those agreements.

iii. Seller has authority to perform its obligations hereunder on the terms set forth in this Agreement.

b. Buyer's Representations.

i. Buyer is a charter city and community-owned urban water supplier. Buyer is a member agency of MWD.

ii. Buyer has authority to perform its obligations hereunder on the terms set forth in this Agreement.

4. TERM

a. Term. The Term will commence on the Effective Date and continue through December 31, 2047, unless earlier terminated as provided for herein.

5. QUANTITY DELIVERED AND RESERVED

a. Total Quantity. The total quantity of Exchange Water that may be purchased and delivered, or deferred and later delivered as provided in Section 5.b., in each Contract Year during the Term is 5,000 AF.

i. Minimum Delivery Quantity. The minimum amount of Exchange Water Seller will direct MWD to deliver to Buyer under each Contract Year of the Term is provided on Exhibit C as set forth under the "Minimum Delivery Quantity".

Initials _____, _____

ii. Reserved Quantity. If Buyer elects to take delivery of less than 5,000 AF of Exchange Water in any Contract Year, Buyer may reserve the balance of Exchange Water. An example of this election and reservation is provided on Exhibit C. If Buyer makes the election provided by this Section, it shall notify Seller in accordance with Section 6.

b. Deferred Delivery. In the event Buyer elects to reserve a portion of the Minimum Delivery Quantity, Buyer may request delivery of the Minimum Delivery Quantity in one or both of the next succeeding two Contract Years (Deferred Delivery). However, the total quantity of Deferred Delivery will be limited to 1,000 AFY, unless Seller authorizes a higher withdrawal amount upon Buyer's written request. For clarity, in the event Buyer defers delivery of 100 AF of the Minimum Delivery Quantity in Contract Year 2027, Buyer may request and receive delivery of the deferred 100 AF in Contract Year 2028 in addition to the Contract Year 2028 Minimum Delivery Quantity of 1,500 AF, for a total delivery amount of 1,600 AF in Contract Year 2028.

6. DELIVERY SCHEDULING

a. Annual Plan. No later than October 15 of each Contract Year, the Parties will prepare a preliminary plan identifying the targeted monthly delivery volumes, flow rates, and operational assumptions of all Exchange Water and Deferred Water for the following Contract Year ("Annual Plan"). The annual delivery and exchange plan for each Contract Year may be amended by mutual agreement of the Parties, subject to the concurrence of MWD, at any point until the California Department of Water Resources adopts its final State Water Project allocations for that Contract Year.

b. Delivery Conflicts. In the event of conflicting delivery constraints, the Parties will consult in good faith, giving due consideration to the terms of this Agreement.

c. Scheduling Standards. The Parties shall adhere to MWD scheduling manuals, deadlines, and formatting requirements.

7. POINT OF DELIVERY

a. Delivery Point. The delivery point for all Exchange Water delivered under this Agreement will be at one or more of Buyer's MWD service connections, as directed by Buyer pursuant to or as coordinated between MWD, Seller, and Buyer.

b. Alternative Delivery Points. Alternative delivery points may be used upon mutual written agreement of the Parties, subject to any applicable charges associated with the same.

c. Election of Treated Water. Buyer may elect to receive some or all Exchange Water as Treated Water by providing written notice to Seller, as provided in Section 6.a. Upon such election, Seller shall coordinate with MWD to deliver the requested Exchange Water as Treated Water in accordance with MWD's applicable rules and procedures. Buyer shall be solely responsible for paying MWD's Treatment Surcharge, as established by MWD from time to time, for all Exchange Water delivered as Treated Water, in addition to all other costs and charges payable under this Agreement. Seller shall have no liability for any acts or omissions of MWD in connection with the treatment of Exchange Water, including any failure by MWD to deliver Treated Water or any defects in water quality attributable to MWD's treatment process.

8. PRICE AND PAYMENT

a. Delivery Price. Buyer shall pay Seller for each AF of Exchange Water delivered as provided in Exhibit C, which consists of the Supply Price and the MWD Exchange Costs for each AF of Exchange Water delivered during the Contract Year.

b. Reservation Charge. For Reserved Quantities in each Contract Year, Buyer shall pay Seller a Reservation Charge for each AF of such Reserved Quantity. The Reservation Charge shall begin at $150 per AF and escalate annually throughout the Term at the same rate of increase in the CPI-U for Water and Sewerage.

c. Third-Party Charges. If Seller becomes subject to any charges from MWD for Exchange Water that are not in effect as of the Effective Date, including any new charges or changes to existing charges, Seller shall promptly notify Buyer of such charges. The Parties agree to meet and confer in good faith within thirty (30) days of such notice to discuss potential amendments to this Agreement (if any) that may be needed to address such charges. No such charges shall be passed through to Buyer unless and until the Parties have agreed in writing on an amendment to this Agreement addressing the allocation of such charges.

d. Invoices. Seller will invoice monthly in arrears for delivered Exchange Water volumes and applicable charges. Each invoice will show: (a) AF delivered by Seller to Buyer; (b) price; (c) third-party charges (if any); and (d) total amount due.

e. Payment Terms. Seller will provide an invoice mailing no later than the tenth (10th) business day of the month following the invoice month. Buyer will pay undisputed amounts within thirty (30) days of Buyer's invoice receipt. "Business day" means any day other than a Saturday, Sunday, a bank holiday, or a Party holiday.

f. Delinquency Charge. Payment is to be made by the stated due date. The amount due will be delinquent if not received in investable funds in full by 5:00 p.m. on the due date. There will be a delinquency charge of two percent (2%) on the unpaid undisputed amount for each month, or any portion thereof, that the payment remains delinquent. If the delinquency does not exceed five (5) business days, the delinquency charge will be reduced to one percent (1%) of the delinquent amount. A payment remains delinquent and will continue to be assessed a delinquency charge on the unpaid amount so long as any portion of the original payment amount or of the delinquency charge, remains unpaid. Any protest of a payment must be filed concurrently with full payment of the undisputed amount due.

9. DELIVERY AND RELIABILITY SAFEGUARDS

a. Minimum Reliability/Year-Round Delivery Assurance. Seller will use reasonable efforts to deliver scheduled water volumes in a timely manner pursuant to the Parties' agreed-upon schedule, subject to Sections 9.b and 9.c, and Section 13, herein. Exchange Water made available under this Agreement is intended to be deliverable to Buyer in all Contract Years and in both wet and dry hydrologic conditions.

b. Regulatory Curtailments**.** Regulatory Curtailments in any Exchange Water supplies imposed on Seller resulting in under-delivery of Exchange Water to Seller in a Contract Year will result in proportional reductions by Seller to Buyer's Exchange Water for the same Contract Year unless an alternative arrangement is agreed to by the Parties in writing.

c. Operational Constraints and Shortfall Protocol**.** If Seller or MWD forecasts a shortfall or experiences an operational constraint, including a Regulatory Curtailment, in advance of or during a Contract Year that will or may cause under-delivery of Exchange Water to Buyer, it will notify Buyer within five (5) business days of such a forecast, and the Parties will meet and confer on rescheduling deliveries within the same Contract Year, if feasible, or in future Contract Years, all subject to capacity and other limitations in this Agreement. Notwithstanding Buyer's risk of loss under Section 16.a., in no event shall Buyer be required to pay for Exchange Water not delivered. Further, if Seller does not deliver Exchange Water as required by this Agreement as a result of a shortfall or operational constraints, and such Exchange Water is delivered in a later Contract Year, Buyer shall not be required to pay the Reservation Charge. If feasible, Seller will direct delivery of Exchange Water to Buyer within three (3) years of Buyer's payment for the same, unless a longer timeframe is mutually agreed to by the Parties; if it cannot do so, Seller will refund Buyer the amounts paid within thirty (30) days of Buyer's request for the same. Such an event will not serve to terminate this Agreement or relieve either Party of its obligations herein.

10. INTENTIONALLY OMITTED

11. PERIODIC REVIEWS

a. Periodic Review**.** The Parties will meet throughout the Contract Year as necessary and/or reasonably requested by either Party to review operational performance, forecasts, deliveries, and related matters for the present and following Contract Year. If either Party learns of a material fact that will or may affect its performance under this Agreement, that Party will set a meeting with the other Party within thirty (30) days, or as soon thereafter as reasonably practicable, to discuss the matter and find a solution.

12. TRANSPARENCY AND DATA REQUIREMENTS

a. Operational Data**.** Upon reasonable request, each Party will provide the other with monthly delivery logs, meter reads, scheduling confirmations, agency statements relevant to volumes and charges, and any other documents or information reasonably requested by either Party as they relate to this Agreement.

b. Cost Data**.** Upon reasonable request, Seller will provide documentation sufficient to substantiate all amounts invoiced to Buyer, including those charges and adjustments that may arise from third parties like MWD.

c. Audit Rights**.** Buyer may audit 2025 Exchange Agreement invoices and supporting data upon thirty (30) business days' notice, during normal business hours, at Buyer's expense. Seller shall cooperate in good faith and make relevant records available within a reasonable time.

13. FORCE MAJEURE

a. Definition**.** Force Majeure means any event beyond the Parties' control that prevents performance under this Agreement despite reasonable efforts, including, without limitation, major damage to or destruction of essential infrastructure, natural disasters, pandemics, war, or terrorism.

b. Suspension**.** Performance obligations impacted by a Force Majeure event are suspended for the duration of the event.

c. Notice and Mitigation**.** However, the suspending Party will provide prompt notice, describe the reasons for the suspension, and use all reasonable efforts to mitigate the effects on the other Party and resume performance as quickly as possible.

14. THIRD-PARTY DISPUTES

a. Third-Party Disputes. If litigation, protests, or administrative disputes materially affect deliveries under this Agreement, the Parties will meet and confer to adjust schedules or arrange substitute performance where feasible.

b. Cost and Risk Allocation. Each Party bears its own costs from such disputes.

15. SUSPENSION AND TERMINATION

a. Suspension for Cause**.** Either Party may suspend performance of this Agreement upon sixty (60) business days' written notice for a material breach by the other Party that remains uncured after sixty (60) business days.

b. Termination for Cause**.** Upon issuing the 60-day notice specified in Section 15.a, the Party in breach will have a 180-day cure period. Upon expiration of that 180-day cure period, if Party is still in breach, the other Party may terminate this Agreement upon written notice.

c. Effect of Termination**.** Upon termination, undisputed amounts accrued through the termination date will be paid within thirty (30) days. Buyer shall be entitled to a pro-rata refund of any price or charge paid for periods after the termination date. Surviving provisions include Sections 14, 16, 18, 23, 24, and 26, and any other provisions that by their nature should survive.

16. RISK OF LOSS/LIMITATION OF LIABILITY

a. Risk of Loss**.** Buyer bears all risk of loss after Exchange Water is directed for delivery from Seller to Buyer to the MWD delivery point(s) identified in Sections 7.a and 7.b.

b. Limitation of Liability**.** Seller will not be liable to Buyer for any monetary damages of any kind or nature whatsoever, whether based on contract, warranty, tort (including negligence or strict liability), or otherwise, resulting from a failure to deliver Exchange Water under this Agreement. Buyer's only remedy will be a temporary restraining order, injunction, or specific performance of Seller's obligations under this Agreement; however; if, in a Contract Year, Seller is unable to perform on its obligations under this Agreement due to Regulatory Curtailments or other operational constraints under Sections 9.b or 9.c of this Agreement, Buyer's exclusive remedy, and Seller's liability, for Seller's breach of this Agreement shall be a full refund from Seller to Buyer of all payments made for Exchange Water not delivered.

17. MEASUREMENT

a. Metering**.** Measurement will be by certified meters at or upstream of the delivery point identified in Sections 7.a and 7.b, in AF to two decimal places.

b. Standards and Testing**.** Meters are MWD-owned and operated, and will be maintained, tested, and calibrated per their standards. Either Party may request testing upon five (5) business days' notice. If a meter is found out of tolerance as provided by the MWD Administrative Code, the Parties shall adjust invoices based on the best available data.

c. Estimation**.** If measurement is unavailable, volumes will be estimated using corroborating records (e.g., inflow/outflow, SCADA logs) and mutually agreed-upon methodologies.

18. INVOICING DISPUTES

a. Dispute Notice**.** Buyer will provide written notice of any invoice dispute within thirty (30) days of receipt, identifying disputed amounts and the basis for the dispute.

b. Undisputed amounts**.** Buyer will timely pay undisputed amounts. Disputed amounts may be withheld pending resolution.

c. Resolution**.** Finance representatives will meet and confer within ten (10) business days to resolve disputes. Any unresolved dispute proceeds under Section 24.

19. COMPLIANCE WITH LAWS

a. General Compliance**.** Each Party will comply with all applicable laws, regulations, permits, and orders, including Party-specific rules governing conveyance, exchange, and water quality.

b. No Impairment**.** Neither Party will take actions that would knowingly cause the other Party to violate applicable laws or permits in connection with this Agreement.

20. NOTICES

a. Method**.** Notices will be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail (return receipt), or email with confirmation, to the addresses below or as updated by notice.

b. Addresses**.**

i. Seller: San Diego County Water Authority, 4677 Overland Ave, San Diego, CA 92123, Attn: General Manager, ddenham@sdcwa.org and gm@sdcwa.org

ii. Buyer: City of Burbank – Burbank Water and Power, 164 West Magnolia Boulevard, Burbank, CA 91503-0631, rwilson@burbankca.gov

c. Effectiveness**.** Notices are effective upon receipt.

21. ASSIGNMENT

a. No Assignment Without Consent**.** Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of

the other Party. Buyer may not transfer any Exchange Water purchased under this Agreement to any other MWD member agency without Seller's prior written consent.

b. Binding Effect. Subject to the foregoing, this Agreement binds and benefits the Parties and their permitted successors and assigns.

22. INSURANCE

a. Coverage. Each Party will maintain, at its expense, insurance with financially sound insurers: (a) Commercial General Liability with limits not less than $2,000,000 per occurrence and $4,000,000 aggregate; (b) Workers' Compensation as required by law; and (c) Automobile Liability with limits not less than $1,000,000 combined single limit. Such coverage may be satisfied through a combination of primary and excess/umbrella coverage, or through a bona fide program of self-insurance.

b. Certificates. Upon request, a Party will provide certificates evidencing required coverage and endorsements naming the other Party as additional covered party for ongoing operations to the extent of contractual liabilities.

c. Changes. A Party will provide thirty (30) days' prior notice of cancellation or material reduction in coverage, where available.

23. INDEMNITY

a. Buyer's Indemnity. Buyer shall indemnify, defend, and hold harmless Seller and its officers, directors, employees, and agents from and against third-party claims connected with or resulting from the delivery of Exchange Water, or the failure to deliver Exchange Water, under this Agreement, including claims related to water quality, wildfire, decreased property values, seismic events, emergency, or reduced agricultural production.

b. Mutual Indemnity. Except for claims subject to Buyer's obligations in Section 23.a. above, each Party ("Indemnitor") will indemnify, defend, and hold harmless the other Party and its officers, directors, employees, and agents (collectively, "Indemnitees") from and against third-party claims to the extent arising out of Indemnitor's negligence, willful misconduct, or material breach of this Agreement. However, Seller's duty to indemnify, defend, and hold harmless Buyer will not extend to third-party claims arising from the performance of Seller's obligations under this Agreement once the Exchange Water has reached any MWD facility for delivery to Buyer.

c. Exclusions. No Party will be liable for consequential, incidental, exemplary, or punitive damages, except to the extent awarded to a third party and subject to indemnity hereunder.

Initials _____, _____

d. Procedure. Indemnitees will provide prompt notice of any claim, and the Parties will cooperate in the defense to the extent there is no direct conflict of interest between the Parties. Indemnitor will control the defense subject to Indemnitee's right to participate with its own counsel at its expense.

24. DISPUTE RESOLUTION

a. Informal Resolution**.** The Parties will first seek to resolve disputes through good faith negotiations between executive representatives.

b. Mediation**.** If the dispute remains unresolved within thirty (30) days of negotiations beginning between executive representatives, either Party may demand nonbinding mediation with a mutually agreed-upon mediator in Orange County, with costs shared equally between the Parties.

c. Venue; Relief**.** If mediation fails, disputes will be resolved in accordance with law and if litigation is initiated, the Parties consent to jurisdiction and venue in the state or federal courts in Orange County, State of California. Either Party may seek provisional or injunctive relief where appropriate.

25. MISCELLANEOUS

a. Entire Agreement**.** This Agreement constitutes the entire agreement and supersedes prior understandings regarding the subject matter.

b. Amendments**.** Amendments must be in writing and signed by both Parties.

c. No Third-Party Beneficiaries**.** Except as expressly provided, no third party is an intended beneficiary of this Agreement.

d. Independent Public Agencies**.** The Parties are independent public agencies; this Agreement does not create a partnership, joint venture, or agency.

e. Severability**.** If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to be enforceable, and the remainder remains in effect.

f. Waiver**.** No waiver is effective unless in writing. Failure to enforce any term of this Agreement is not a waiver of enforcement or future enforcement.

g. Counterparts; Electronic Signatures**.** This Agreement may be executed in counterparts and by electronic signatures, each deemed an original and together one instrument.

h. Further Assurances**.** Each Party will execute further documents as reasonably necessary to effectuate the purpose of this Agreement.

Initials _____, _____

i. Governing Law**.** This Agreement is governed by the laws of the State of California, without regard to conflict of law rules.

26. COORDINATION

a. Agency Coordination**.** The Parties will timely submit required forms, data, and confirmations to MWD and other applicable agencies for conveyance, delivery, storage, and exchange accounting.

b. Records Retention**.** Each Party will retain relevant records for at least four (4) years after the Contract Year to which they relate, or such longer period as may be required by law.

27. EXHIBITS

Exhibit A: 2025 Exchange Agreement
Exhibit B: 2025 Settlement Agreement
Exhibit C: Annual Quantity and Pricing

Initials _____, _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SAN DIEGO COUNTY WATER AUTHORITY, SELLER:

By: _____ Dated: August __, 2026
Dan Denham
San Diego County Water Authority, General Manager

APPROVED AS TO FORM:

By: _____ Dated: August __, 2026
David J. Edwards
San Diego County Water Authority, General Counsel

CITY OF BURBANK, BUYER:

By: _____ Dated: August __, 2026
Mandip Samra
City of Burbank, Burbank Water & Power General Manager

APPROVED AS TO FORM:

By: _____ Dated: August __, 2026
Lisa Kurihara
City of Burbank, Senior Assistant City Attorney

ATTEST:

By: _____ Dated: August __, 2026
Kimberley Clark
City of Burbank, City Clerk

Exhibit A

Initials _____, _____

Exhibit B

Initials _____, _____

Exhibit C

QUANTITIES AND PRICING

1. **Example of Contract Year Quantities Delivered and Reserved:**

Contract Year	Minimum Delivery Quantity	Reserved Quantity
2026	850	4,150
2027	850	4,150
2028	1,500	3,500
2029	1,800	3,200
2030	2,150	2,850
2031	2,600	2,400
2032	3,100	1,900
2033	3,500	1,500
2034	4,000	1,000
2035	4,500	500
2036	5,000	0
2037	5,000	0
2038	5,000	0
2039	5,000	0
2040	5,000	0
2041	5,000	0
2042	5,000	0
2043	5,000	0
2044	5,000	0
2045	5,000	0
2046	5,000	0
2047	5,000	0

2. **Supply Price.** Buyer shall pay Seller $979 per AF of Exchange Water delivered during the first Contract Year of the Term (Supply Price). The Supply Price shall escalate each Contract Year after the first Contract Year in an amount equal to the annual percentage increase in the CPI-U for Water and Sewerage index.

3. **MWD Exchange Costs**. In addition to the Supply Price, Seller shall pass-through and Buyer shall pay an exchange unit price equal to the MWD Exchange Costs for each AF of Exchange Water delivered, as outlined in the 2025 Exchange Agreement, and as set below:

Effective Date of Exchange Unit Price	Exchange Unit Price per Acre-Foot
January 1, 2026	$671
January 1, 2027	$671
January 1, 2028	$703

Initials _____, _____

Click or tap here to enter text.

January 1, 2029	$737
January 1, 2030	$772
January 1, 2031	$809
January 1, 2032	$848
January 1, 2033	$888
January 1, 2034	$930

After December 31, 2034, the MWD Exchange Costs shall escalate in the same manner and to the same extent provided in the 2025 Exchange Agreement.

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: August 25, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Fred Ramirez, Assistant Community Development Director
BY: Leonard Bechet, Principal Planner

SUBJECT: Approval of an Eighth Amendment to a Professional Services Agreement with Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists, for the Downtown Burbank Transit Oriented Development Specific Plan; and Amending the Fiscal Year 2025-26 Budget

RECOMMENDATION

1. Approve an Eighth Amendment to Professional Services Agreement (PSA) with Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists (Attachment 1) for the Downtown Burbank Transit Oriented Development (TOD) Specific Plan.

2. Amend Fiscal Year (FY) 2025-26 Budget by appropriating $249,834.

BACKGROUND

On May 5, 2020, the City entered into a Professional Services Agreement (PSA) with Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists (Moule & Polyzoides or Consultant), for preparation of the Downtown Burbank Transit Oriented Development (TOD) Specific Plan and the associated environmental review. The original PSA budget was $1,125,000.

Subsequent amendments to the PSA were approved as follows:

- First Amendment (September 8, 2020): Updated the Consultant's business name and extended the term to May 5, 2021.
- Second Amendment (April 6, 2021): Further updated the Consultant's business name and maintained the term extension to May 5, 2022.

- Third Amendment (November 16, 2021): Increased the Project budget by $22,000, resulting in a total of $1,147,000, and extended the term to November 16, 2022.
- Fourth Amendment (November 1, 2022): Increased the Project budget by $226,500, resulting in a total of $1,373,500, and extended the term to December 31, 2023.
- Fifth Amendment (December 30, 2023): Extended the PSA term to January 31, 2024.
- Sixth Amendment (January 30, 2024): Increased the Project budget by $314,000, resulting in a total of $1,687,500, and extended the term to June 30, 2025.
- Seventh Amendment (June 3, 2025): Extended the term of the PSA to June 29, 2026.

Approval of an Eighth Amendment is now requested to extend the term of the PSA to June 28, 2027, and increase the Project budget to support additional work necessary for completion of the Specific Plan document and the associated environmental analysis. The proposed amendment would increase the Project budget by $249,834, resulting in a revised total of $1,937,334.

DISCUSSION

Staff is requesting that the City Council approve an Eighth Amendment to the PSA with Moule & Polyzoides to extend the term of the PSA to June 28, 2027, and to increase the project budget by $249,834. Based on the work completed to date, it was determined that an increase to the Project budget would be necessary for Moule & Polyzoides to account for additional technical analysis and public outreach needed to facilitate the completion of the required environmental analysis and the specific plan. The additional funds would be used to complete the following tasks:

1. Provide additional project management due to the extension of the project schedule through June 2027.
2. Prepare the Sustainable Infrastructure Alternative (SIA), which will show how much growth the City can support through 2035 based on its existing electric power capacity and upgrades planned for the wastewater treatment plant.
3. Prepare the water and sewer demand spreadsheets for the Media District Specific Plan and the Golden State Specific Plan in order to enable Citywide sewer and water modeling that includes the growth potential of these two specific plans and the Downtown Burbank TOD Specific Plan.
4. Incorporate the SIA into the relevant sections of the Downtown Burbank TOD Specific Plan, including by adjusting the development potential, project phasing, and development assumptions.
5. Participate in additional rounds of Specific Plan review by City staff.
6. Incorporate the SIA into the project's Environmental Impact Reports (EIR).

7. Prepare a cultural resources study that includes checking the state's database of known archaeological and historic sites, called the California Historical Resources Information System (CHRIS), through the information center at Cal State Fullerton to see if any cultural resources have already been recorded in the Specific Plan area.
8. To achieve consistency with the Media District and Golden State Specific Plan EIRs, prepare two additional EIR sections – Aesthetics and Energy.
9. Add to the EIR noise analysis by taking short-term and long-term noise measurements during peak hours to better understand the current noise conditions in the Specific Plan area.

ENVIRONMENTAL REVIEW

This Report has no potential for resulting in a direct or indirect physical change to the environment and falls outside the definition of a "project" under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA pursuant to Section 15378 of Title 14 of the California Code of Regulations. However, this staff report is related to the proposed Eighth Amendment to a Professional Services Agreement and Amendment to the Fiscal Year 2025-2026 Budget related to the continued processing of the Downtown Burbank TOD Specific Plan and associated General Plan Amendment Project. The Downtown Burbank TOD Specific Plan Project is subject to CEQA, and a Program Environmental Impact Report (EIR) is being prepared for the Project.

FISCAL IMPACT

The total cost of the Eighth Amendment to the PSA for the Downtown Burbank TOD Specific Plan is $249,834. Therefore, staff is requesting Council authority to amend the FY 2025-26 Adopted Budget by appropriating $249,834 from revenue account number 001.ND000.30010.0000.00000 (General Fund, Non-Departmental, Unassigned Fund Balance) to expenditure account number 001.CD31A.62085.0000.23217 (General Fund, Community Development Planning, Other Professional Services, Downtown Burbank Specific Plan).

CONCLUSION

Staff recommends City Council approve the Eighth Amendment to the PSA with Moule & Polyzoides for the Downtown Burbank TOD Specific Plan. Approval of the amendment will ensure long-range planning projects are on track for completion by early 2027. Approving the Eighth Amendment is also consistent with the Burbank2035 General Plan Land Use and Housing Element Goals as well as the Realization Plan Program LU-3 that provides for the update to the City's existing specific plans as well as a creation of the Golden State Specific Plan while also increasing community participation in the City's planning processes.

ATTACHMENTS

Attachment 1 – Eighth Amendment to PSA for the Downtown Burbank TOD Specific Plan Update
Attachment 2 – Current Seventh Amendment to PSA for the Downtown Burbank TOD Specific Plan Update
Attachment 3 – Sixth Amendment to PSA for the Downtown Burbank TOD Specific Plan Update
Attachment 4 – Fifth Amendment to PSA for the Downtown Burbank TOD Specific Plan Update
Attachment 5 – Fourth Amendment to PSA for the Downtown Burbank TOD Specific Plan Update
Attachment 6 – Third Amendment to PSA for the Downtown Burbank TOD Specific Plan Update
Attachment 7 – Second Amendment to PSA for the Downtown Burbank TOD Specific Plan Update
Attachment 8 – First Amendment to PSA for the Downtown Burbank TOD Specific Plan Update
Attachment 9 – PSA for the Downtown Burbank TOD Specific Plan Update

EIGHTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

DATE: June 22, 2026

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Patrick Prescott
Title: Community Development Director
Telephone: (818) 238-5176

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists__

Representative: Name: Juan Gomez-Novey
Title Principal Managing Planner
Telephone: (626) 844-2400
Email: jgomeznovy@mparchitects.com

Mailing Address: 180 E. California Blvd.
Pasadena, CA 91105

TERM:

Original Commencement Date:	May 5, 2020
Original Completion Date:	May 5, 2021
First Amended Completion Date:	No Change
Second Amended Completion Date:	May 5, 2022
Third Amended Completion Date:	November 16, 2022
Fourth Amended Completion Date:	December 31, 2023
Fifth Amended Completion Date:	January 31, 2024
Sixth Amended Completion Date:	June 30, 2025
Seventh Amended Completion Date:	June 29, 2026
Eighth Amended Completion Date:	June 28, 2027

COST OF SERVICE:

Original Cost of Service: $1,125,000

ATTACHMENT 1 – 1

First Amendment to Cost of Service:	No Change
Second Amendment to Cost of Service:	No Change
Third Amendment to Cost of Service:	+$22,000
Fourth Amendment to Cost of Service:	+$226,500
Fifth Amendment to Cost of Service:	No Change
Sixth Amendment to Cost of Service:	+$314,000
Seventh Amendment to Cost of Service:	No Change
Eighth Amendment to Cost of Service:	+249,834
Revised Cost of Service:	$1,937,334

THIS EIGHTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), is made and entered into the date listed above (the "Effective Date"), by and between **THE CITY OF BURBANK**, a municipal corporation (the "City") and **ELIZABETH MOULE & STEFANOS POLYZOIDES, ARCHITECTS AND URBANISTS** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a Professional Services Agreement dated May 5, 2020, as amended by that certain First Amendment, dated September 8, 2020, as amended by that certain Second Amendment, dated April 6, 2021, as amended by that certain Third Amendment dated November 16, 2021, as amended by that certain Fourth Amendment dated November 1, 2022, as amended by that certain Fifth Amendment dated December 30, 2023, as amended by that certain Sixth Amendment dated January 30, 2024, as amended by that certain Seventh Amendment dated June 3, 2025 (collectively the "Agreement"), for Consultant to prepare the Downtown Burbank Transit Oriented Development ("TOD") Specific Plan, and conduct related environmental review under the California Environmental Quality Act ("CEQA"). Now City and Consultant desire to again amend the Agreement with this Amendment in order to provide additional Specific Plan and Environmental Impact Report (EIR) services, including technical studies, infrastructure analysis, and project coordination, and to extend the term of the Agreement to June 28, 2027.

2.0 Amendment to Services. In addition to the services to be performed in the Agreement, Consultant, as an independent Contractor, agrees to perform during the term of the Agreement, each and every of the additional services set forth on the "Amended Scope of Services" attached hereto as Exhibit A-8. The initiation of Service by the Consultant will commence upon receipt of a written notice from the Designated Official or Project Manager authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official or Project Manager.

3.0 Amendment to Compensation. The total compensation payable by the City to the Consultant as set forth in Section 3.0 of the Professional Services Agreement is hereby amended to a not to exceed amount of $1,937,334. The City shall pay for the amended services of Consultant set forth in Exhibit A-8 as indicated on the "Amended

Schedule of Compensation" attached hereto as Exhibit B-8.

4**.0** **Amendment to Term.** The Parties hereby agree, as provided in Section 2.1 of the Professional Services Agreement, that the Term is hereby extended to June 28, 2027.

5.0 **Execution Counterparts.** This Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

6.0 **Ratification of Professional Services Agreement.** All other provisions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect and are specifically incorporated herein.

[Signature Page on the Following Page]

In recognition of the obligations stated in this Amendment, the parties have executed this Amendment on the date indicated above.

"CONSULTANT"	"CITY"
_____	By: _____
Signature	Signature
_____	Patrick Prescott
Name (please print)	Name (please print)
_____	Community Development Director
Title	Title
If Consultant is a Corporation or LLC, a second signature is required.	Approved as to Form Office of the City Attorney
_____	By: _____
Signature	Signature
_____	Ray Johal
Name (please print)	Name (please print)
_____	Senior Assistant City Attorney
Title	Title
	ATTEST: Office of the City Clerk
	By: _____
	Signature
	Kimberley Clark
	Name (please print)
	City Clerk
	Title

EXHIBIT A-8

AMENDED SCOPE OF SERVICES

Consultant shall perform the following amended services for the benefit of the City:

1. Task 1.3 is updated to include the following additional work:

    a. Continued participation in regularly-scheduled weekly meetings with City staff and providing materials for the City's quarterly reports to Metro.

    Deliverables for Task 1.3 will be adjusted accordingly to accommodate the additional scope of work. All other elements and deliverables in Task 1.3 shall remain the same.

2. Tasks 5.4 and 5.5 are updated to include the following additional work:

    a. Prepare the revised SIA development potential spreadsheets and maps.

    b. Adjust the project boundary per City direction.

    c. Work with City staff to coordinate the incorporation of the SIA into the Specific Plan and the EIR.

    d. Participate in three rounds of draft specific plan document reviews.

    Deliverables for Tasks 5.4 and 5.5 will be adjusted accordingly to accommodate the additional scope of work. All other elements and deliverables in Tasks 5.4 and 5.5 shall remain the same.

3. Task 6.3 is upated to include the following additional work:

    a. Update the water and sewer demand data and maps for the Downtown TOD Specific Plan, the Media District Specific Plan, and the Golden State Specific Plan with the revised SIA development potential. Public Works staff will use the data to run the water and sewer demand models for all three specific plan projects, and provide Fuscoe with the Downtown Burbank TOD outputs and provide memorandums to the EIR consultants of each team to inform the EIR of each project.

    b. Prepare the text and exhibits for the Downtown Burbank TOD Specific Plan Infrastructure chapter.

    c. Review the various SIA technical studies and information prepared by Fuscoe and Fehr & Peers (water, sewer, VMT, ADT), determine the impacts, and incorporate into the EIR.

d. Prepare a cultural resources analysis, including a CHRIS records search at the South Central Coastal Information Center located at California State University, Fullerton to identify previously recorded cultural resources and previous studies.

e. Prepare two new additional EIR sections – Aesthetics and Energy – to be consistent with the Media District Specific Plan EIR sections.

f. Conduct up to six short term (15-minute) peak-hour noise measurements and up to three long-term (48 hour) measurements to characterize existing ambient noise levels in the project area.

Deliverables for Task 6.3 will be adjusted accordingly to accommodate the additional scope of work. All other elements and deliverables in Task 6.3 shall remain the same.

EXHIBIT B-8

AMENDED SCHEDULE OF COMPENSATION

For the services outlined in Amended Scope of Services above, the Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

□ **Time and Materials**: The City shall pay for the services on a time-and-material basis. Consultant shall invoice the City for all actual hours of work performed in accordance with this First Amendment at the following rates:

SUMMARY: ALL TASKS

Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Fuscoe		Kosmont		Rincon		Arellano	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
TASKS 1 -2 AND 4 - 7																
Fee	8,508	$ 1,471,826	3,889	$ 660,809	669	$ 116,145	188	$ 25,430	796	$ 143,590	225	$ 59,525	2,741	$ 386,663	-	$ 79,664
Expenses		$ 80,978		$ 1,528		$ 7,155		$ -		$ -		$ 500		$ 18,845		$ 52,950
Subtotal Tasks 1 - 2 and 4 -7	**8,508**	**$ 1,552,804**	**3,889**	**$ 662,337**	**669**	**$ 123,300**	**188**	**$ 25,430**	**796**	**$ 143,590**	**225**	**$ 60,025**	**2,741**	**$ 405,508**	**-**	**$ 132,614**
Task 3																
Fee	2,039	$ 347,015	16	$ 3,520	2,023	$ 343,495	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Expenses		$ 37,515		$ -		$ 37,515		$ -		$ -		$ -		$ -		$ -
Subtotal Task 3	**2,039**	**$ 384,530**	**16**	**$ 3,520**	**2,023**	**$ 381,010**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**
Fee Subtotal per Firm	**10,547**	**$ 1,818,841**	**3,905**	**$ 664,329**	**2,692**	**$ 459,640**	**188**	**$ 25,430**	**796**	**$ 143,590**	**225**	**$ 59,525**	**2,741**	**$ 386,663**	**-**	**$ 79,664**
Expenses per Firm		**$ 118,493**		**$ 1,528**		**$ 44,670**		**$ -**		**$ -**		**$ 500**		**$ 18,845**		**$ 52,950**
TOTAL FEE	**10,547**	**$ 1,937,334**	**3,905**	**$ 665,857**	**2,692**	**$ 504,310**	**188**	**$ 25,430**	**796**	**$ 143,590**	**225**	**$ 60,025**	**2,741**	**$ 405,508**	**-**	**$ 132,614**

ATTACHMENT 1 – 7

SEVENTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

DATE: June 3, 2025

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Patrick Prescott
Title: Community Development Director
Telephone: (818) 238-5176

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists

Representative: Name: Juan Gomez-Novey
Title Principal Managing Planner
Telephone: (626) 844-2400
Email: jgomeznovy@mparchitects.com

Mailing Address: 180 E. California Blvd.
Pasadena, CA 91105

TERM:

Original Commencement Date:	May 5, 2020
Original Completion Date:	May 5, 2021
First Amended Completion Date:	No Change
Second Amended Completion Date:	May 5, 2022
Third Amended Completion Date:	November 16, 2022
Fourth Amended Completion Date:	December 31, 2023
Fifth Amended Completion Date:	January 31, 2024
Sixth Amended Completion Date:	June 30, 2025
Seventh Amended Completion Date:	June 29, 2026

COST OF SERVICE:

Original Cost of Service:	$1,125,000
First Amendment to Cost of Service:	No Change

ATTACHMENT 2 - 1

Second Amendment to Cost of Service:	No Change
Third Amendment to Cost of Service:	+$22,000
Fourth Amendment to Cost of Service:	+$226,500
Fifth Amendment to Cost of Service:	No Change
Sixth Amendment to Cost of Service:	+$314,000
Seventh Amendment to Cost of Service:	No Change
Revised Cost of Service:	$1,687,500

THIS SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), is made and entered into the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and ELIZABETH MOULE & STEFANOS POLYZOIDES, ARCHITECTS AND URBANISTS (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a Professional Services Agreement dated May 5, 2020, as amended by that certain First Amendment, dated September 8, 2020, as amended by that certain Second Amendment, dated April 6, 2021, as amended by that certain Third Amendment dated November 16, 2021, as amended by that certain Fourth Amendment dated November 1, 2022, as amended by that certain Fifth Amendment dated December 30, 2023, as amended by that certain Sixth Amendment dated January 30, 2024 (collectively the "Agreement"), for Consultant to prepare the Downtown Burbank Transit Oriented Development ("TOD") Specific Plan, and conduct related environmental review under the California Environmental Quality Act ("CEQA"). Now, City and Consultant desire to amend the Agreement with this Amendment in order to extend the term of the Agreement to continue with these services. Capitalized terms not defined herein shall have the meaning assigned to such term in the Agreement.

2.0 Amendment to Term. The Parties hereby agree, as provided in Section 2.1 of the Professional Services Agreement, that the Term is hereby extended to June 29, 2026.

3.0 Execution Counterparts. This Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

4.0 Ratification of Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect and are specifically incorporated herein.

In recognition of the obligations stated in this Amendment, the parties have executed this Amendment on the date indicated above.

"CONSULTANT"

Signature

Stefanos Polyzoides

Name (please print)

Vice-President

Title

If Consultant is a Corporation or LLC, a second signature is required.

Signature

Elizabeth Moule

Name (please print)

Chairman

Title

"CITY"

By: Patrick Prescott

Signature

Patrick Prescott

Name (please print)

Community Development Director

Title

Approved as to Form
Office of the City Attorney

By: Lisa Kurihara

Signature

Lisa Kurihara

Name (please print)

Senior Assistant City Attorney

Title

SIXTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

DATE: January 30, 2024

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Patrick Prescott
Title: Community Development Director
Telephone: 818-238-5176

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists

Representative: Name: Juan Gomez-Novey
Title Principal Managing Planner
Telephone: 626-844-2400
Email: jgomeznovy@mparchitects.com

Mailing Address: 180 E. California Blvd
Pasadena, CA 91105

TERM:

Original Commencement Date:	May 5, 2020
Original Completion Date:	May 5, 2021
First Amended Completion Date:	No Change
Second Amended Completion Date:	May 5, 2022
Third Amended Completion Date:	November 16, 2022
Fourth Amended Completion Date:	December 31, 2023
Fifth Amended Completion Date:	January 31, 2024
Sixth Amended Completion Date:	June 30, 2025

COST OF SERVICE:

Original Cost of Service:	$1,125,000
First Amendment to Cost of Service:	No Change
Second Amendment to Cost of Service:	No Change
Third Amendment to Cost of Service:	$ 22,000

Fourth Amendment to Cost of Service:	$ 226,500
Fifth Amendment to Cost of Service:	No Change
Sixth Amendment to Cost of Service:	$ 314,000
Revised Cost of Service:	$1,687,500

THIS SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), is made and entered into on the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and **ELIZABETH MOULE & STEFANOS POLYZOIDES, ARCHITECTS AND URBANISTS** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a Professional Services Agreement dated May 5, 2020, as amended by that certain First Amendment, dated September 8, 2020, as amended by that certain Second, Amendment, dated April 6, 2021, as amended by that certain Third Amendment dated November 16, 2021, as amended by that certain Fourth Amendment dated November 1, 2022, as amended by that certain Fifth Amendment dated December 30, 2023, (collectively the "Agreement") for Consultant to prepare the Downtown Burbank Transit Oriented Development ("TOD") Specific Plan, conduct related environmental review under the California Environmental Quality Act ("CEQA"). Now City and Consultant desire to again amend the Agreement with this Sixth Amendment in order to expand upon existing work and complete additional work, including an additional environmental analysis of an increased growth Project alternative, forecasting and analysis of City utility capacity, provisions to hold three additional in-person community workshops, additional work associated with review and completion of the draft specific plan document, additional analysis work associated with the redevelopment of the Civic Center portion of the plan area, and to extend the term of the Agreement.

2.0 Amendment to Services. In addition to the services to be performed in the Agreement, Consultant, as an independent Contractor, agrees to perform during the term of the Agreement, each and every of the additional services set forth on the "Amended Scope of Services" attached hereto as Exhibit A-6. The initiation of Service by the Consultant will commence upon receipt of a written notice from the Designated Official or Project Manager authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official or Project Manager.

3.0 Amendment to Compensation. The total compensation payable by the City to the Consultant as set forth in Section 3.0 of the Professional Services Agreement is hereby amended to a not to exceed amount of $1,687,500. The City shall pay for the amended services of Consultant set forth in Exhibit A-6 as indicated on the "Amended Schedule of Compensation" attached hereto as Exhibit B-6.

4.0 Amendment to Term. The Parties hereby agree, as provided in Section 2.1 of

the Professional Services Agreement, that the Term is hereby extended to June 30, 2025.

5.0 Execution Counterparts. This Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

6.0 Ratification of Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect and are specifically incorporated herein.

[Signature Page on the Following Page]

In recognition of the obligations stated in this Sixth Amendment, the parties have executed this Sixth Amendment on the date indicated above.

"CONSULTANT"

By: _____
Signature

STEFANOS POLYZOIDES
Name (please print)

Exec VP
Title

If Consultant is a Corporation or LLC, a second signature is required.

By: _____
Signature

ELIZABETH MOORE
Name (please print)

Chairperson.
Title

"CITY"

By: _____
Signature

Patrick Prescott
Name (please print)

Community Development Director
Title

Approved as to Form
Office of the City Attorney

By: _____
Signature

Lisa Kurihara
Name (please print)

Senior Assistant City Attorney
Title

ATTEST:
Office of the City Clerk

By: _____
Signature

kimberley clark
Name (please print)

city clerk
Title

EXHIBIT A-6

AMENDED SCOPE OF SERVICES

Consultant shall perform the following additional/amended services for the benefit of the City:

1. Task 4.4 – Task 4.4 is updated to include nine public workshops, including the following: one (1) Discovery Workshop; four (4) Visioning and Development Strategy Workshops; three (3) Final Alternative Workshops; and one (1) Public Draft Specific Plan Workshop.

   Deliverables for Task 4.4 are updated to include Consultant's attendance in person at six of the nine workshops.

   All other elements and deliverables in Task 4.4 shall remain the same.

2. Task 5.2 – the Deliverables for Task 5.2 are updated to include delivery of the Draft TOD Specific Plan, including a Draft with two rounds of consolidated Staff comments.

   All other elements and deliverables in Task 5.2 shall remain the same.

3. Task 6.1 – the Deliverables for Task 6.1 are updated to include up to three (3) iterations of the Notice of Preparation (including the Initial Study), submission to the County Recorder and the State Clearinghouse.

   All other elements and deliverables in Task 6.1 shall remain the same.

4. Task 6.2 – the Deliverables for Task 6.2 are updated to include Consultant's attendance at up to three (3) Scoping and Community Meetings, either in person or via videoconference, if necessary.

   All other elements and deliverables in Task 6.2 shall remain the same.

5. Task 6.3 – The Work included within Task 6.3 and Deliverables are amended and restated in their entirety as follows:

   TASK 6.3: Prepare Administrative Draft Environmental Impact Report (EIR)
   Rincon will prepare a complete administrative Draft EIR for review by City Staff prior to publication. The administrative Draft EIR will include all text, tables, analysis, and figures as well as the following required sections:

   1. Executive Summary
   2. Introduction
   3. Project Description

4. Environmental Impact Analysis
5. Other CEQA Discussions (Growth Inducement, Significant Irreversible Environmental Effects)
6. Alternatives
7. References

We anticipate that the EIR will include detailed analysis of the following environmental issues:

- Aesthetics
- Air Quality (including a Health Risk Assessment)
- Cultural Resources (historic and archaeological), including incorporation of findings of historic resources assessment of Civic enter Opportunity Sites.
- Energy
- Greenhouse Gases
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Population and Housing
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems (including a Water Supply Assessment)

All project impacts will be compared to established thresholds of significance and will be quantified as appropriate and feasible. Air pollutant and greenhouse gas emissions and associated health risks will be modeled using industry standard methodologies. The tribal cultural resources analysis will include compliance with the requirements of SB 18 and AB 52. With the exception of the transportation section, all technical work will be prepared by Rincon staff.

Increased Growth Alternative Analysis
The EIR will include a comprehensive analysis of the Increased Growth Alternative. The analysis will individually address the same thresholds that will be analyzed for each EIR section under the proposed Project. The quantitative analysis will be expanded for air quality and GHG emissions, utilities/service systems, the Water Supply Assessment, and the Health Risk Assessment (HRA). This scope also includes responses to up to two rounds of City reviews for this analysis under the Public Review Draft EIR.

Air Quality and Health Risk Assessment
Air quality shall be modelled via the 2022 web-based version of CalEEMod for a total of six CalEEMod scenarios (four construction scenarios and two operational scenarios).

The Health Risk Assessment (HRA) shall also include a refined risk assessment of the emissions from natural gas combustion associated with the power plant units located on the Burbank Water and Power Magnolia campus so that an evaluation of the potential health risks to future residents may be evaluated as part of the HRA. The analysis and mitigation measures will be applied to the Preferred Project and Increased Growth Alternative.

Cultural Resources Assessment
For the cultural resources assessment, Consultant is informed and believes that Architectural Resources Group (ARG) will be providing historic preservation consulting services to inform anticipated development at the Burbank Civic Center. ARG's efforts will include a historical resources assessment of the Burbank Central Library and the development of design parameters for development adjacent to Burbank City Hall. Rincon will peer review the historical resources documentation prepared by ARG to support an independent and defensible CEQA analysis. The peer review will be completed by a qualified architectural historian and will consider professional best practices and the guidelines of the National Park Service, California Office of Historic Preservation, and City of Burbank. The findings of the peer review will subsequently be summarized in a technical memorandum. For the purposes of this scope and cost amendment, Rincon anticipates one round of review will be required and the documentation prepared by ARG will be determined adequate. Rincon will subsequently use the ARG findings to inform the CEQA analysis for the Burbank Downtown TOD Specific Plan, specifically relating to proposed development at the Burbank Civic Center.

Consultant anticipates additional project management and meeting attendance will be required to support the peer review process, collaboration with the Burbank Civic Center development team, and other associated items. Consultant shall provide up to 16 hours of staff time of a senior architectural historian to support project management of this task and meeting attendance.

Burbank Central Library Analysis
The cultural resources assessment also includes preparation of the analysis for demolition of the Burbank Central Library. Demolition activities will be described in the Project Description and Initial Study and potential impacts will be addressed under five EIR issue areas in the Alternatives section. Rincon has also included time to address City comments regarding the analysis in the Public Review Draft EIR, and to respond to comments in the Final EIR. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. Consultant and City will reevaluate the effort level and prepare a scope amendment, if necessary upon close of the public comment period.

GIS Support
As part of the effort to provide support to Moule & Polyzoides and City staff for

preparation of the Specific Plan, Rincon will provide the number of residential parcels and number of residential units within the: a) Downtown SP boundary, b) the SP area + 500 ft radius, c) the SP area + 1,000 ft radius, and d) comparing to the City as a whole. Parcels zoned R-1, R-2, R-3, R-4, and R-5 (if any) will be counted. This scope also includes preparation of the figures associated with this analysis.

Water and Sewer Demand
Fuscoe will prepare water and sewer demand spreadsheets for the Downtown Burbank project, the Media District Specific Plan project, and the Golden State Specific Plan project for water and sewer modelling by others. Fuscoe will incorporate the findings of the Downtown water and sewer modeling into a technical report for inclusion in the EIR.

Upon incorporation of comments from City staff on the administrative Draft EIR, Rincon will provide a Screen check Draft EIR for Staff review to confirm all comments have been addressed.

Deliverables for Task 6.3: Administrative Draft EIR, including all required technical studies (Air Quality/HRA, Cultural Resources Assessment, Greenhouse Gases, Transportation, Water Supply Assessment) followed by a Screen check Draft EIR.

EXHIBIT B-6

AMENDED SCHEDULE OF COMPENSATION

For the services outlined in the Agreement and the Amended Scope of Services above, the Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

□ **Time and Materials**: The City shall pay for the services on a time-and-material basis. Consultant shall invoice the City for all actual hours of work performed in accordance with this Sixth Amendment at the following rates:

SUMMARY: ALL TASKS

Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Fuscoe		Kosmont		Rincon		Arellano	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
TASKS 1 - 2 and 4 - 7																
Task	**Total**		**Moule & Polyzoides**		**Fehr & Peers**		**Studio-MLA**		**Fusco**		**Kosmont**		**Rincon**		**Arellano**	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
Task 1: GENERAL PROJECT ADMINISTRATION																
1.1 Kick-off Meeting	18	$ 3,980	6	$ 1,400	-	$ -	8	$ 1,780	-	$ -	4	$ 1,300	-	$ -	-	$ -
1.2. Ongoing Inter- and Intra-Departmental Coordination	39	$ 9,155	28	$ 5,680	-	$ -	-	$ -	-	$ -	11	$ 3,475	-	$ -	-	$ -
1.3. Project Management	194	$ 40,200	194	$ 40,200	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 1	251	$ 53,335	228	$ 47,280	-	$ -	8	$ 1,780	-	$ -	15	$ 4,775	-	$ -	-	$ -
Task 2: SPECIFIC PLAN/STATION AREA ANALYSIS																
2.1. Existing Conditions Analysis	126	$ 17,900	58	$ 8,840	-	$ -	68	$ 9,060	-	$ -	-	$ -	-	$ -	-	$ -
2.2. Coordinate with Metro on Transit-Supportive Planning Toolkit Integration	20	$ 4,240	20	$ 4,240	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
2.3. Analysis of Opportunity Sites	226	$ 35,305	82	$ 13,160	72	$ 12,545	72	$ 9,600	-	$ -	-	$ -	-	$ -	-	$ -
2.4. Market and Development Feasibility Study / Community Benefit Strategy	191	$ 48,525	6	$ 1,400	-	$ -	-	$ -	-	$ -	185	$ 47,125	-	$ -	-	$ -
2.5. Parking Study and Management Plan/TDM	195	$ 33,450	6	$ 1,400	189	$ 32,050	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 2	758	$ 139,420	172	$ 29,040	261	$ 44,595	140	$ 18,660	-	$ -	185	$ 47,125	-	$ -	-	$ -
Task 3: SB 743 TRAVEL DEMAND MODEL UPDATE AND TRANSPORTATION CEQA ANALYSIS																
3.1. Travel Demand Model Update	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.2. Burbank Center Plan Update Transportation Report	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.3. EIR Support	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.4. Develop VMT Evaluation Tool for Incoming Development Projects	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 3	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Task 4: STAKEHOLDER AND PUBLIC OUTREACH																
4.1. Prepare and Implement Outreach Plan	35,821	$ 102,040	126	$ 22,368	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	35,695	$ 79,671
4.2. Town Hall Briefing	6	$ 1,400	6	$ 1,400	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
4.3. Conduct Focus Groups with Key Community Stakeholders	60	$ 15,525	35	$ 7,900	-	$ -	-	$ -	-	$ -	25	$ 7,625	-	$ -	-	$ -
4.4. Workshops	256	$ 47,400	256	$ 47,400	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
4.5. Briefings with Elected Officials	22	$ 5,240	22	$ 5,240	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 4	36,165	$ 171,605	445	$ 84,309	-	$ -	-	$ -	-	$ -	25	$ 7,625	-	$ -	35,695	$ 79,671
Task 5: PREPARE PLANNING DOCUMENTS																
5.1. Vision and Guiding Principles	370	$ 62,620	366	$ 61,880	-	$ -	4	$ 740	-	$ -	-	$ -	-	$ -	-	$ -
5.2 Prepare Draft TOD Specific Plan	1,614	$ 264,192	1,341	$220,680	-	$ -	148	$ 21,030	125	$ 22,482	-	$ -	-	$ -	-	$ -
5.3 Prepare Draft General Plan Land Use Map and Zoning	71	$ 11,220	71	$ 11,220	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
5.4. Release Draft TOD Specific Plan to the Public	41	$ 6,660	41	$ 6,660	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
5.5. Finalize General Plan Land Use Policy Map and TOD Specific Plan	111	$ 17,840	103	$ 16,560	-	$ -	8	$ 1,280	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 5	2,207	$ 362,532	1,922	$317,000	-	$ -	160	$ 23,050	125	$ 22,482	-	$ -	-	$ -	-	$ -
Task 6: PREPARE CEQA DOCUMENT																
6.1. Prepare Notice of Preparation (NOP)	158	$ 20,582	6	$ 1,080	-	$ -	-	$ -	-	$ -	-	$ -	152	$ 19,502	-	$ -
6.2. Public Scoping and Community Meeting	58	$ 8,761	4	$ 720	-	$ -	-	$ -	-	$ -	-	$ -	54	$ 8,041	-	$ -
6.3. Prepare Administrative Draft EIR	2,620	$ 397,568	39	$ 7,660	409	$ 71,550	-	$ -	494	$ 90,000	-	$ -	1,678	$228,358	-	$ -
6.4. Public Review of Draft EIR, NOA, and Planning Board Hearing	91	$ 13,499	3	$ 540		$ -		$ -		$ -		$ -	88	$ 12,959		$ -
6.5. Prepare Reponses to Comments	76	$ 11,107	7	$ 1,260	-	$ -	-	$ -	-	$ -	-	$ -	69	$ 9,847	-	$ -
6.6. Prepare Draft MMRP	14	$ 2,003	3	$ 540	-	$ -	-	$ -	-	$ -	-	$ -	11	$ 1,463	-	$ -
6.7 Prepare Final EIR	106	$ 18,425	7	$ 1,260	-	$ -	-	$ -	-	$ -	-	$ -	99	$ 17,165	-	$ -
6.8. Final Filings	10	$ 1,345	2	$ 360	-	$ -	-	$ -	-	$ -	-	$ -	8	$ 985	-	$ -
6.9. CEQA Streamlining Checklist	90	$ 16,080	6	$ 1,080									84	$ 15,000		
Subtotal Task 6	3,223	$ 489,370	77	$ 14,500	409	$ 71,550	-	$ -	494	$ 90,000	-	$ -	2,243	$313,320	-	$ -
Task 7: PUBLIC NOTICE AND PUBLIC HEARINGS																
7.1. City Boards and Commissions (6 meetings)	24	$ 6,240	24	$ 6,240	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
7.2. Planning Board Public Hearing (3 meetings)	12	$ 3,120	12	$ 3,120	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
7.3. City Council Public Hearing (3 meetings)	12	$ 3,120	12	$ 3,120	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 7	48	$ 12,480	48	$ 12,480	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Fee Subtotal per Firm: Tasks 1 - 2 and 4 - 7	42,652	$1,228,742	2,892	$504,609	670	$116,145	308	$ 42,990	619	$112,482	225	$ 59,525	2,243	$313,320	35,695	$ 79,671
Expenses per Firm: Tasks 1 - 2 and 4 - 7		$ 74,055		$ 1,260		$ 7,155		$ -		$ -		$ 500		$ 12,190		$ 52,950
TOTAL FEE TASKS 1 - 2 and 4 - 7	42,652	$ 1,302,797	2,892	$ 505,869	670	$ 123,300	308	$ 42,990	619	$ 112,482	225	$ 60,025	2,243	$ 325,510	35,695	$ 132,621

SUMMARY: ALL TASKS

Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Fuscoe		Kosmont		Rincon		Arellano	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
TASK 3																
Task	**Total**		**Moule & Polyzoides**		**Fehr & Peers**		**Studio-MLA**		**Fusco**		**Kosmont**		**Rincon**		**Outreach**	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
Task 3: SB 743 TRAVEL DEMAND MODEL UPDATE AND TRANSPORTATION CEQA ANALYSIS																
3.1. Travel Demand Model Update	1,775	$ 297,885	8	$ 1,760	1,767	$296,125	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.2. Burbank Center Plan Update Transportation Report	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.3. EIR Support	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.4. Develop VMT Evaluation Tool for Incoming Development Projects	264	$ 49,130	8	$ 1,760	256	$ 47,370	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Fee Subtotal per Firm: Task 3	2,039	$ 347,015	16	$ 3,520	2,023	$343,495	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Expenses per Firm: Task 3		$ 37,515		$ -		$ 37,515		$ -		$ -		$ -		$ -		$ -
TOTAL FEE TASK 3	2,039	$ 384,530	16	$ 3,520	2,023	$ 381,010	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -

SUMMARY: ALL TASKS																
Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Fuscoe		Kosmont		Rincon		Arellano	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
TASKS 1 -2 AND 4 - 7																
Fee	42,652	$1,228,742	2,892	$504,609	670	$116,145	308	$ 42,990	619	$112,482	225	$ 59,525	2,243	$313,320	35,695	$ 79,671
Expenses		$ 74,055		$ 1,260		$ 7,155		$ -		$ -		$ 500		$ 12,190		$ 52,950
Subtotal Tasks 1 - 2 and 4 -7	42,652	$1,302,797	2,892	$505,869	670	$123,300	308	$ 42,990	619	$112,482	225	$ 60,025	2,243	$325,510	35,695	$132,621
Task 3																
Fee	2,039	$ 347,015	16	$ 3,520	2,023	$343,495	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Expenses		$ 37,515		$ -		$ 37,515		$ -		$ -		$ -		$ -		$ -
Subtotal Task 3	2,039	$ 384,530	16	$ 3,520	2,023	$381,010	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Fee Subtotal per Firm	44,691	$1,575,757	2,908	$508,129	2,693	$459,640	308	$ 42,990	619	$112,482	225	$ 59,525	2,243	$313,320	35,695	$ 79,671
Expenses per Firm		$ 111,570		$ 1,260		$ 44,670		$ -		$ -		$ 500		$ 12,190		$ 52,950
TOTAL FEE	44,691	$ 1,687,327	2,908	$ 509,389	2,693	$ 504,310	308	$ 42,990	619	$ 112,482	225	$ 60,025	2,243	$ 325,510	35,695	$ 132,621

FIFTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

DATE: December 30, 2023

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Patrick Prescott
Title: Community Development Director
Telephone: 818-238-5176

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists

Representative: Name: Juan Gomez-Novey
Title Principal Managing Planner
Telephone: 626-844-2400
Email: jgomeznovy@mparchitects.com

Mailing Address: 180 E. California Blvd
Pasadena, CA 91105

TERM:

Original Commencement Date:	May 5, 2020
Original Completion Date:	May 5, 2021
First Amended Completion Date:	No Change
Second Amended Completion Date:	May 5, 2022
Third Amended Completion Date:	November 16, 2022
Fourth Amended Completion Date:	December 31, 2023
Fifth Amended Completion Date:	January 31, 2024

COST OF SERVICE:

Original Cost of Service:	$1,125,000
First Amendment to Cost of Service:	No Change
Second Amendment to Cost of Service:	No Change
Third Amendment to Cost of Service:	$ 22,000
Fourth Amendment to Cost of Service:	$ 226,500

Fifth Amendment to Cost of Service:	No Change
Revised Cost of Service:	$1,373,500

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), is made and entered into on the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and **ELIZABETH MOULE & STEFANOS POLYZOIDES, ARCHITECTS AND URBANISTS** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a Professional Services Agreement dated May 5, 2020, as amended by that certain First Amendment, dated September 8, 2020, as amended by that certain Second Amendment, dated April 6, 2021, as amended by that certain Third Amendment dated November 16, 2021, as amended by that certain Fourth Amendment dated November 1, 2022, (collectively the "Agreement") for Consultant to prepare the Downtown Burbank Transit Oriented Development ("TOD") Specific Plan, and conduct related environmental review under the California Environmental Quality Act ("CEQA"). Now City and Consultant desire to again amend the Agreement with this Fifth Amendment in order to extend the term of the Agreement due to additional time needed by both Parties to complete the work.

2.0 Amendment to Term. The Parties hereby agree, as provided in Section 2.1 of the Professional Services Agreement, that the Term is hereby extended to January 31, 2024.

3.0 Execution Counterparts. This Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

4.0 Ratification of Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect and are specifically incorporated herein.

[Signature Page on the Following Page]

In recognition of the obligations stated in this Fifth Amendment, the parties have executed this Fifth Amendment on the date indicated above.

"CONSULTANT"

By: _____
Signature

Liz Mowle
Name (please print)

Chairperson
Title

If Consultant is a Corporation or LLC, a second signature is required.

By: _____
Signature

Stefanos Poulides
Name (please print)

Exec V.P.
Title

"CITY"

By: _____
Signature

PATRICK PRESCOTT
Name (please print)

COMMUNITY DEVELOPMENT DIRECTOR
Title

Approved as to Form
Office of the City Attorney

By: _____
Signature

Lisa Kurihara
Name (please print)

Senior Assistant City Attorney
Title

ATTEST:
Office of the City Clerk

By: _____
Signature

kimberley clark
Name (please print)

city clerk
Title

FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

DATE: November 1, 2022

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Patrick Prescott
Title: Community Development Director
Telephone: 818-238-5176

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists

Representative: Name: Juan Gomez-Novey
Title Principal Managing Planner
Telephone: 626-844-2400
Email: jgomeznovy@mparchitects.com

Mailing Address: 180 E. California Blvd.
Pasadena, CA 91105

TERM:

Original Commencement Date:	May 5, 2020
Original Completion Date:	May 5, 2021
First Amended Completion Date:	No Change
Second Amended Completion Date:	May 5, 2022
Third Amended Completion Date:	November 16, 2022
Fourth Amended Completion Date:	December 31, 2023

COST OF SERVICE:

Original Cost of Service:	$1,125,000
First Amendment to Cost of Service:	No Change
Second Amendment to Cost of Service:	No Change
Third Amendment to Cost of Service:	$ 22,000
Fourth Amendment to Cost of Services:	$ 226,500
Revised Cost of Service:	$1,373,500

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), is made and entered into on the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and ELIZABETH MOULE & STEFANOS POLYZOIDES, ARCHITECTS AND URBANISTS (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a Professional Services Agreement dated May 5, 2020 ("Agreement"), as amended by that certain First Amendment, dated September 8, 2020; as amended by that certain Second Amendment, dated April 6, 2021; and as amended by that certain Third Amendment, dated November 16, 2021 (collectively, the "Agreement"), for Consultant to prepare the Downtown Burbank Transit Oriented Development ("TOD") Specific Plan and to conduct related environmental review under the California Environmental Quality Act ("CEQA"). Now City and Consultant desire to again amend the Agreement with this Amendment in order to expand upon existing work and complete additional work, including an additional scoping meetings, CEQA checklist, traffic analysis, and forecasting utility capacity; and to extend the term of the Agreement.

2.0 Amendment to Services. In addition to the services to be performed in the Agreement, Consultant, as an independent Contractor, agrees to perform during the term of the Agreement, each and every of the additional services set forth on the "Amended Scope of Services" attached hereto as Exhibit A-4. The initiation of Service by the Consultant will commence upon receipt of a written notice from the Designated Official or Project Manager authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official or Project Manager.

3.0 Amendment to Compensation. The total compensation payable by the City to the Consultant as set forth in Section 3.0 of the Professional Services Agreement is hereby amended to a not to exceed amount of $1,373,500. The City shall pay for the amended services of Consultant set forth in Exhibit A-4 as indicated on the "Amended Schedule of Compensation" attached hereto as Exhibit B-4.

4.0 Amendment to Term. The Parties hereby agree, as provided in Section 2.1 of

the Professional Services Agreement, that the Term is hereby extended to December 31, 2023.

5.0 Funding Requirements. This Agreement is financed with funding from the State of California – Department of Housing and Community Development ("Funding Source"), through the SB 2 Planning Grants Program. Consultant shall comply with all applicable Funding Source requirements, including but not limited to, requirements included in any funding agreement between the City and the Funding Source, and any applicable laws, policies, or procedures. Copies of relevant Funding Source documents are incorporated and attached as Exhibit C-4.

4.0 Execution Counterparts. This Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

5.0 Ratification of Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect and are specifically incorporated herein.

[Signature Page on the Following Page]

In recognition of the obligations stated in this Amendment, the parties have executed this Amendment on the date indicated above.

"CONSULTANT"

Signature

STEFANOS POUYIOUROUDES
Name (please print)

EXEC VP
Title

If Consultant is a Corporation or LLC, a second signature is required.

Signature

ELIZABETH MOORE
Name (please print)

Chairperson
Title

"CITY"

By: Patrick Prescott
Signature

PATRICK PRESCOTT
Name (please print)

COMMUNITY DEVELOPMENT DIRECTOR
Title

Approved as to Form
Office of the City Attorney

By:
Signature

Lisa Kurihara
Name (please print)

Senior Assistant City Attorney
Title

ATTEST:
Office of the City Clerk

By: Kimberley Clark
Signature

kimberley clark
Name (please print)

city clerk
Title

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

DATE: November 16, 2021

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official:	Name:	Patrick Prescott
	Title:	Community Development Director
	Telephone:	818-238-5176
Mailing Address:	275 E. Olive Avenue P. O. Box 6459 Burbank, CA 91510	

"CONSULTANT"

Elizabeth Moule & Stefanos Polyzoides Architects and Urbanists

Representative:	Name:	Juan Gomez-Novey
	Title	Principal Managing Planner
	Telephone:	626-844-2400
	Email:	jgomeznovy@mparchitects.com
Mailing Address:	180 E. California Blvd. Pasadena, CA 91105	

TERM:

Original Commencement Date:	May 5, 2020
Original Completion Date:	May 5, 2021
First Amended Completion Date:	May 5, 2021
Second Amended Completion Date:	May 5, 2022
Third Amended Completion Date:	November 16, 2022

COST OF SERVICE:

Original Cost of Service:	$1,125,000.00
First Amendment to Cost of Service:	No Change
Second Amendment to Cost of Service:	No Change
Third Amendment to Cost of Service:	$22,000.00
Revised Cost of Service:	$1,147,000.00

THIS **THIRD** AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), is made and entered into on the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and ELIZABETH MOULE & STEFANOS POLYZOIDES ARCHITECTS AND URBANISTS (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a Professional Services Agreement dated May 5, 2020 ("Agreement"), as amended by that certain First Amendment, dated September 8, 2020, and as amended by that certain Second Amendment dated April 6, 2021 (collectively the "Agreement") for Consultant to prepare the Downtown Burbank Transit Oriented Development (TOD) Specific Plan and to conduct the environmental review under the California Environmental Quality Act. Now City and Consultant desire to again amend the Agreement with this Amendment to complete additional work and analysis related to the preparation of a Health Risk Assessment and inclusion of additional opportunity sites identified as sites for potential development; complete work associated with the recirculation of the Project Notice of Preparation (NOP) and facilitation of a second EIR public scoping meeting; and to extend the term of the Agreement.

2.0 Amendment to Services. In addition to the services to be performed in the Agreement, Consultant, as an independent Contractor, agrees to perform during the term of the Agreement, each and every of the additional services set forth on the "Amended Scope of Services" attached hereto as Exhibit A-3. he initiation of Service by the Consultant will commence upon receipt of a written notice from the Designated Official or Project Manager authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official or Project Manager.

3.0 Amendment to Compensation. The total compensation payable by the City to the Consultant as set forth in Section 3.0 of the Professional Services Agreement is hereby amended to a not to exceed amount of $1,147,000.00. The City shall pay for the amended services of Consultant set forth in Exhibit A-2 as indicated on the "Amended Schedule of Compensation" attached hereto as Exhibit B-3.

4.0 Amendment to Term. The Parties hereby agree, as provided in Section 2.1 of the Professional Services Agreement, that the Term is hereby extended to November 16, 2022.

5.0 Execution Counterparts. This Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic

transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

6.0 Ratification of Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect and are specifically incorporated herein.

In recognition of the obligations stated in this Amendment, the parties have executed this Amendment on the date indicated above.

"CONSULTANT"

Signature

ELIZABETH MOULE

Name (please print)

PRESIDENT

Title

If Consultant is a Corporation or LLC, a second signature is required.

Signature

Executive V.P.

Name (please print)

23 March 2022

Title

"CITY"

By: _____
Signature

Patrick Prescott
Name

Community Development Director
Title

Approved as to Form
Office of the City Attorney

By: _____
Signature

JOSEPH H. MCDONALD

Name (please print)

City Atty.

Title

ATTEST:
Office of the City Clerk

By: _____
Signature

Zizette Mullins

Name (please print)

City Clerk

Title

2022 MAY 17 AM 9:37

EXHIBIT A-3
AMENDED SCOPE OF SERVICES

M&P will complete all the scope of service components listed on page 7 – 21 of the RFP by way of a five-part process: kick-off, discovery, visioning, production, and adoption hearings:

1. Kick-off (RFP Task 1). We will begin the project with a kick-off meeting and site tour with City staff and the City's TOD Specific Plan Working Group and will then finalize the project scope, process, and schedule, and describe it to the City Council at a Town Hall Briefing.

2. Discovery (Task 2). During the Discovery stage we will review existing documents, conduct a physical analysis of the project area and work with City staff, the City's TOD Specific Plan Working Group, and stakeholders to gain a thorough understanding of the project's opportunities and constraints, the city's needs and expectations, and to identify preliminary plan goals and objectives. After touching base with Metro and briefing elected officials, we will wrap this stage up with a Discovery Workshop (Task 4.3) to share our findings and receive input from the community.

3. Visioning (Task 5.1). During the Visioning Stage we will work with City staff and the City's TOD Specific Plan Working Group to translate the Discovery findings and community input received during the Discovery Workshop into an illustrated vision for the Plan area and its 14 opportunity sites. After checking in with the Metro and briefing elected officials we will present the vision and development strategy to the public for input at a Visioning Workshop and at a Development Strategy Workshop (Task 4.3).

4. Production (Tasks 5.2 – 5.5 and 6). Taking the input received during the Visioning Workshop, we will prepare a draft Specific Plan that includes all the components in draft form. After checking with Metro and briefing elected officials, we will present the Draft Plan to the community for their input at a Public Draft Specific Plan Workshop (Task 4.3). During this phase, the Draft EIR and associated technical reports will be prepared and reviewed by the community during the Public Review period and at a Planning Board meeting.

5. Adoption (Task 7). During this phase we will assist City staff in shepherding the Specific Plan, any General Plan and/or Zoning Code amendments, and the EIR through the various City Boards, Commissions and City Council, leading to the project's and the EIR's adoption and certification.

TASK 1: GENERAL PROJECT ADMINISTRATION

TASK 1.1: KICK-OFF MEETING

M&P will work with City Planning Staff (Staff) to organize an initial kick-off meeting with

the City's TOD Specific Plan Working Group, comprised of Planning Staff, staff from other City Departments, Metro staff, and other outside agency staff to:

- Review work program objectives, tasks, products, and preliminary schedule.
- Discuss recent or current studies, plans, or planning-related efforts.
- Identify data needs to complete the work program, and relevant Metro Plans and toolkits related to transit-supportive development.
- Establish communication protocols between the City's project manager and M&P's project manager as well as between the Project Team's technical consultants and staff members from the applicable City departments.
- Discuss the roles and responsibilities that relevant City agencies and departments, as well as outside agencies (e.g., Metro, Caltrans, Los Angeles County Flood Control District), will play in achieving the objectives of the work program, including type and frequency of required coordination.
- Confirm appropriate contacts within each organization.
- Establish a calendar for quarterly briefings of agencies and departments.
- Conduct a mobile site tour of the plan area.

Deliverables for Task 1.1: Attendance at kick-off meeting and Google Maps site tour via videoconferencing platform such as Zoom or GoToMeeting; agenda; meeting summary; memorandum/table summarizing relevant planning documents, current planning efforts, City data needs from consultant and vice versa; and a coordination approach with other agencies and departments.

TASK 1.2 — ONGOING INTER- AND INTRA-DEPARTMENTAL COORDINATION

M&P will work with Staff to ensure that parallel planning efforts by other City departments (Public Works, Building and Safety, Transportation, Parks and Recreation, Housing and Economic Development), working groups (TOD Specific Plan Working Group, Development Oversight Committee) and external County and regional agencies (Metro) are consistent with the TOD Specific Plan. It is M&P's understanding that recent, current, and upcoming planning efforts include the Housing Element Update, the Citywide Complete Streets Plan, an Analysis of Impediments to Fair Housing, and the Greenhouse Gas Reeducation Plan 2020 Update.

M&P will also participate in quarterly briefings (via conference call, videoconference call, sit down meeting, or a combination thereof) with the City's TOD Specific Plan Working Group. At each meeting, M&P will assist Staff in updating and soliciting feedback from the Working Group on project progress and upcoming public outreach.

Deliverables for Task 1.2: Work with Staff to develop meeting agendas and, as necessary, prepare summary memorandum(s) that identify action items, responsible parties, and a timeline resulting from each meeting.

TASK 1.3 — PROJECT MANAGEMENT

M&P and will participate in bimonthly to monthly meetings and/or video/teleconferences with Staff to discuss design strategies and solutions, plan community engagement

meetings, review project progress, etc. M&P's project manager will prepare monthly invoices and progress reports (summary of work completed) that track tasks completed or partially completed to date, the overall remaining budget, budget remaining by task, and expenses incurred to date. M&P will also assist staff in the preparation of Quarterly Progress Reports for submittal to Metro that describe progress to date, highlight expected completion dates, and identify anticipated delays. As needed, M&P will also participate in briefings with Metro staff on a quarterly basis or around key project milestones.

Deliverables for Task 1.3: Participation in bi-monthly to monthly meetings, video conferences, or teleconferences with Staff; Submittal of monthly invoices and progress reports; Updated schedule and budget (as needed); Quarterly progress reports; and participation in Metro staff briefings.

TASK 2 — SPECIFIC PLAN/STATION AREA ANALYSIS

Task 2.1— EXISTING CONDITIONS ANALYSIS

Using Metro's Transit Supportive Planning Toolkit's 10 Characteristics of Transit Supportive Places and the equity issues identified in the grant application, M&P will work with Staff to evaluate the existing conditions of the proposed Specific Plan project area and summarize the findings in a comprehensive report. The analysis will consist of a physical analysis and existing document review:

- Physical Analysis. The report will identify existing conditions that inhibit the implementation of complete neighborhoods and streetscapes, limit access to transit, and hinder a diverse mix of land uses near transit, including housing for all socioeconomic levels. The analysis will also inventory and map existing land uses, circulation patterns, streetscape, mobility amenities, utilities infrastructure, and identify opportunities and constraints related to transit-oriented development. The report, along with the findings of the Opportunity Sites Analysis (Task 2.3), the Market and Development Feasibility Analysis (Task 2.4), and the Parking Study (Task 2.5), will identify areas where change could or would be likely to occur over the plan horizon.

- Existing Document Review. The team will review applicable policy documents, including the Burbank 2035 General Plan, the Burbank 2035 Greenhouse Gas Reduction Plan, the Climate Action Plan, current zoning regulations, relevant Specific and Master Plans, transportation plans and programs, the Green Streets Policy, and other related studies to ascertain consistency with Metro's 10 Characteristics of Transit-Supportive Development and identifying obstacles to reaching the City's 12,000-unit housing target. The analysis will also include a review of existing and planned bicycle and pedestrian improvements in relation to the City's Complete Streets planning efforts, which M&P understands is currently underway, to identify any modifications to the street network due to land use modifications proposed by this Project or any existing General Plan action items.

Deliverables for Task 2.1: Comprehensive Existing Conditions Report (Draft with one round of consolidated comments incorporated into Final Report).

TASK 2.2: Coordinate with Metro on Transit-Supportive Planning Toolkit Integration

M&P will attend up to five (5) meetings, videoconferences, or teleconferences with Metro and City staff. M&P understands that the purpose of the first meeting will be to review Metro initiatives, policies, and toolkits – including Metro's Transit Supportive Planning "Toolkit," the Countywide Sustainability Policy, First-Last Mile Strategic Plan, Green Streets Policy, and the Green Places Toolkit – and identify strategies and practices that should be incorporated into the proposed Specific Plan process and document. The remaining four (4) meetings will be devoted to updating Metro on the analysis findings (Task 2), the public outreach process and input received (Task 4), and the Specific Plan preparation (Task 5).

Deliverables for Task 2.2: Attendance at up to five (5) meetings, videoconferences, or teleconferences with City and Metro staff; meeting summaries; memorandum memorializing recommendations and next steps.

TASK 2.3: Analysis of Opportunity Sites

M&P will work with the project team and Staff to confirm the location and extent of the opportunity sites shown in Exhibit B of the RFP, as well as identify any additional or alternative sites that may arise during the existing conditions analysis and stakeholder interview process. Once the sites have been confirmed, the project team will build upon the findings of the Existing Conditions Analysis (Task 2.2) to identify any shortcomings in existing specific plan and zoning standards that would need to be adjusted by this TOD Specific Plan to achieve the City's goal of introducing housing and transit-supportive development within the Plan area; identify optimum first-last mile connections between the opportunity sites and the Downtown Burbank Metrolink Station, as well as to the Downtown, the Civic Center, and the community surrounding the Plan Area; and identify shortcomings in existing street classifications and design standards along these routes that are inconsistent with the City's goals for complete, walkable, multi-modal, transit supportive, green streets.

The findings of the analysis will be summarized in a memorandum that confirms the location and extent of the opportunity sites; identifies necessary amendments and recommended procedures for updating existing regulations such as the General Plan and Zoning Code; recommends first/last mile improvements within the TOD Specific Plan area between the opportunity sites, the Metrolink Station, Downtown, the Civic Center, and surrounding neighborhoods; and provides recommendations regarding potential policy and infrastructure improvements to enhance Station and Plan Area access.

Deliverables for Task 2.3: Opportunity Sites Analysis Memorandum and associated mapping/diagramming (Draft with one round of consolidated comments incorporated into Final Report).

TASK 2.4: Conduct Market and Development Feasibility Study, and Consider a Community Benefit Strategy

Kosmont will provide a high-level market analysis that describes the current local and regional economic, demographic, and employment data to evaluate market supply and demand conditions for different development and land use types, including residential (various densities), retail, office, entertainment, and mixed/blended uses. Kosmont staff will analyze demographic and real estate market trends (rents, sale prices, land values, new construction, absorption rates) and forecast a range of long-term growth prospects in the City and Burbank-Glendale-Pasadena market area. The analysis will include evaluation of up to 14 opportunity sites identified by the City or through stakeholder outreach. Kosmont will also perform high level valuation estimates for the various City-owned properties within the Plan Area.

Based on stakeholder outreach and identification of desired community benefits, Kosmont will conduct a fiscal analysis of community benefits. The first step will be to work with the project team and Staff to identify a list of targeted public and transportation improvements, including possible expansion of the Civic Center, and assign "rough order of magnitude" costs. The second step will be to create proformas based on up to three (3) development scenarios to test potential developer contributions and concessions. Based on estimated infrastructure costs, Kosmont will identify funding sources based on infrastructure types – including, but not limited to, developer fees or contributions supported by nexus study, developer concession menu, or density bonus program; tax increment or other financing districts; grants; or available city funds – and fiscal impact.

Lastly, Kosmont will provide final recommendations for a community benefits strategy and reuse of City-owned properties with recommended steps for implementation.

Deliverables for Task 2.4: Market Study, Evaluation of14 opportunity sites, High Level City-owned Property Valuation Estimates, Development Feasibility Report, and Community Benefit Strategy (Draft with one round of consolidated comments incorporated into Final Report).

TASK 2.5: Conduct Parking Study and Management Plan and Recommendations for Transportation Demand Management

Fehr & Peers shall create a parking study and management plan for the TOD Specific Plan area, building off the findings from the existing conditions report (Task 2.1) and the parking management implementation plan as part of the Burbank Common parking study. As part of the Burbank Common study, parking inventory, hourly occupancy, and turnover data collection was conducted for all public parking facilities (on-street and off-street) within the Burbank Center Plan Boundary between Glenoaks Boulevard, Providence Avenue, Victory Boulevard, and Magnolia Boulevard. This data was collected on one weekday (8 AM to 8 PM) and one weekend day (10 AM to 10 PM).

To supplement this public facility data, Fehr & Peers shall conduct parking inventory, hourly occupancy, and turnover data collection at up to six (6) private parking facilities within the Burbank Center Plan Boundary. The selection of private parking facilities will be strategic, and in consultation with the City, to effectively sample the existing parking

demand for a variety of land uses found within the study area. To provide a comparison with the public facility data collection, the private facility data collection will also be conducted on one weekday (8 AM to 8 PM) and one weekend day (10 AM to 10 PM). This scope reflects a strategic sampling of the overall parking inventory within the Burbank Center Plan Boundary and is designed to effectively support the parking study and management plan analysis. However, if the City seeks to collect a larger sample of private and/or public parking facilities, Fehr & Peers shall adjust the scope and fee accordingly.

Using the public and private parking facility data and industry best-practice guidelines, Fehr & Peers shall forecast future parking demand within the Burbank Center Plan Boundary. This forecasting analysis will consider existing and potential shared parking opportunities and the parking management implementation plan findings from the Burbank Common parking study. Fehr & Peers will provide graphics and tables to display the future parking demand and identify instances where existing parking supply is either deficient or provides a surplus. Fehr & Peers shall develop strategies to meet the parking needs of the study area. The strategies considered will include dynamic pricing strategies, technology strategies to direct drivers to open parking spaces, capacity increases through valet and automated parking, parking consolidation strategies (e.g., parking districts, shared parking, park-once strategies), and incentives for reducing supply such as unbundled parking and parking maximums. Fehr & Peers shall also develop strategies to effectively manage bicycle parking and pick-up/drop-off curb space for freight deliveries and Transportation Network Companies (TNCs) such as Uber and Lyft.

Finally, Fehr & Peers will compile a list of potential Transportation Demand Management (TDM) measures to reduce future parking demand. These measures will include enhancements to existing programs, measures adopted by peer cities and TOD specific plan areas, and additional strategies and innovative TDM practices identified by Fehr & Peers. This list will include a brief summary of each measure, high-level assessments of cost and effectiveness (high/medium/low), and examples of successful implementation (if applicable). Using this information, Fehr & Peers will assess the parking demand reduction potential of each strategy based upon the anticipated adoption rates and effectiveness.

Deliverables for Task 2.5: Report summarizing the parking analysis findings, parking management strategies, and TDM recommendations (Draft with one round of consolidated comments incorporated into Final Report).

TASK 3: SB 743 Travel Demand Model Update and Transportation CEQA Impact Analysis

Fehr & Peers will update the City's travel demand model, transportation impact analysis methodology, and significance thresholds to be consistent with SB 743 and the Office of Planning and Research (OPR) SB 743 Guidelines. This revised methodology will be used to evaluate the impact that the Specific Plan recommendations may have on the City's transportation network, and its findings will be incorporated into project's Program Environmental Impact Report. The updates, which include the City's Travel Demand

Model to measure Vehicle Miles Traveled as required by the new CEQA guidelines, shall apply both to the analysis of the Specific Plan as well as to future development and transportation projects throughout the City of Burbank.

Task 3.1: Travel Demand Model Update

Task 3.1.1: Develop Methodology to Measure Vehicle Miles Traveled
Fehr & Peers will analyze existing and projected VMT levels for the City of Burbank and vicinity using data from the City of Burbank travel demand model (including updates described in Task 3.1.2) along with the 2020 SCAG RTP/SCS regional travel demand model. Fehr & Peers will run the models to develop existing and future VMT data for the following metrics:

- Citywide, Countywide and SCAG Region VMT
- VMT per capita
- Household VMT per capita
- Work VMT per employee
- VMT per service population

This analysis will provide the basis for the development of VMT metric, screening, and threshold options.

Fehr & Peers will develop VMT impact threshold options and guidelines for land use projects based on policy goals discussed with City staff, and consistency with SB 743 guidance from the State. The guidelines will describe where and when the selected VMT metrics should be applied. As part of this task, Fehr & Peers will document how the various threshold options would meet the substantial evidence test under CEQA.

Fehr & Peers will also develop VMT screening options for land use projects based on policy goals discussed with City staff, and consistency with SB 743 guidance from the State. OPR has provided guidance for screening projects that would generate low VMT, including screening based on project size, retail nature (local-serving versus regional), location within a low-VMT area or within a transit priority area. The City of Burbank will need to determine their preferred screening options from the opportunities presented. After developing the VMT threshold options, Fehr & Peers will apply the selected metrics on up to five case studies, to be selected in consultation with City staff. The case studies will be used to evaluate the project-level VMT impacts for a variety of development types and locations as well as the potential to mitigate impacts with potential TDM strategies/programs as developed in this task. Only TDM strategies that have available research supporting quantifiable trip/VMT reductions will be included.

The proposed guidelines will clarify the methodology for determining significant impacts, such as projects that induce travel demand or increase VMT per capita. The most appropriate methodologies for quantifying the impacts will be identified as well. The guidelines will also demonstrate how the recommended VMT metrics, screening criteria, and impact thresholds support policy goals to improve the VMT performance of new

projects, implement the objectives of SB 743, and meet the substantial evidence standard under CEQA.

Deliverable for Task 3.1.1: Technical Memorandum describing the proposed approach for including, measuring, and setting CEQA thresholds for VMT analysis compatible with the latest CEQA Guidelines and the Governor's Office of Planning and Research (OPR) guidance (Draft with one round of consolidated comments incorporated into Final Report).

Task 3.1.2: Update Burbank Travel Demand Model to Measure VMT as well as trips

Task 3.1.2.1: Data Collection
The City of Burbank Travel Demand Model will rely on the most recent Census and California Household Transportation Survey (CHTS) data and data inputs used within the 2020 SCAG Regional Transportation Plan travel demand model. Fehr & Peers will collect existing and available traffic and travel demand data for the Burbank Model. The scope and fee assume new data collection for 250 24-hour Average Daily Traffic street segment locations and 45 AM and PM peak hour intersection locations, for use in calibrating and validating the model to existing conditions.

Fehr & Peers will also use cellphone or mobile device data during the calibration and validation process. This approach has already been used successfully on other similar projects. The specific use of this data will depend on preliminary static and dynamic validation findings. Typical applications include calibration refinements related to trip tables and trip lengths.

Task 3.1.2.2: Review and Update Model Framework
The Burbank Travel Demand Model transportation analysis zone (TAZ) system will be reviewed and updated using the previous City model and the 2020 SCAG RTP model as the starting point. It is expected that some TAZs may be further disaggregated substantially to reflect local geographical details. Fehr & Peers will recommend a TAZ system within the City and surrounding area with enough geographical detail for local model applications and which includes the following elements:

- Physical boundaries that influence travel patterns
- Jurisdictional boundaries (city limits and sphere of influence)
- Existing and future development patterns (i.e., future specific plan boundaries)

To support a relatively dense TAZ structure, Fehr & Peers will develop a detailed highway network with variables for facility type, adjacent development, mixed-flow lanes, turn prohibitions and cul-de-sacs etc. Transit and active mode trip making will be accounted for in the early stages of the travel model process and be reflected in the final vehicle trip assignment in the model outputs, but a separate mode choice step will not be included in the model. Fehr & Peers will perform quality checks using geographic information system software to conduct a quality assurance/quality control (QA/QC) process on connectivity, duplicate and dead-end links to be checked for and discarded from the final network.

Task 3.1.2.3: Burbank Land Use Update

Base year land use data obtained from the current City of Burbank model will be used as the starting point of the input into the updated Burbank model. It is assumed that the City staff will provide information from the assessor database and building permits between when the current model was developed until year 2020. This information will then be incorporated into the database to produce a new base year 2020 land use for the model. It is assumed that City or the project team staff will provide the data for the horizon year Specific Plan area along with the rest of the entire City of Burbank.

As part of this land use update, Fehr & Peers shall consider updates to special generators including the Hollywood Burbank Airport, drawing upon findings from recent studies such as the Terminal Relocation EIR and the MGAPS Transportation Study.

Task 3.1.2.4: Update Travel Demand Model
Using the data collected in Tasks 3.1.2.1 – 3.1.2.3, Fehr & Peers will update the Burbank Travel Demand Model through developing the following model components: trip generation, trip distribution, trip assignment, static validation, and dynamic validation.

Fehr & Peers will estimate Burbank specific trip generation rates based on the SCAG regional model, the CHTS, and local data (if available). Fehr & Peers anticipates that calibration of the rates will focus on capturing the unique travel characteristics of Burbank and adjacent areas. This trip generation model will also be sensitive to built environment variables (D's), accessibility to transit or active mode facilities, transportation system (highway, transit, walk or bicycle network), and land use/socioeconomic factors.

Developing this type of model provides the City with a model that is sensitive when testing a variety of transportation policies, programs and strategies and being able to report the influence that they have on multimodal trip making. This type of tool will be particularly effective in evaluating the effect of TDM and trip reduction strategies.

The trip distribution function uses a gravity model formulation which relies on friction factors to determine the likelihood of selecting a destination given the distance or travel time to that destination compared to other similar destinations. The model will use friction factor curves to represent internal trip purposes and the I-X and X-I trips. The initial friction factors will be taken from the current model and tested against other friction factors developed by Fehr & Peers since 2000. A single set of factors will be selected and then adjusted for each trip purpose being modeled during trip distribution calibration to better represent each trip purpose's unique trip making characteristics.

The trip distribution process tested for inclusion in the updated model includes the introduction of a separate external trip distribution function for different sub-areas or sub-groups. Fehr & Peers's experience in developing traffic models for other cities has demonstrated that it could be advantageous to allow different areas of the City to distribute trips to external gateways in different proportions. Fehr & Peers's regional linking process specifically defines and distinguishes gateway travel by trip purpose for consistency with regional estimates. Fehr & Peers will adapt this process to the updated model.

The most common measurement of traffic model accuracy is the degree to which it can approximate actual traffic counts in the base year. Fehr & Peers will test different trip assignment algorithms to determine the one that best replicates existing behavior, but also responds appropriately to variations in the model's input variables. Potential algorithms will include methods such as capacity restrained equilibrium and multiple iteration incremental assignments.

The final critical component of model development is the validation process, where the model's ability to replicate base year conditions is measured. As part of the static validation procedure, elements of the trip generation, trip distribution, and traffic assignment modules may be adjusted. Fehr & Peers's goal is to meet or exceed the validation criteria published in the 2017 California Regional Transportation Guidelines for Metropolitan Planning Organizations (California Transportation Commission, January 2017), but validation testing will be limited to 10 iterations at which point Fehr & Peers will assess the model performance and discuss whether future testing is desired by the City to improve the test results.

The static validation tests ensure that the model can replicate existing traffic counts and speeds. While these tests are useful for confirming that the model can replicate existing conditions, models are generally used to forecast change, which static tests say nothing about. To determine how well the model responds to changes in land use and the transportation network, Fehr & Peers will perform a set of dynamic validation tests. Dynamic tests may include testing the changes in the following (list to be refined in consultation with City staff):

- Add 1, 10, and 1,000 households to a TAZ
- Remove 10 and 1,000 households from a TAZ
- Add and remove 100 and 1,000 KSF of retail employment in a TAZ
- Add and remove a roadway link in the network
- Add and remove travel lanes in the network

Based on the results of the dynamic validation tests, elements of the trip generation, trip distribution, and traffic assignment modules may be adjusted. Fehr & Peers will document and interpret the results of the dynamic validation tests using graphs and tables.

Fehr & Peers will prepare a draft Model Development Report describing the methods, data sources, and assumptions used to develop the validated Burbank Model. The report will also include one base year and one horizon-year traffic forecast. Flow chart diagrams will be included illustrating the relationship between inputs, model steps, and outputs.

Deliverable for Task 3.1.2: Base Travel Demand Model in TransCAD software with base year and one horizon-year forecast, one model validation report, one model development report documenting the construction of the model (Draft with two rounds of consolidated comments incorporated into Final Report).

Task 3.1.3: Intersection-Level results and VMT Measures
The travel demand model will be developed to output data which will include the information listed below. Should other metrics be required, Fehr & Peers will discuss with City staff and determine the level of effort necessary to obtain the information. Fehr & Peers will develop a post-processing methodology to obtain the following:

- Individual link/segment traffic volumes by direction (daily and peak periods)
- Vehicle Trips
- Peak Period Intersection Level of Service (LOS)
- Vehicle miles traveled (Citywide, per capita, per employment etc.)

Fehr & Peers will use the established performance measures to produce existing and forecasted traffic volumes at the 45 study intersections identified in the RFP, and one set of base year and horizon year VMT statistics including a comparison to the proposed VMT thresholds.
Deliverable for Task 3.1.3: 45 intersection existing and forecast year post-processed volumes, one set of base year and horizon year VMT statistics and comparison to proposed VMT thresholds.

Task 3.1.4: Additional Model Runs
In addition to the aforementioned analysis, Fehr & Peers will also analyze four (4) Burbank Center Plan alternatives. LOS results will include existing AM and PM calculations at the 45 study intersections. VMT results will include a comparison to the proposed VMT thresholds.

Deliverables for Task 3.1.4: 4 sets each of 1) 45 intersection existing and forecast year post-processed volumes, 2) one set of base year and horizon year VMT statistics and comparison to proposed VMT thresholds.

Task 3.2: Burbank Center Plan Update Transportation Report
Fehr & Peers shall prepare a transportation report for the Burbank Center Plan Draft EIR covering the roadway, transit, bicycle, pedestrian, and truck components of the transportation system. Intersection operations will be evaluated at the 45 study intersections identified in the RFP and compared to the General Plan LOS D standard. VMT impacts will be evaluated utilizing the SB 743 VMT metrics and thresholds developed in Task 3.1. The approach to transit, bicycle, pedestrian, and truck impact evaluation will be qualitative and will generally focus on potential disruptions to the system components caused or exacerbated by the proposed project.

Fehr & Peers anticipates that the EIR will include the following scenarios: existing year, preferred project and four project alternatives. Travel forecasts will be prepared for each scenario using the updated Burbank Fehr & Peers shall prepare a transportation report for the Burbank Center Plan Draft EIR covering the roadway, transit, bicycle, pedestrian, and truck components of the transportation system. Intersection operations will be evaluated at the 45 study intersections identified in the RFP and compared to the General Plan LOS D standard. VMT impacts will be evaluated utilizing the SB 743 VMT metrics

and thresholds developed in Task 3.1. The approach to transit, bicycle, pedestrian, and truck impact evaluation will be qualitative and will generally focus on potential disruptions to the system components caused or exacerbated by the proposed project.

Fehr & Peers anticipates that the EIR will include the following scenarios: existing year, preferred project and four project alternatives. Travel forecasts will be prepared for each scenario using the updated Burbank Travel Demand Model. Potential significant impacts will be identified consistent with CEQA Guidelines Section 15125(a) and considering the new transportation impact significance thresholds developed in Task 3.1.

Fehr & Peers will summarize the results of the analysis above in a Draft EIR Chapter, which will be submitted to the City for review.

Deliverable for Task 3.2: One transportation report documenting all transportation analysis necessary to prepare the transportation section of the Program Environmental Impact Report (Draft with one round of consolidated comments incorporated into Final Report). Report shall be included as a technical appendix to the EIR.

Task 3.3: EIR Support

Fehr & Peers will respond to public comments on the transportation section of the draft EIR.

Task 3.4: Develop VMT Evaluation Tool for Incoming Development Projects in BCP area

Fehr & Peers will develop a spreadsheet-based tool that can be applied to project-level review of land use projects in the BCP study area. While Fehr & Peers has already developed and used multiple spreadsheet and web-based tools which perform VMT estimates, this project provides an opportunity to refine or build new tools incorporating recent research about VMT effects of land use and TDM actions. The tool may incorporate trip length data and demographic data from empirical sources and the updated Burbank Travel Demand Model to calculate project-level VMT impacts, using the VMT metrics and thresholds developed in Task 3.1. The tool will account for the VMT benefits of transit proximity, mixed land uses, urban design, and TDM measures. The tool will also calculate the Transportation Impact Mitigation Fee for each evaluated project. This type of tool has the benefits of:

- A standardized approach, accuracy, transparency, repeatability, ease of updates
- Accounts for local VMT/TDM characteristics that differ from the regional averages
- Quick response to VMT and mitigation questions
- Ability to integrate custom TDM or emerging mobility patterns/trends
- Future customization

The tool will be used to test the application of the selected VMT metrics and thresholds for up to five case studies, as discussed in Task 3.1. The tool will be submitted to City staff in a draft form for testing. Up to two rounds of review and modification in response to staff comments are anticipated. The fee presumes that the tool will be a spreadsheet-based tool that is hosted directly online, not a custom-designed web-based application. If

City staff were to determine that a custom, web-based application is desired, this can be provided for an additional fee.

Deliverable for Task 3.4: Spreadsheet tool to assess project-level VMT, VMT impacts, and potential mitigations for incoming development projects in Burbank Center Plan area.

TASK 4 – STAKEHOLDER AND PUBLIC OUTREACH

TASK 4.1: Prepare and Implement Outreach Plan

M&P, in collaboration with Staff and Arellano Associates, will develop an Outreach Plan that establishes a comprehensive, equitable, and meaningful strategy for engaging community stakeholders in the development of a shared vision for the Plan Area, enables the public and stakeholders to voice concerns, and for Staff to respond to any identified concerns. The Outreach Plan shall:

- Identify stakeholders, such as community groups, residents, business owners, transit users and active transportation (biking and walking) proponents, property owners, affordable housing developers, and other stakeholders as appropriate. A critical component of the community outreach process will be engaging leaders of local neighborhood, business, civic, and religious organizations to help get the word out about the Specific Plan and to host pop-meetings at regularly scheduled, recurring meetings of these organizations.
- Outline the methods to be used to engage and inform stakeholders about the project. Anticipated methods include: virtual community workshops, stakeholder interviews, focus group meetings, meetings at regularly scheduled, recurring meetings of Plan Area organizations and associations, a Project website, two (2) surveys via the MetroQuest platform, and flyers (translated to Spanish and Armenian). Virtual workshops will be held in English with City-provided Spanish and Armenian translation via platforms such as GoToWebinar, Zoom, or other platforms identified or preferred by the City.
- Select methods for advertising the workshops, whether virtual or in-person, including geo-targeted ads, social media ads, mailers, and announcement in local publications.
- Identify the key project milestones that will require stakeholder input.
- Describe the materials to be used in community meetings and strategies that maximize the ability of disadvantaged and non-English speaking communities and stakeholders who may not be able to attend scheduled workshop/charrette events to participate in the process. Potential strategies include live-stream of in-person workshops, pop-up meetings and events at convenient and accessible community locations, such as parks, community events, neighborhood meetings, or City-sponsored events; providing on-site translation as needed; and providing materials in multiple languages.

M&P will attend all outreach meetings, whether virtual or in-person, prepare a Project website, prepare two (2) surveys in the MetroQuest platform, prepare printed and published materials for meetings, and provide summary materials at the conclusion of the

project for public informational use on the new TOD Specific Plan. M&P assumes City staff will disseminate printed materials. The Outreach Plan shall be guided by Metro's Transit Supportive Planning Toolkit, Outreach Tools best practices as identified in: https://www.metro.net/projects/tod-toolkit/outreach-tools/.

Deliverables for Task 4.1: Outreach Plan (Draft with one round of consolidated comments incorporated into Final Report); two (2) Metroquest surveys and summary reports, Project website; published materials (e.g., FAQs, public notices, etc.) for meetings and for public information use in PDF form for City Distribution.

TASK 4.2: Town Hall Briefing
M&P with assistance from Staff will brief the City Council at a regularly scheduled City Council Meeting to introduce the project, describe the Project schedule and process, and solicit input from the Community and Council members. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, M&P will present to these review bodies via videoconference. M&P will coordinate with City Staff to identify the appropriate platform, whether Zoom, GoToMeeting, or one already being used by the City. M&P can also be available to test-run the videoconference ahead of the meeting.

Deliverables for Task 4.2: Presentation, meeting summary.

TASK 4.3: Conduct Focus Groups with Key Community Stakeholders
M&P with the assistance from Staff will conduct up to four (4) focus group meetings with stakeholders identified by Staff that may include a) transit, bicycling, and walking organizations, b) members of the development community to obtain local input on the market for transit-oriented retail, services, office, multi-family residential, and mixed-use development, c) members of the downtown business community, and d) environmental organizations focused on greenhouse gas mitigation and climate resilience. The objective of these focus group meetings will be to solicit input regarding potential issues, opportunities, constraints, and observations about the Station and Plan Area, identify/confirm the opportunity sites, learn any stakeholder plans for these opportunity sites in particular and the planning area in general. The focus groups will be conducted prior to or concurrent with the Discovery Workshop described in Task 4.3. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, M&P will attend these meetings via videoconference. M&P will coordinate with City Staff to identify the appropriate platform, whether Zoom, GoToMeeting, or one already being used by the City.

M&P has allocated 16 hours of meeting time for this task. Depending on outreach needs, in addition to focus group meetings, M&P can use some of these hours to attend regularly scheduled neighborhood or community meetings or pop-up meetings at community events, either in-person or via videoconference.

Deliverables for Task 4.3: Attendance at 2 days' (16 hours) worth of stakeholder meetings, focus groups, or pop-up meetings, either in person or via videoconference. Meeting agenda, questions, meeting schedule, key outcomes and meeting summary.

Task 4.4: Workshops
Informed by the Outreach Plan (Task 4.1), M&P will attend and lead up to four (4) virtual public workshops: Discovery, Visioning and Development Strategy, and Draft Public Review Specific Plan as follows:

- **Discovery Workshop (1 total).** During this workshop, we will describe the planning process and why the plan is being prepared; briefly describe the preliminary findings of the background analysis, the market and development feasibility study, and the parking study; identify opportunities and challenges to introducing transit-supportive and community beneficial development within the Plan Area; identify priority transportation or other community-oriented public improvements in the Plan Area; outline preliminary Plan Area goals; and then solicit input from attending members of the community. To help facilitate and/or focus the discussion, we will work with Staff to prepare a set of questions to ask during the workshop and/or post on the Specific Plan website.
- **Visioning and Development Strategy Workshops (2 total).** With the input received from the Discovery Workshops, M&P will generate street network, building type, and open space alternatives and develop initial ideas about the character/make-up of the 14 opportunity sites, as described in Task 5.1 (Vision and Guiding Principles). Potential first last mile routes to the Metrolink Station will be described. These alternatives will be presented to the community for their input during these Visioning Workshops with the goal of drilling down to a preferred vision for inclusion in the Specific Plan. The Plans goals will also be confirmed during this workshop.
- **Public Draft Specific Plan Workshops (1 total).** During these workshops, M&P will present the Public Draft Specific Plan and any proposed General Plan and/or Zoning Code amendments and solicit input from Workshop attendees.

Guided by Metro's Transit Supportive Planning Toolkit, Outreach Tools best practices, the virtual workshops be held as follows:

- We will use GoToWebinar Zoom, Microsoft Teams, or another application identified by the City as the virtual workshop platform.
- For each virtual workshop we will hold an all-English workshop and an all-Spanish workshop. The virtual workshops will more than likely be held one after the other on the same day.
- Each virtual workshop would likely begin with a brief introduction by City Staff, followed by a PowerPoint presentation by the Consultant Team. Questions from participants would be received via message/chat and answered in the order that they are received by the urban design and planning team via webcam. The virtual workshop would end with a summary and description of next steps. The topic of each virtual workshop would be as described above.
- With the assistance of Arellano Associates, we will advertise the workshops via various formats such as digital geo targeted ads, social media ads, mailers, and announcement in local publications. In addition, the webinars will be recorded and uploaded on the project website for community members who are unable to

participate during the scheduled time to view.

Deliverables for Task 4.4: Meeting agendas, presentation and meeting materials, and conceptual renderings of future development options, summary of key outcomes, and summary notes (e.g. results summary report).

TASK 4.5: Briefings with Elected Officials
M&P will attend and/or assist Staff in preparing for meetings with City and/or County elected officials, commissioners, or their staff members. M&P understands that these meetings will be conducted on an as-needed basis to keep the policy makers informed of the Project progress and to solicit feedback as necessary throughout the Project phases. In addition, M&P shall also assist Staff in the preparation of materials for Boards, Commissions, and/or City Council study sessions or public meetings, throughout this planning process. M&P will be available to attend up to six (6) meetings, either in person or via videoconference or teleconference.

Deliverables for Task 4.5: Attendance and/or preparation of presentation materials; at up to six (6) meetings, either in person or via videoconference or teleconference; meeting agendas as needed; review of staff reports as needed; and summaries as needed.

TASK 5 – PREPARE PLANNING DOCUMENTS

TASK 5.1: Vision and Guiding Principles
Based on the analysis findings and input from stakeholders, the community, and related agencies, M&P shall lead the preparation of a vision for the Specific Plan area that:

- Describes and illustrates the intended character of each of the Plan Area's portions of neighborhoods, corridors, and districts.
- Identifies the areas where change is anticipated to occur, particularly the opportunity sites identified in Task 2.3 and their vicinity.
- Indicates areas where increase in height, floor area, and/or density, change in use, or other development regulation changes are proposed.
- Identifies streets where complete streets or streetscape improvements should be prioritized.
- Illustrates how the existing Civic Center could be expanded on the block currently occupied by the City of Burbank's Community Services Building (the block bounded by Third Street, Olive Street, Glenoaks Boulevard, and Orange Grove Avenue).
- Includes conceptual plans, renderings, and development potential for each opportunity site, including the Civic Center Expansion and Burbank Town Center.
- Provides guiding development principles for the Specific Plan area.

The vision will be prepared during a series of internal design sessions in conjunction with Studio-MLA and with input from appropriate members of the project team and Staff and will be illustrated with drawings and applicable precedent images. The vision will be presented to the community during Visioning Workshops (Task 4.3) and will also appear

in the Specific Plan document to illustrate the community's vision for the Specific Plan area.

Deliverables for Task 5.1: Visual aids including photosimulations, 3D models, and/or renderings of possible future development scenarios presented via PowerPoint and/or poster-sized boards and uploaded on the Project website.

TASK 5.2: Prepare Draft TOD Specific Plan

Using Metro's Transit Supportive Toolkit and the findings from Task 2 and 4, M&P will lead the preparation of a Draft TOD Specific Plan that is consistent with State law and enables transit-supportive development and sustainable urban planning. M&P will begin the document preparation process by working with Staff, with input from Metro, to confirm the Specific Plan's format, content, and table of contents. With strategic guidance from Metro, M&P will then work with Staff to translate the input from the Focus Group and Stakeholder meetings (Task 4.3) and Community Workshops (Task 4.4) into a draft Specific Plan. The preparation of the Specific Plan will take into consideration green building and urban design programs and initiatives such as LEED for Building Design and Construction, LEED for Neighborhood Development, Green Building Code Tier ½ compliance, and the Charter of the New Urbanism along with the Metro sustainability plans and toolkits mentioned above. As part of this Task 5.2, M&P will prepare two drafts: an administrative draft for review by City Staff and a Metro Review draft for review by Metro Staff. M&P will work with Staff to revise the report in Tsk 5.4 (Release Draft TOD Specific Plan to the Public). An overview of the proposed Specific Plan contents is as follows:

- **Introduction:** This chapter will provide a brief overview of the Specific Plan and the reasons for preparing it. It will also include the Specific Plan Purpose, Applicability, Relationship to Other Plans (and how these are integrated into or coordinated with this TOD Plan), and applicable General Plan policies.
- **Vision:** This chapter will describe the vision for the overall plan, as well as for each of the 14 opportunity sites, with an overview of the Civic Center expansion. It will be illustrated with plans, perspective renderings, and precedent images and can list the development potential.
- **Civic Center Vision:** This Chapter will describe and illustrate a more detailed vision for the Civic Center expansion. It will include a master plan drawing that shows the location of buildings, open spaces, and parking and building sections. It will describe the proposed building program and sustainable building, landscape, and site design considerations.
- **Development Code:** This chapter will be a place-based code that provides a land use plan and zoning standards (building height, setbacks, frontage requirements, on-site open space, parking placement and standards) and building development and design standards or guidelines (massing, articulation, materials, openings, landscape, screening, building signage, etc.). The Development Code will provide streamlined parking requirements that are supportive of a transit-oriented environment, such as lower minimum parking requirements; allowing on-street parking spaces along the plan area frontage to count towards the required number

of required on-site parking spaces; unbundling parking requirements from land uses; the use of mechanical parking lifts; adjusted tandem parking requirements; and removing Administrative Use Permit requirements for certain uses (such as restaurants). The Development Code can also provide parking garage design standards that enable the adaptive reuse of new public and private parking garages for other uses should transportation technologies (such as autonomous cars) make some parking garages obsolete.

- **Transportation:** This chapter, prepared with input from Fehr & Peers, will describe recommended transportation improvements that generate a safe travel environment for non-vehicular travel modes (especially bikes and pedestrians) and that are consistent with the City's Complete Streets Standards (currently underway), particularly first and last mile access to the Metrolink Station, to surrounding neighborhoods, and to important destinations within the Plan Area. The Chapter will include a street network plan and associated cross sections; a bicycle network and pedestrian connectivity plan; and conceptual design considerations for crosswalk design, midblock crossings (if any), bike parking, etc.
- **Public Parking:** This chapter, also prepared with input from Fehr & Peers, will describe any recommended public parking improvements, including public parking garages; park-once and parking management strategies; curbside management strategies (loading, valet, and transportation network company loading and unloading); and recommended Transportation Demand (TDM) strategies.
- **Public Realm:** This chapter, generated in conjunction with Studio-MLA, will describe the components of a public realm that promotes a pleasant and inviting pedestrian experience and encourages non-vehicular access to transit. The Chapter will include a public realm plan; a street tree plan; a planting palette for street trees and park trees; and conceptual design standards for streetscape components, including street furniture, lighting, sidewalk and road treatments, wayfinding signage, and environmental design standards and guidelines.
- **Infrastructure:** This chapter, generated in conjunction with Fuscoe, will discuss the proposed distribution, location, and extent of the utilities infrastructure (water, sewer, power, telephone, cable), solid waste disposal, and other essential facilities needed to support the projected Specific Plan development program.
- **Implementation:** This chapter will identify key public improvement projects and funding and financing strategies for implementing these (such as developer fees or contributions supported by nexus study; developer concession menu or density bonus program; tax increment or other financing districts; grants; available city funds; and the possible disposition of City-owned properties through a public-private partnership or similar model). It will also describe the measures included in the Plan to incentivize developers to provide community benefits (such as project streamlined review for by-right projects and other land development projects consistent with density bonus law and associated environmental clearances). Finally, this Chapter will also include Specific Plan Administration procedures any describe actions that must be completed to implement the Specific Plan.

Deliverables for Task 5.2: Draft TOD Specific Plan (Draft with one round of consolidated Staff comments; Metro comments will be incorporated in Task 5.4).

TASK 5.3: Prepare Draft General Plan Land Use Map and Zoning
M&P will work with Staff and the City Attorney to recommend any required amendments to the General Plan, including a Draft General Plan Land Use Map or text modifications, and to the Zoning Code text and/or Zoning map. Staff and the City Attorney will review the recommended amendments.

Deliverables for Task 5.3: Draft General Plan Land Use Map and text amendments, and Zoning Code text and map amendments.

TASK 5.4: Release Draft TOD Specific Plan to the Public
M&P will incorporate Staff and Metro comments on the Draft Specific Plan (Task 5.2) into a Public Draft Specific Plan. M&P will also incorporate any necessary changes to the General Plan amendment text, General Plan Land Use Map, and Zoning Code. M&P will work with Staff to prepare materials announcing the upcoming Draft TOD Specific Plan public workshops and the availability of the Public Draft Specific Plan for public review. M&P will assist Staff in facilitating two (2) community workshops to present the Draft TOD Specific Plan (see Task 4.4) and associated Draft General Plan and/or Zoning Code amendments to the public.

Deliverables for Task 5.4: Public Draft TOD Specific Plan. Notices announcing release of Public Draft Specific Plan for public review.

TASK 5.5: Finalize General Plan Land Use Policy Map and TOD Specific Plan
Based on comments and feedback from Staff, Metro, the community, and various stakeholders, M&P will prepare a Final Draft General Plan Land Use Map, General Plan text amendments, Zoning Code text or map amendments, and the TOD Specific Plan.

Deliverables for Task 5.5: Final General Plan Land Use Map, Final General Plan text amendments, Final Zoning Code text and map amendments, including Planning Board and City Council Resolutions and Ordinance, and Final TOD Specific Plan document.

TASK 6: PREPARE CALIFORNIA ENVIRONMENTAL QUALITY ACT DOCUMENT

Rincon, with assistance from Staff, will prepare a program level Environmental Impact Report (EIR) and associated technical studies. The EIR will thoroughly assess the impacts of the draft Specific Plan and proposed opportunity sites in compliance with the California Environmental Quality Act (CEQA). Per the RFP, environmental topics anticipated to require in-depth analysis include aesthetics, transportation/traffic, noise, air quality, and greenhouse gases. Although not required for CEQA compliance, Rincon will also prepare a Health Risk Assessment (HRA) for the Specific Plan as required by the Burbank 2035 General Plan and EIR.

The Program EIR will serve two primary purposes: (1) compliance with CEQA's environmental review requirements for the Specific Plan; and (2) serving as a first tier environmental document that will allow for streamlined environmental review of individual development projects in the Specific Plan area, including but not limited to development on the identified opportunity sites. In support of the tiering function, the EIR will also provide sufficient detail to ensure that the potential impacts of known or likely Specific Plan area development projects are addressed as thoroughly as possible at this stage of planning.

Please note that it is anticipated that there may be substantial overlap between the Specific Plan opportunity sites and the housing sites to be identified in the City's Housing Element, which is expected to be prepared concurrently with the Specific Plan. If this is the case, there may be opportunities to use some of the analyses prepared for the Specific Plan in support of the Housing Element EIR or vice versa with associated cost savings. For example, the HRA included in this work scope will likely cover the same general area along the freeway and rail corridors that may be relevant for the Housing Element EIR.

The main tasks in the EIR work program are described below.

TASK 6.1: Prepare Notice of Preparation (NOP)
Rincon will prepare an NOP of a Draft EIR and circulate the NOP as part of the EIR scoping effort. We will submit the NOP to the County Recorder, State Clearinghouse, and all trustee and responsible agencies, consistent with the current CEQA Guidelines. The NOP will be accompanied by an Initial Study (IS), which will document the issues that do and do not warrant further consideration in the EIR. We will submit a draft version of the IS-NOP for City review and incorporate City comments before circulating the document. Up to one additional NOP will be prepared, processed, and re-circulated as noted above to address changes in the scope of what will be studied in the EIR.

Deliverables for Task 6.1: Notice of Preparation (including the Initial Study), submission to County Recorder and the State Clearinghouse.

TASK 6.2: Public Scoping and Community Meeting
During the 30-day NOP period, Rincon will, in coordination with Staff, conduct one public scoping and community meeting on issues to be addressed in the Draft EIR. The meeting will be held before the City's Planning Board and will include an open house and brief presentation by Rincon and City staff, followed by recording of public comments on the EIR scope. Following the meeting, Rincon will prepare a summary of comments received. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, Rincon will be available to attend the meetings via videoconference. Up to one additional public scoping meeting will be held to address one additional recirculation of the NOP for the EIR.

Deliverables for Task 6.2: Attendance at up to 2 Scoping and Community Meeting, either in person or via videoconference, if necessary); Meeting agenda, presentation, public notices, and a summary to Staff of comments received and next steps.

TASK 6.3: Prepare Administrative Draft Environmental Impact Report (EIR)
Rincon will prepare a complete administrative Draft EIR for review by City Staff prior to publication. The administrative Draft EIR will include all text, tables, analysis, and figures as well as the following required sections:

1. Executive Summary
2. Introduction
3. Project Description
4. Environmental Impact Analysis
5. Other CEQA Discussions (Growth Inducement, Significant Irreversible Environmental Effects)
6. Alternatives
7. References

We anticipate that the EIR will include detailed analysis of the following environmental issues:

- Aesthetics
- Air Quality (including a Health Risk Assessment)
- Cultural Resources (historic and archaeological)
- Energy
- Greenhouse Gases
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Population and Housing
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems (including a Water Supply Assessment)

All project impacts will be compared to established thresholds of significance and will be quantified as appropriate and feasible. Air pollutant and greenhouse gas emissions and associated health risks will be modeled using industry standard methodologies. The tribal cultural resources analysis will include compliance with the requirements of SB 18 and AB 52. With the exception of the transportation section, all technical work will be prepared by Rincon staff.

The Health Risk Assessment (HRA) shall also include a refined risk assessment of the emissions from natural gas combustion associated with the power plant units located on the Burbank Water and Power Magnolia campus so that an evaluation of the potential health risks to future residents may be evaluated as part of the HRA.

Upon incorporation of comments from City staff on the administrative Draft EIR, Rincon will provide a Screen check Draft EIR for Staff review to confirm all comments have been addressed.

Deliverables for Task 6.3: Administrative Draft EIR, including all required technical studies (Air Quality/HRA, Cultural Resources Assessment, Greenhouse Gases, Transportation, Water Supply Assessment) followed by a Screen check Draft EIR.

TASK 6.4: Public Review of Draft EIR, Notice of Availability (NOA), and associated Planning Board Public Hearing

Rincon will prepare a Public Draft EIR that incorporates comments received from Staff. The Public Draft EIR will be released and distributed for public review and comment for the State-mandated circulation time (minimum of 45 days). Rincon will prepare the NOA for City review and will file and distribute the NOA to responsible and trustee agencies, and to those public agencies and organizations that may be affected by the Project per the mailing list prepared in coordination with Staff. The City will post the NOA in local newspapers and distribute to nearby owners and occupants based on the Staff/Rincon developed list.

Rincon will attend a public hearing, either in-person or via videoconference, of the Planning Board during the Draft EIR comment period and will work with Staff to facilitate public comments at the hearing.

Deliverables for Task 6.4: Electronic PDF of Public Draft EIR for web posting and printing; NOA; presentation before the Planning Board during public review period of Draft EIR.

TASK 6.5: Prepare Responses to Comments
Following the Draft EIR public comment period, Rincon will prepare draft responses to public comments received in writing. All responses will be supported by facts and reasoned analysis.

Deliverables for Task 6.5: Draft responses to public comments for City review.

TASK 6.6: Prepare Draft and Final Mitigation Monitoring and Reporting Program (MMRP)
Rincon will prepare a MMRP that will identify required mitigation measures, responsible implementing departments or parties, and the timeframe for implementation. Rincon will prepare a draft MMRP for Staff and City Attorney review. After City Staff's review, Rincon will prepare a final MMRP that incorporates Staffs' comments.

Deliverables for Task 6.6: Draft and Final MMRP.

TASK 6.7: Prepare Final EIR

Following Staff review of the draft response to comments, Rincon will finalize the responses and prepare the Final EIR for consideration at public hearings. Rincon will assist with the preparation of the CEQA Findings of Fact and Statement of Overriding Considerations resulting from any significant and unavoidable environmental impacts associated with Project implementation. Rincon will also attend up to four public hearings on the EIR.

Deliverables for Task 6.7: Final EIR, including the CEQA Findings of Fact and Statement of Overriding Consideration and attendance at public hearings.

TASK 6.8: Final Filings
Upon a final determination by the City Council on the environmental clearance for the TOD Specific Plan and General Plan Update, Rincon will submit the appropriate filings with associated fees (provided by City) to the County Recorder and State Clearinghouse. These are anticipated to consist of the Notice of Determination (NOD) and associated California Department of Fish and Wildlife forms/fees.

Deliverables for Task 6.8: Final NOD filings.

TASK 7 – PUBLIC NOTICE AND PUBLIC HEARINGS

TASK 7.1: City Boards and Commissions
M&P understands that Staff will prepare the necessary materials to facilitate the public hearing process before various City Boards and Commissions, including but not limited to a public hearing notice and staff report. M&P will assist staff in the preparation of presentation materials, such as a PowerPoint slide show or posters. M&P and Rincon will incorporate comments from the City Boards and Commissions meetings into the Specific Plan and EIR. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, M&P will attend these meetings via videoconference.

Deliverables for Task 7.1: Attendance at up to six (6) public hearings; presentation materials such as PowerPoint slide show or posters; meeting summary for inclusion in meeting minutes (as necessary). M&P assumes Staff will prepare the public hearing package, staff report, signed resolutions (if necessary), and meeting minutes and approvals.

TASK 7.2: Planning Board Public Hearing
M&P understands that Staff will prepare the necessary materials to facilitate the public hearing process before the Planning Board, including but not limited to, a public hearing notice and staff report. M&P will assist staff in the preparation of presentation materials, such as a PowerPoint slide show or posters. M&P and Rincon will incorporate comments from the City Boards and Commissions meetings into the Specific Plan and EIR. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, M&P will attend these meetings via videoconference.

Deliverables for Task 7.2: Attendance at up to three (3) public hearings (in-person or

via videoconference, if necessary); presentation materials such as PowerPoint slide show or posters; meeting summary for inclusion in meeting minutes (as necessary). M&P assumes Staff will prepare the public hearing package, staff report, signed resolutions, and meeting minutes and approvals.

TASK 7.3: City Council Public Hearing
M&P will work with Staff to prepare the necessary materials to facilitate the public hearing process before City Council. M&P will assist staff in the preparation of presentation materials, such as a PowerPoint slide show or posters. M&P and Rincon will incorporate comments from the City Boards and Commissions meetings into the Specific Plan and EIR. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, M&P will attend these meetings via videoconference.

Deliverables for Task 7.3: Attendance at up to three (3) public hearings (in-person or via videoconference, if necessary); Presentation materials such as PowerPoint slide show or posters; M&P assumes Staff will prepare the public hearing package, staff report, signed resolutions, ordinances, and adoption of a Specific Plan and Certification of Final EIR.

EXHIBIT B-3
AMENDED SCHEDULE OF COMPENSATION

For the services outlined in Amended Scope of Services above, the Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

Time and Materials: The City shall pay for the services on a time-and-material basis. Consultant shall invoice the City for all actual hours of work performed in accordance with this First Amendment at the following rates:

TASKS 1 - 2 and 4 - 7

Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Fusco		Kosmont		Rincon		Arellano	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
Task 1: GENERAL PROJECT ADMINISTRATION																
1.1. Kick-off Meeting	18	$ 3,980	6	$ 1,400	-	$ -	8	$ 1,280	-	$ -	4	$ 1,300	-	$ -	-	$ -
1.2. Ongoing Inter-/Intra-Departmental Coordination	39	$ 9,155	28	$ 5,680	-	$ -	-	$ -	-	$ -	11	$ 3,475	-	$ -	-	$ -
1.3. Project Management	104	$ 22,560	104	$ 22,560	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 1	161	$ 35,695	138	$ 29,640	-	$ -	8	$ 1,280	-	$ -	15	$ 4,775	-	$ -	-	$ -
Task 2: SPECIFIC PLAN/STATION AREA ANALYSIS																
2.1. Existing Conditions Analysis	126	$ 17,900	58	$ 8,840	-	$ -	68	$ 9,060	-	$ -	-	$ -	-	$ -	-	$ -
2.2. Coordinate with Metro	28	$ 5,520	20	$ 4,240	-	$ -	8	$ 1,280	-	$ -	-	$ -	-	$ -	-	$ -
2.3. Analysis of Opportunity Sites	222	$ 34,720	82	$ 13,160	76	$ 13,240	64	$ 8,320	-	$ -	-	$ -	-	$ -	-	$ -
2.4. Market/Development Feasibility Study / Communi	191	$ 48,525	6	$ 1,400	-	$ -	-	$ -	-	$ -	185	$ 47,125	-	$ -	-	$ -
2.5. Parking Study and Management Plan/TDM	198	$ 34,080	6	$ 1,400	192	$ 32,680	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 2	765	$ 140,745	172	$ 29,040	268	$ 45,920	140	$ 18,660	-	$ -	185	$ 47,125	-	$ -	-	$ -
Task 4: STAKEHOLDER AND PUBLIC OUTREACH																
4.1. Prepare and Implement Outreach Plan	96	$ 39,920	96	$ 16,420	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ 23,500
4.2. Town Hall Briefing	6	$ 1,400	6	$ 1,400	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
4.3. Focus Groups with Key Community Stakeholders	53	$ 13,945	28	$ 6,320	-	$ -	-	$ -	-	$ -	25	$ 7,625	-	$ -	-	$ -
4.4. Workshops	48	$ 11,200	48	$ 11,200	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
4.5. Briefings with Elected Officials	22	$ 5,240	22	$ 5,240	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 4	225	$ 71,705	200	$ 40,580	-	$ -	-	$ -	-	$ -	25	$ 7,625	-	$ -	-	$ 23,500
Task 5: PREPARE PLANNING DOCUMENTS																
5.1. Vision and Guiding Principles	370	$ 62,620	366	$ 61,880	-	$ -	4	$ 740	-	$ -	-	$ -	-	$ -	-	$ -
5.2 Prepare Draft TOD Specific Plan	901	$ 148,672	656	$ 110,160	-	$ -	148	$ 21,030	97	$ 17,482	-	$ -	-	$ -	-	$ -
5.3 Prepare Draft GP Land Use Map and Zoning	56	$ 8,960	56	$ 8,960	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
5.4. Release Draft TOD Specific Plan to the Public	18	$ 3,320	18	$ 3,320	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
5.5. Finalize GP Land Use Map and TOD Specific Plan	62	$ 9,840	54	$ 8,560	-	$ -	8	$ 1,280	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 5	1,407	$ 233,412	1,150	$ 192,880	-	$ -	160	$ 23,050	97	$ 17,482	-	$ -	-	$ -	-	$ -
Task 6: PREPARE CEQA DOCUMENT																
6.1. Prepare Notice of Preparation (NOP)	127	$ 16,591	3	$ 540	-	$ -	-	$ -	-	$ -	-	$ -	124	$ 16,051	-	$ -
6.2. Public Scoping and Community Meeting	41	$ 6,595	2	$ 360	-	$ -	-	$ -	-	$ -	-	$ -	39	$ 6,235	-	$ -
6.3. Prepare Administrative Draft EIR	1,171	$ 171,645	37	$ 7,300	260	$ 43,740	-	$ -	85	$ 14,488	-	$ -	789	$ 106,117	-	$ -
6.4. Public Review of Draft Documents	91	$ 13,499	3	$ 540	-	$ -	-	$ -	-	$ -	-	$ -	88	$ 12,959	-	$ -
6.5. Prepare Reponses to Comments	76	$ 11,107	7	$ 1,260	-	$ -	-	$ -	-	$ -	-	$ -	69	$ 9,847	-	$ -
6.6. Prepare Draft MMRP	14	$ 2,003	3	$ 540	-	$ -	-	$ -	-	$ -	-	$ -	11	$ 1,463	-	$ -
6.7. Prepare Final EIR	106	$ 18,425	7	$ 1,260	-	$ -	-	$ -	-	$ -	-	$ -	99	$ 17,165	-	$ -
6.8. Final Filings	10	$ 1,345	2	$ 360	-	$ -	-	$ -	-	$ -	-	$ -	8	$ 985	-	$ -
Subtotal Task 6	1,636	$ 241,210	64	$ 12,160	260	$ 43,740	-	$ -	85	$ 14,488	-	$ -	1,227	$ 170,822	-	$ -
Task 7: PUBLIC NOTICE AND PUBLIC HEARINGS																
7.1. City Boards and Commissions (6 meetings)	24	$ 6,240	24	$ 6,240	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
7.2. Planning Board Public Hearing (3 meetings)	12	$ 3,120	12	$ 3,120	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
7.3. City Council Public Hearing (3 meetings)	12	$ 3,120	12	$ 3,120	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 7	48	$ 12,480	48	$ 12,480	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Fee Subtotal per Firm: Tasks 1 - 2 and 4 - 7	4,242	$ 735,247	1,772	$ 316,780	528	$ 89,660	308	$ 42,990	182	$ 31,970	225	$ 59,525	1,227	$ 170,822	-	$ 23,500
Expenses per Firm: Tasks 1 - 2 and 4 - 7		$ 26,750		$ 320		$ 3,340		$ -		$ -		$ 500		$ 11,690		$ 10,900
TOTAL FEE TASKS 1 - 2 and 4 - 7	4,242	$ 761,997	1,772	$ 317,100	528	$ 93,000	308	$ 42,990	182	$ 31,970	225	$ 60,025	1,227	$ 182,512	-	$ 34,400

TASK 3

Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Fusco		Kosmont		Rincon		Outreach	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
Task 3: SB 743 TRAVEL DEMAND MODEL UPDATE AND TRANSPORTATION CEQA ANALYSIS																
3.1. Travel Demand Model Update	1,612	$ 272,710	8	$ 1,760	1,604	$ 270,950	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.2. Transportation Report	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.3. EIR Support	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.4. Develop VMT Evaluation Tool	280	$ 51,620	8	$ 1,760	272	$ 49,860	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Fee Subtotal per Firm: Task 3	1,892	$ 324,330	16	$ 3,520	1,876	$ 320,810	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Expenses per Firm: Task 3		$ 60,500		$ -		$ 60,500		$ -		$ -		$ -		$ -		$ -
TOTAL FEE TASK 3	1,892	$ 384,830	16	$ 3,520	1,876	$ 381,310	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -

SUMMARY: ALL TASKS

Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Fuscoe		Kosmont		Rincon		Arellano	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
TASKS 1 -2 AND 4 - 7																
Fee	4,242	$ 735,247	1,772	$ 316,780	528	$ 89,660	308	$ 42,990	182	$ 31,970	225	$ 59,525	1,227	$ 170,822	-	$ 23,500
Expenses		$ 26,750		$ 320		$ 3,340		$ -		$ -		$ 500		$ 11,690		$ 10,900
Subtotal Tasks 1 - 2 and 4 -7	4,242	$ 761,997	1,772	$ 317,100	528	$ 93,000	308	$ 42,990	182	$ 31,970	225	$ 60,025	1,227	$ 182,512	-	$ 34,400
Task 3																
Fee	1,892	$ 324,330	16	$ 3,520	1,876	$ 320,810	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Expenses		$ 60,500		$ -		$ 60,500		$ -		$ -		$ -		$ -		$ -
Subtotal Task 3	1,892	$ 384,830	16	$ 3,520	1,876	$ 381,310	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Fee Subtotal per Firm	6,134	$ 1,059,577	1,788	$ 320,300	2,404	$ 410,470	308	$ 42,990	182	$ 31,970	225	$ 59,525	1,227	$ 170,822	-	$ 23,500
Expenses per Firm		$ 87,250		$ 320		$ 63,840		$ -		$ -		$ 500		$ 11,690		$ 10,900
TOTAL FEE	6,134	$ 1,146,827	1,788	$ 320,620	2,404	$ 474,310	308	$ 42,990	182	$ 31,970	225	$ 60,025	1,227	$ 182,512	-	$ 34,400

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

DATE: April 6, 2021

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Patrick Prescott
Title: Community Development Director
Telephone: 818-238-5176

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

Elizabeth Moule & Stefanos Polyzoides Architects and Urbanists

Representative:	Name:	Juan Gomez-Novy
	Title:	Principal Managing Planner
	Telephone:	626-844-2400
	Email:	jgomeznovy@mparchitects.com
Mailing Address:		180 E. California Blvd. Pasadena, CA 91105

TERM:

Original Commencement date:	May 5, 2020
Original Completion date:	May 5, 2021
1st Amended Completion date:	May 5, 2021
2nd Amended Completion date:	May 5, 2022

COST OF SERVICE:

Original Cost of Service:	$1,125,000.00
1st Amendment to Cost of Service:	No Change
2nd Amendment to Cost of Service:	No Change

THIS SECOND AMENDMENT TO THE AGREEMENT MUST BE EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND THEN APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THIS SECOND AMENDMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

1.0 Purpose. City and Consultant entered into a written agreement dated May 5, 2020, ("Agreement") for Consultant to assist with the creation of the Transit Oriented Districts (TOD) Specific Plan, Update to the General Plan, and associated Environmental Assessment. The Parties entered into a First Amendment to the Agreement ("First Amendment") to clarify the Consultant's full legal entity. Now, City and Consultant desire to enter into this Second Amendment to extend the Term to May 5, 2022.

2.0 Extension to Term. The Term, as defined in Section 2.1 of the Agreement, is hereby extended to May 5, 2022.

3.0 Ratification of Professional Services Agreement. All other provisions of the Agreement dated May 5, 2020, as amended by the First Amendment dated September 8, 2020, not inconsistent with this Second Amendment shall remain in full force and effect.

In recognition of the obligations stated in this Second Amendment, the parties have executed this Second Amendment on the date indicated above.

"CONSULTANT"

Signature

STEFANOS POLYZOIDES
Name *(please print)*

EXEC VICE PRESIDENT
Title

If Consultant is a corporation or LLC, a Second signature is required:

Signature

ELIZABETH MOULE
Name *(please print)*

Chairperson
Title

"CLIENT"

By: Patrick Prescott
Signature

Patrick Prescott
Name *(please print)*

Community Development Director
Title

Approved as to Form
Office of the City Attorney

By: Iain MacMillan
Signature

Iain MacMillan
Name *(please print)*

Assistant City Attorney
Title

ATTEST:
Office of the City Clerk

Zizette Mullins, MMC, City Clerk

2021 AUG 27 AM 8:00
CITY OF BURBANK
PURCHASING DIV.

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

DATE: September 8, 2020

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Patrick Prescott
Title: Community Development Director
Telephone: 818-238-5176

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists

Representative:	Name:	Juan Gomez-Novy
	Title:	Principal Managing Planner
	Telephone:	626-844-2400
	Email:	jgomeznovy@mparchitects.com
Mailing Address:		180 E. California Blvd. Pasadena, CA 91105

TERM:

Original Commencement date:	May 5, 2020
Original Completion date:	May 5, 2021
1st Amended Completion date:	No Change

COST OF SERVICE:

Original Cost of Service:	$1,125,000.00
Revised Cost of Service with this 1st Amendment:	No Change

THIS AMENDMENT TO THE AGREEMENT MUST BE EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND THEN APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THIS AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

1.0 Purpose. City and Consultant entered into a written agreement dated May 5, 2020, for Consultant to prepare the Downtown Burbank Metrolink Station Transit Oriented Development Specific Plan, General Plan Update, and Environmental Impact Report ("Agreement"). The Parties are entering into this First Amendment to the Agreement ("First Amendment") to correct a clerical error and clarify the Consultant's full corporate name by replacing "Moule & Polyzoides, Architects and Urbanists" throughout the Agreement with "Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists".

2.0 Amendment to Consultant's Business Name. All uses of "Moule & Polyzoides, Architects and Urbanists" in the Agreement shall hereby be replaced with "Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists".

3.0 Ratification of Professional Services Agreement. All other provisions of the Agreement dated May 5, 2020, not inconsistent with this First Amendment, shall remain in full force and effect.

In recognition of the obligations stated in this First Amendment, the parties have executed this First Amendment on the date indicated above.

"CONSULTANT"

Signature

STEFANOS POLYZOIDES
Name *(please print)*

V. President
Title

If Consultant is a corporation or LLC, a Second signature is required:

Signature

ELIZABETH MOULE
Name *(please print)*

Chairperson
Title

"CITY"

Signature

Patrick Prescott
Name *(please print)*

Community Development Director
Title

Approved as to Form
Office of the City Attorney

Signature

Iain MacMillan
Name *(please print)*

Assistant City Attorney
Title

ATTEST:
Office of the City Clerk

Zizette Mullins, MMC, City Clerk

PROFESSIONAL SERVICES AGREEMENT

by and between

THE CITY OF BURBANK

and

MOULE & POLYZOIDES, ARCHITECTS AND URBANISTS

dated as of May 5, 2020

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into this 5th day of May, 2020, (the "Effective Date"), by and between **THE CITY OF BURBANK**, a municipal corporation (the "City") and **Moule & Polyzoides, Architects and Urbanists** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

City and Consultant agree as follows:

1.0 Services. Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the "Scope of Services" set forth on Exhibit A to this Agreement (the "Scope of Services"). The initiation of service by the Consultant should not commence until all of the following conditions have been satisfied:

(a) Consultant has furnished all of the insurance documents required by Section 10.0 below; and

(b) Consultant has furnished any required supporting documentation required by Sections 16.0 below.

(c) To the extent that the Scope of Services involves more than one service, Consultant shall perform the services only to the extent of the authorization provided by the City Project Manager. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the City Project Manager. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless City and Consultant have agreed in writing before the performance of extra services that are beyond the Scope of Services, City shall have no liability for such extra services and Consultant shall have no right to claim compensation for such extra services or expenses. The applicable hourly rates for authorized extra services shall be at the hourly rates set forth in the Schedule of Compensation

(Exhibit B) unless otherwise agreed to by the parties in writing.

2.0 Term of Agreement; Termination.

2.1 Term. The term of this Agreement is from the Effective Date until May 5, 2021; provided, however, that the term of this Agreement may be extended by written amendment executed by authorized representatives of each of the Parties or may be earlier terminated as provided in Section 2.2 below (the "Term").

2.2 Termination by City. The City may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Consultant thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.

2.3 Effect of Termination. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) days following submission and approval of a final invoice by Consultant unless termination is for cause. In the event that such termination was for cause, Consultant shall be compensated only to the extent required by law.

3.0 Compensation and Schedule of Compensation. The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the City to the Consultant under this Agreement shall not exceed the sum of $1,125,000.00 (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Consultant shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Consultant unless it is within the Scope of Services (Exhibit A).

3.1 If this Agreement has been directly approved by the City Council, the City Council hereby authorizes the Designated Official to increase the Cost of Services in an amount not to exceed $1,125,000.00.

4.0 Personnel.

4.1 The staff person designated by Consultant to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Juan Gomez-Novy
Principal Managing Planner
Moule and Polyzoides
180 E. California Blvd.
Pasadena, CA 91105
(626) 844-2400
jgomeznovy@mparchitects.com

Representative shall be a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, City on the progress of the work. The Consultant may, from time to time, remove or replace the Representative designated in this Agreement only with prior written consent by the City's Designated Official.

4.2 The services to be performed by Consultant shall be accomplished under the general direction of, and coordination with, the staff person designated by the City serving as the project manager (the "City Project Manager"). The City Project Manager designated by the City for day-to-day administration of this Agreement shall be:

Leonard Bechet, Senior Planner
150 N. Third St., 2nd floor
Burbank, CA 91502
(818) 238-5250
lbechet@burbankca.gov

The City may, from time to time, remove or replace the City Project Manager designated in this Agreement by written notice to Consultant. The City Project Manager has no authority to execute any amendments, consents or waivers on behalf of the City.

4.3 With respect to matters that extend beyond the day-to-day administration of this Agreement, the City designates Federico "Fred" Ramirez, Assistant Community Development Director, Community Development Department, (the "Designated Official") to handle such matters.

(818) 238-5250
framirez@burbankca.gov

5.0 **Invoicing and Payment.** Consultant shall provide City with written invoices evidencing Consultant's service, which written invoices shall be in a form reasonably satisfactory to the City Project Manager. Invoices shall be made no more frequently than on a monthly basis and no less frequently than every 60 days, and shall describe in reasonable detail the work performed (including a list of hours worked by personnel classification) together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after City's approval of such invoice.

6.0 **Standard of Skill.** Consultant, and Consultant's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Consultant shall be with the degree of skill and diligence normally practiced in the industry for which Consultant is being retained by the City. To the extent that Consultant's industry is subject to guidelines, rules or other standards, Consultant shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Consultant's work by the City shall not operate as a release of the Consultant from such standard of care and workmanship.

7.0 **Independent Contractor.** Consultant is retained and engaged by the City only to the extent set forth in this Agreement, and the Consultant's relationship to the City is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for City's officers or employees. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Consultant (including any of its officers, employees or other agents) of its obligations under this Agreement. Consultant has no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether

by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City.

8.0 Hold Harmless and Indemnity. Consultant shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. To the fullest extent provided by law, Consultant holds City, its elected officials, officers, agents, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Consultant is on City property, or which are connected, directly or indirectly, with Consultant's performance of any activity or work required under this Agreement.

8.2 Defense and Indemnity. Consultant shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, or the willful misconduct of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Consultant of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Section Code 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant.

8.3 No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.0 below.

9.0 Correction or Re-Performance of Work. If City believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, City shall deliver notice to Consultant. Such City's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon City's sole discretion, may also make a request for Consultant to re-perform the services. If City requests Consultant to re-perform services, Consultant shall promptly re-perform the services at no additional cost to City in a reasonably timely manner. Should Consultant fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Consultant hereunder or charged to Consultant with such amounts to be paid by Consultant within thirty (30) days of receipt of such invoice.

10.0 Insurance. For purposes of this Section and Exhibit C of this Agreement, "Consultant" shall include Moule & Polyzoides, Architects and Urbanists, and each subcontractor and subconsultant referenced in Exhibits A-B of this Agreement. All insurance obligations in this Section and Exhibit C of this Agreement shall apply to both Moule & Polyzoides, Architects and Urbanists, and each subcontractor and subconsultant referenced in Exhibits A-B of this Agreement.

10.1 Insurance Coverage. Consultant shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.

10.2 Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Consultant under this Agreement, Consultant shall provide the City with copies of certificates (on an Accord form as modified per City direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the City, Consultant shall deliver a copy of its insurance policies.

10.3 Failure to Maintain Insurance. If Consultant receives a cancellation notice of any insurance required by this Agreement, Consultant shall, within one day of receipt, forward said notice to City Project Manager. If Consultant at any time during the Term of this Agreement, should fail to secure or

maintain any insurance required under this Agreement, the City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

11.0 Work Product.

11.1 Deliverables. Consultant shall deliver to the City the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The City may also request, and Consultant shall provide to City, copies of all other information developed in the course of the Consultant's performance of this Agreement. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all Work Product produced by the Consultant. Consultant represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

11.2 Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

12.0 Confidentiality.

12.1 Non-Disclosure Exemptions. Consultant may be granted access to information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in the California Public Records Act.

12.2 Confidentiality Obligation. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Consultant has secured such customer's express, written consent to release of such customer's information, (c) any information classified by City as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by City until City has advised Consultant in writing that such information may be released. Specifically excluded from this Confidentiality provision is any disclosure which is required pursuant to a validly issued Court order or Court ordered subpoena.

13.0 Acceptance of Final Payment by Consultant. The acceptance by Consultant of the final payment made under this Agreement shall release City from all claims and liabilities for compensation to or for the benefit of Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any depositing or cashing of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check; provided, however, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, agents, subcontractors and subconsultants for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Consultant; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, agents, subcontractors and subconsultants.

14.0 Records. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City, the Designated Official or the City Project Manager. Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted

accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Consultant shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

15.0 Conflict of Interest. Consultant agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Consultant represents and warrants that it is unaware of any City employee or official that has a financial interest in Consultant's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer or accept any financial interest in Consultant's business by any City employee or official.

16.0 Payee Registration Form. City shall provide a Payee Registration Form to Consultant and Consultant shall deliver a completed registration form to the City. Consultant acknowledges that this form is necessary for the City to process any payment for services hereunder.

17.0 Non-Appropriation of Funds. Payments due and payable to Consultant for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year for additional services outside of the Scope of Services, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

18.0 Compliance with Laws. In accordance with the professional standard of care, Consultant agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

18.1 Permits and Licenses. Consultant, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18.2 Anti-Terrorism Laws; Sanctions. The Consultant represents and warrants that:

(1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism);

(2) it does not engage in any dealings or transactions with any such persons described above; and

(3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

19.0 Meet and Confer. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

20.0 Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and

invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

21.0 **Integrated Agreement; Construction.** This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

22.0 **Amendment; Modification.** This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

23.0 **Assignment.** This Agreement is personal to the Consultant and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Consultant is voidable in the City's sole discretion.

24.0 **Use of the Term "City."** Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

25.0 **Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

26.0 **Execution Counterparts.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto. Facsimile transmission and/or validated electronic transmission to one Party of a true copy of a counterpart duly

executed by the other Party shall constitute valid delivery of such counterpart.

27.0 **Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.

28.0 **Survival.** The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

29.0 **Notices.** Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO CITY:

The City of Burbank
Community Development Department
Attention: Leonard Bechet, Senior Planner
150 N. Third St., 2nd floor
Burbank, CA 91502
lbechet@burbankca.gov

With a copy to:

The City of Burbank
Community Development Department
Attention: Fred Ramirez, Assistant Community Development Director
150 N. Third St., 2nd floor
Burbank, CA 91502
lbechet@burbankca.gov

TO CONSULTANT:

Moule & Polyzoides, Architects and Urbanists
Attention: Stefanos Polyzoides, Architect
150 N. Third St., 2nd floor
Burbank, CA 91502
spolyzoides@mparchitects.com

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

30.0 **Safety Requirement.** To the extent that Consultant performs any work on premises owned or leased by the City, the Consultant agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, should immediately be reported to the City Project Manager.

31.0 **Copyright.** In the event Consultant creates an original work product as part of the Scope of Services ("work product"), Consultant agrees that work product is a work made for hire. Consultant acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for–hire as defined in 17 U.S.C. 101, then Consultant hereby transfers any and all interest of the copyright(s) in the work product to City. This transfer and assignment are irrevocable and in perpetuity.

Further, Consultant represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to City prior to the completion of the Scope of Services. Consultant indemnifies and defends City as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Consultant agrees to provide all log-in credentials for social media

and other on-line electronic platforms to City related to the Scope of Services in this Agreement within ten (10) days of establishing same, which shall allow City at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should City choose to do so. In any event, upon the conclusion of Consultant's services, Consultant shall no longer utilize any log-in credentials or electronic on-line platforms.

32.0 **Prevailing Wages.** To the extent that the Consultant performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Consultant agrees that it shall comply with this Section. The Consultant, and any subcontractor or subconsultant working on behalf of the Consultant with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Consultant shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Consultant must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than $25,000.

[Signature Page on the Following Page]

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"CONSULTANT"
[Insert Consultant Name]

E Moule
Signature

ELIZABETH MOULE
Name (Please Print)

PRESIDENT
Title

If Consultant is a corporation or LLC, a second signature is required:

Polyzoides
Signature

STEFANOS POLYZOIDES
Name (Please Print)

EXECUTIVE V.P.
Title

"CITY"
City of Burbank

Signature

Justin Hess
Name (Please Print)

City Manager
Title

ATTEST:
Office of the City Clerk

Yvette Hall for
Zizette Mullins, MMC, City Clerk

Approved as to Form
Burbank City Attorney's Office

By: Iain MacMillan
Signature

Iain MacMillan
Name>

Assistant City Attorney
Title>

EXHIBIT A
SCOPE OF SERVICES

M&P will complete all the scope of service components listed on page 7 – 21 of the RFP by way of a five-part process: kick-off, discovery, visioning, production, and adoption hearings:

1. Kick-off (RFP Task 1). We will begin the project with a kick-off meeting and site tour with City staff and the City's TOD Specific Plan Working Group and will then finalize the project scope, process, and schedule, and describe it to the City Council at a Town Hall Briefing.

2. Discovery (Task 2). During the Discovery stage we will review existing documents, conduct a physical analysis of the project area and work with City staff, the City's TOD Specific Plan Working Group, and stakeholders to gain a thorough understanding of the project's opportunities and constraints, the city's needs and expectations, and to identify preliminary plan goals and objectives. After touching base with Metro and briefing elected officials, we will wrap this stage up with a Discovery Workshop (Task 4.3) to share our findings and receive input from the community.

3. Visioning (Task 5.1). During the Visioning Stage we will work with City staff and the City's TOD Specific Plan Working Group to translate the Discovery findings and community input received during the Discovery Workshop into an illustrated vision for the Plan area and the 10 opportunity sites. After checking in with the Metro and briefing elected officials we will present the vision to the public for input at the Visioning Workshop (Task 4.3).

4. Production (Tasks 5.2 – 5.5 and 6). Taking the input received during the Visioning Workshop, we will prepare a draft Specific Plan that includes all the components in draft form. After checking with Metro and briefing elected officials, we will present the Draft Plan to the community for their input at the Public Draft Specific Plan Workshops (Task 4.3). During this phase, the Draft EIR and associated technical reports will be prepared and reviewed by the community during the Public Review period and at a Planning Board meeting.

5. Adoption (Task 7). During this phase we will assist City staff in shepherding the Specific Plan, any General Plan and/or Zoning Code amendments, and the EIR through the various City Boards, Commissions and City Council, leading to the project's and the EIR's adoption and certification.

TASK 1: GENERAL PROJECT ADMINISTRATION

TASK 1.1: KICK-OFF MEETING

M&P will work with City Planning Staff (Staff) to organize an initial kick-off meeting with the City's TOD Specific Plan Working Group, comprised of Planning Staff, staff from other City Departments, Metro staff, and other outside agency staff to:

- Review work program objectives, tasks, products, and preliminary schedule.
- Discuss recent or current studies, plans, or planning-related efforts.
- Identify data needs to complete the work program, and relevant Metro Plans and toolkits related to transit-supportive development.
- Establish communication protocols between the City's project manager and M&P's project manager as well as between the Project Team's technical consultants and staff members from the applicable City departments.
- Discuss the roles and responsibilities that relevant City agencies and departments, as well as outside agencies (e.g., Metro, Caltrans, Los Angeles County Flood Control District), will play in achieving the objectives of the work program, including type and frequency of required coordination.
- Confirm appropriate contacts within each organization.
- Establish a calendar for quarterly briefings of agencies and departments.
- Conduct a mobile site tour of the plan area.

Deliverables for Task 1.1: Attendance at kick-off meeting and Google Maps site tour via videoconferencing platform such as Zoom or GoToMeeting; agenda; meeting summary; memorandum/table summarizing relevant planning documents, current planning efforts, City data needs from consultant and vice versa; and a coordination approach with other agencies and departments.

TASK 1.2 — ONGOING INTER- AND INTRA-DEPARTMENTAL COORDINATION

M&P will work with Staff to ensure that parallel planning efforts by other City departments (Public Works, Building and Safety, Transportation, Parks and Recreation, Housing and Economic Development), working groups (TOD Specific Plan Working Group, Development Oversight Committee) and external County and regional agencies (Metro) are consistent with the TOD Specific Plan. It is M&P's understanding that recent, current, and upcoming planning efforts include the Housing Element Update, the Citywide Complete Streets Plan, an Analysis of Impediments to Fair Housing, and the Greenhouse Gas Reeducation Plan 2020 Update.

M&P will also participate in quarterly briefings (via conference call, videoconference call, sit down meeting, or a combination thereof) with the City's TOD Specific Plan Working

Group. At each meeting, M&P will assist Staff in updating and soliciting feedback from the Working Group on project progress and upcoming public outreach.

Deliverables for Task 1.2: Work with Staff to develop meeting agendas and, as necessary, prepare summary memorandum(s) that identify action items, responsible parties, and a timeline resulting from each meeting.

TASK 1.3 — PROJECT MANAGEMENT

M&P and will participate in bimonthly to monthly meetings and/or video/teleconferences with Staff to discuss design strategies and solutions, plan community engagement meetings, review project progress, etc. M&P's project manager will prepare monthly invoices and progress reports (summary of work completed) that track tasks com¬pleted or partially completed to date, the overall remaining budget, budget remaining by task, and expenses incurred to date. M&P will also assist staff in the preparation of Quarterly Progress Reports for submittal to Metro that describe progress to date, highlight expected completion dates, and identify anticipated delays. As needed, M&P will also participate in briefings with Metro staff on a quarterly basis or around key project milestones.

Deliverables for Task 1.3: Participation in bi-monthly to monthly meetings, video conferences, or teleconferences with Staff; Submittal of monthly invoices and progress reports; Updated schedule and budget (as needed); Quarterly progress reports; and participation in Metro staff briefings.

TASK 2 — SPECIFIC PLAN/STATION AREA ANALYSIS

Task 2.1— EXISTING CONDITIONS ANALYSIS

Using Metro's Transit Supportive Planning Toolkit's 10 Characteristics of Transit Supportive Places and the equity issues identified in the grant application, M&P will work with Staff to evaluate the existing conditions of the proposed Specific Plan project area and summarize the findings in a comprehensive report. The analysis will consist of a physical analysis and existing document review:

- Physical Analysis. The report will identify existing conditions that inhibit the implementation of complete neighborhoods and streetscapes, limit access to transit, and hinder a diverse mix of land uses near transit, including housing for all socioeconomic levels. The analysis will also inventory and map existing land uses, circulation patterns, streetscape, mobility amenities, utilities infrastructure, and identify opportunities and constraints related to transit-oriented development. The report, along with the findings of the Opportunity Sites Analysis (Task 2.3), the Market and Development Feasibility Analysis (Task 2.4), and the Parking Study (Task 2.5), will identify areas where change could or would be likely to occur over

the plan horizon.

- Existing Document Review. The team will review applicable policy documents, including the Burbank 2035 General Plan, the Burbank 2035 Greenhouse Gas Reduction Plan, the Climate Action Plan, current zoning regulations, relevant Specific and Master Plans, transportation plans and programs, the Green Streets Policy, and other related studies to ascertain consistency with Metro's 10 Characteristics of Transit-Supportive Development and identifying obstacles to reaching the City's 12,000 unit housing target. The analysis will also include a review of existing and planned bicycle and pedestrian improvements in relation to the City's Complete Streets planning efforts, which M&P understands is currently underway, to identify any modifications to the street network due to land use modifications proposed by this Project or any existing General Plan action items.

Deliverables for Task 2.1: Comprehensive Existing Conditions Report (Draft with one round of consolidated comments incorporated into Final Report).

TASK 2.2: Coordinate with Metro on Transit-Supportive Planning Toolkit Integration

M&P will attend up to five (5) meetings, videoconferences, or teleconferences with Metro and City staff. M&P understands that the purpose of the first meeting will be to review Metro initiatives, policies, and toolkits – including Metro's Transit Supportive Planning "Toolkit," the Countywide Sustainability Policy, First-Last Mile Strategic Plan, Green Streets Policy, and the Green Places Toolkit – and identify strategies and practices that should be incorporated into the proposed Specific Plan process and document. The remaining four (4) meetings will be devoted to updating Metro on the analysis findings (Task 2), the public outreach process and input received (Task 4), and the Specific Plan preparation (Task 5).

Deliverables for Task 2.2: Attendance at up to five (5) meetings, videoconferences, or teleconferences with City and Metro staff; meeting summaries; memorandum memorializing recommendations and next steps.

TASK 2.3: Analysis of Opportunity Sites

M&P will work with the project team and Staff to confirm the location and extent of the opportunity sites shown in Exhibit B of the RFP, as well as identify any additional or alternative sites that may arise during the existing conditions analysis and stakeholder interview process. Once the sites have been confirmed, the project team will build upon the findings of the Existing Conditions Analysis (Task 2.2) to identify any shortcomings in existing specific plan and zoning standards that would need to be adjusted by this TOD

Specific Plan to achieve the City's goal of introducing housing and transit-supportive development within the Plan area; identify optimum first-last mile connections between the opportunity sites and the Downtown Burbank Metrolink Station, as well as to the Downtown, the Civic Center, and the community surrounding the Plan Area; and identify shortcomings in existing street classifications and design standards along these routes that are inconsistent with the City's goals for complete, walkable, multi-modal, transit supportive, green streets.

The findings of the analysis will be summarized in a memorandum that confirms the location and extent of the opportunity sites; identifies necessary amendments and recommended procedures for updating existing regulations such as the General Plan and Zoning Code; recommends first/last mile improvements within the TOD Specific Plan area between the Opportunity Sites, the Metrolink Station, Downtown, the Civic Center, and surrounding neighborhoods; and provides recommendations regarding potential policy and infrastructure improvements to enhance Station and Plan Area access.

Deliverables for Task 2.3: Opportunity Sites Analysis Memorandum and associated mapping/diagramming (Draft with one round of consolidated comments incorporated into Final Report).

TASK 2.4: Conduct Market and Development Feasibility Study, and Consider a Community Benefit Strategy

Kosmont will provide a high-level market analysis that describes the current local and regional economic, demographic, and employment data to evaluate market supply and demand conditions for different development and land use types, including residential (various densities), retail, office, entertainment, and mixed/blended uses. Kosmont staff will analyze demographic and real estate market trends (rents, sale prices, land values, new construction, absorption rates) and forecast a range of long-term growth prospects in the City and Burbank-Glendale-Pasadena market area. The analysis will include evaluation of up to 10 opportunity sites identified by the City or through stakeholder outreach. Kosmont will also perform high level valuation estimates for the various City-owned properties within the Plan Area.

Based on stakeholder outreach and identification of desired community benefits, Kosmont will conduct a fiscal analysis of community benefits. The first step will be to work with the project team and Staff to identify a list of targeted public and transportation improvements, including possible expansion of the Civic Center, and assign "rough order of magnitude" costs. The second step will be to create proformas based on up to three (3) development scenarios to test potential developer contributions and concessions. Based on estimated infrastructure costs, Kosmont will identify funding sources based on infrastructure types

– including, but not limited to, developer fees or contributions supported by nexus study, developer concession menu, or density bonus program; tax increment or other financing districts; grants; or available city funds – and fiscal impact.

Lastly, Kosmont will provide final recommendations for a community benefits strategy and reuse of City-owned properties with recommended steps for implementation.

Deliverables for Task 2.4: Market Study, Evaluation of 10 Opportunity Sites, High Level City-owned Property Valuation Estimates, Development Feasibility Report, and Community Benefit Strategy (Draft with one round of consolidated comments incorporated into Final Report).

TASK 2.5: Conduct Parking Study and Management Plan and Recommendations for Transportation Demand Management

Fehr & Peers shall create a parking study and management plan for the TOD Specific Plan area, building off the findings from the existing conditions report (Task 2.1) and the parking management implementation plan as part of the Burbank Common parking study. As part of the Burbank Common study, parking inventory, hourly occupancy, and turnover data collection was conducted for all public parking facilities (on-street and off-street) within the Burbank Center Plan Boundary between Glenoaks Boulevard, Providence Avenue, Victory Boulevard, and Magnolia Boulevard. This data was collected on one weekday (8 AM to 8 PM) and one weekend day (10 AM to 10 PM).

To supplement this public facility data, Fehr & Peers shall conduct parking inventory, hourly occupancy, and turnover data collection at up to six (6) private parking facilities within the Burbank Center Plan Boundary. The selection of private parking facilities will be strategic, and in consultation with the City, to effectively sample the existing parking demand for a variety of land uses found within the study area. To provide a comparison with the public facility data collection, the private facility data collection will also be conducted on one weekday (8 AM to 8 PM) and one weekend day (10 AM to 10 PM). This scope reflects a strategic sampling of the overall parking inventory within the Burbank Center Plan Boundary and is designed to effectively support the parking study and management plan analysis. However, if the City seeks to collect a larger sample of private and/or public parking facilities, Fehr & Peers shall adjust the scope and fee accordingly.

Using the public and private parking facility data and industry best-practice guidelines, Fehr & Peers shall forecast future parking demand within the Burbank Center Plan Boundary. This forecasting analysis will consider existing and potential shared parking opportunities and the parking management implementation plan findings from the Burbank Common parking study. Fehr & Peers will provide graphics and tables to display

the future parking demand and identify instances where existing parking supply is either deficient or provides a surplus. Fehr & Peers shall develop strategies to meet the parking needs of the study area. The strategies considered will include dynamic pricing strategies, technology strategies to direct drivers to open parking spaces, capacity increases through valet and automated parking, parking consolidation strategies (e.g., parking districts, shared parking, park-once strategies), and incentives for reducing supply such as unbundled parking and parking maximums. Fehr & Peers shall also develop strategies to effectively manage bicycle parking and pick-up/drop-off curb space for freight deliveries and Transportation Network Companies (TNCs) such as Uber and Lyft.

Finally, Fehr & Peers will compile a list of potential Transportation Demand Management (TDM) measures to reduce future parking demand. These measures will include enhancements to existing programs, measures adopted by peer cities and TOD specific plan areas, and additional strategies and innovative TDM practices identified by Fehr & Peers. This list will include a brief summary of each measure, high-level assessments of cost and effectiveness (high/medium/low), and examples of successful implementation (if applicable). Using this information, Fehr & Peers will assess the parking demand reduction potential of each strategy based upon the anticipated adoption rates and effectiveness.

Deliverables for Task 2.5: Report summarizing the parking analysis findings, parking management strategies, and TDM recommendations (Draft with one round of consolidated comments incorporated into Final Report).

TASK 3: SB 743 Travel Demand Model Update and Transportation CEQA Impact Analysis

Fehr & Peers will update the City's travel demand model, transportation impact analysis methodology, and significance thresholds to be consistent with SB 743 and the Office of Planning and Research (OPR) SB 743 Guidelines. This revised methodology will be used to evaluate the impact that the Specific Plan recommendations may have on the City's transportation network, and its findings will be incorporated into project's Program Environmental Impact Report. The updates, which include the City's Travel Demand Model to measure Vehicle Miles Traveled as required by the new CEQA guidelines, shall apply both to the analysis of the Specific Plan as well as to future development and transportation projects throughout the City of Burbank.

Task 3.1: Travel Demand Model Update

Task 3.1.1: Develop Methodology to Measure Vehicle Miles Traveled

Fehr & Peers will analyze existing and projected VMT levels for the City of Burbank and vicinity using data from the City of Burbank travel demand model (including updates

described in Task 3.1.2) along with the 2020 SCAG RTP/SCS regional travel demand model. Fehr & Peers will run the models to develop existing and future VMT data for the following metrics:

- Citywide, Countywide and SCAG Region VMT
- VMT per capita
- Household VMT per capita
- Work VMT per employee
- VMT per service population

This analysis will provide the basis for the development of VMT metric, screening, and threshold options.

Fehr & Peers will develop VMT impact threshold options and guidelines for land use projects based on policy goals discussed with City staff, and consistency with SB 743 guidance from the State. The guidelines will describe where and when the selected VMT metrics should be applied. As part of this task, Fehr & Peers will document how the various threshold options would meet the substantial evidence test under CEQA.

Fehr & Peers will also develop VMT screening options for land use projects based on policy goals discussed with City staff, and consistency with SB 743 guidance from the State. OPR has provided guidance for screening projects that would generate low VMT, including screening based on project size, retail nature (local-serving versus regional), location within a low-VMT area or within a transit priority area. The City of Burbank will need to determine their preferred screening options from the opportunities presented. After developing the VMT threshold options, Fehr & Peers will apply the selected metrics on up to five case studies, to be selected in consultation with City staff. The case studies will be used to evaluate the project-level VMT impacts for a variety of development types and locations as well as the potential to mitigate impacts with potential TDM strategies/programs as developed in this task. Only TDM strategies that have available research supporting quantifiable trip/VMT reductions will be included.

The proposed guidelines will clarify the methodology for determining significant impacts, such as projects that induce travel demand or increase VMT per capita. The most appropriate methodologies for quantifying the impacts will be identified as well. The guidelines will also demonstrate how the recommended VMT metrics, screening criteria, and impact thresholds support policy goals to improve the VMT performance of new projects, implement the objectives of SB 743, and meet the substantial evidence standard under CEQA.

Deliverable for Task 3.1.1: Technical Memorandum describing the proposed approach for including, measuring, and setting CEQA thresholds for VMT analysis compatible with the latest CEQA Guidelines and the Governor's Office of Planning and Research (OPR) guidance (Draft with one round of consolidated comments incorporated into Final Report).

Task 3.1.2: Update Burbank Travel Demand Model to Measure VMT as well as trips

Task 3.1.2.1: Data Collection
The City of Burbank Travel Demand Model will rely on the most recent Census and California Household Transportation Survey (CHTS) data and data inputs used within the 2020 SCAG Regional Transportation Plan travel demand model. Fehr & Peers will collect existing and available traffic and travel demand data for the Burbank Model. The scope and fee assume new data collection for 250 24-hour Average Daily Traffic street segment locations and 45 AM and PM peak hour intersection locations, for use in calibrating and validating the model to existing conditions.

Fehr & Peers will also use cellphone or mobile device data during the calibration and validation process. This approach has already been used successfully on other similar projects. The specific use of this data will depend on preliminary static and dynamic validation findings. Typical applications include calibration refinements related to trip tables and trip lengths.

Task 3.1.2.2: Review and Update Model Framework
The Burbank Travel Demand Model transportation analysis zone (TAZ) system will be reviewed and updated using the previous City model and the 2020 SCAG RTP model as the starting point. It is expected that some TAZs may be further disaggregated substantially to reflect local geographical details. Fehr & Peers will recommend a TAZ system within the City and surrounding area with enough geographical detail for local model applications and which includes the following elements:

- Physical boundaries that influence travel patterns
- Jurisdictional boundaries (city limits and sphere of influence)
- Existing and future development patterns (i.e., future specific plan boundaries)

To support a relatively dense TAZ structure, Fehr & Peers will develop a detailed highway network with variables for facility type, adjacent development, mixed-flow lanes, turn prohibitions and cul-de-sacs etc. Transit and active mode trip making will be accounted for in the early stages of the travel model process and be reflected in the final vehicle trip assignment in the model outputs, but a separate mode choice step will not be included in the model. Fehr & Peers will perform quality checks using geographic information system software to conduct a quality assurance/quality control (QA/QC) process on connectivity,

duplicate and dead-end links to be checked for and discarded from the final network.

Task 3.1.2.3: Burbank Land Use Update
Base year land use data obtained from the current City of Burbank model will be used as the starting point of the input into the updated Burbank model. It is assumed that the City staff will provide information from the assessor database and building permits between when the current model was developed until year 2020. This information will then be incorporated into the database to produce a new base year 2020 land use for the model. It is assumed that City or the project team staff will provide the data for the horizon year Specific Plan area along with the rest of the entire City of Burbank.

As part of this land use update, Fehr & Peers shall consider updates to special generators including the Hollywood Burbank Airport, drawing upon findings from recent studies such as the Terminal Relocation EIR and the MGAPS Transportation Study.

Task 3.1.2.4: Update Travel Demand Model
Using the data collected in Tasks 3.1.2.1 – 3.1.2.3, Fehr & Peers will update the Burbank Travel Demand Model through developing the following model components: trip generation, trip distribution, trip assignment, static validation, and dynamic validation.

Fehr & Peers will estimate Burbank specific trip generation rates based on the SCAG regional model, the CHTS, and local data (if available). Fehr & Peers anticipates that calibration of the rates will focus on capturing the unique travel characteristics of Burbank and adjacent areas. This trip generation model will also be sensitive to built environment variables (D's), accessibility to transit or active mode facilities, transportation system (highway, transit, walk or bicycle network), and land use/socioeconomic factors.

Developing this type of model provides the City with a model that is sensitive when testing a variety of transportation policies, programs and strategies and being able to report the influence that they have on multimodal trip making. This type of tool will be particularly effective in evaluating the effect of TDM and trip reduction strategies.

The trip distribution function uses a gravity model formulation which relies on friction factors to determine the likelihood of selecting a destination given the distance or travel time to that destination compared to other similar destinations. The model will use friction factor curves to represent internal trip purposes and the I-X and X-I trips. The initial friction factors will be taken from the current model and tested against other friction factors developed by Fehr & Peers since 2000. A single set of factors will be selected and then adjusted for each trip purpose being modeled during trip distribution calibration to better represent each trip purpose's unique trip making characteristics.

The trip distribution process tested for inclusion in the updated model includes the introduction of a separate external trip distribution function for different sub-areas or sub-groups. Fehr & Peers's experience in developing traffic models for other cities has demonstrated that it could be advantageous to allow different areas of the City to distribute trips to external gateways in different proportions. Fehr & Peers's regional linking process specifically defines and distinguishes gateway travel by trip purpose for consistency with regional estimates. Fehr & Peers will adapt this process to the updated model.

The most common measurement of traffic model accuracy is the degree to which it can approximate actual traffic counts in the base year. Fehr & Peers will test different trip assignment algorithms to determine the one that best replicates existing behavior, but also responds appropriately to variations in the model's input variables. Potential algorithms will include methods such as capacity restrained equilibrium and multiple iteration incremental assignments.

The final critical component of model development is the validation process, where the model's ability to replicate base year conditions is measured. As part of the static validation procedure, elements of the trip generation, trip distribution, and traffic assignment modules may be adjusted. Fehr & Peers's goal is to meet or exceed the validation criteria published in the 2017 California Regional Transportation Guidelines for Metropolitan Planning Organizations (California Transportation Commission, January 2017), but validation testing will be limited to 10 iterations at which point Fehr & Peers will assess the model performance and discuss whether future testing is desired by the City to improve the test results.

The static validation tests ensure that the model can replicate existing traffic counts and speeds. While these tests are useful for confirming that the model can replicate existing conditions, models are generally used to forecast change, which static tests say nothing about. To determine how well the model responds to changes in land use and the transportation network, Fehr & Peers will perform a set of dynamic validation tests. Dynamic tests may include testing the changes in the following (list to be refined in consultation with City staff):

- Add 1, 10, and 1,000 households to a TAZ
- Remove 10 and 1,000 households from a TAZ
- Add and remove 100 and 1,000 KSF of retail employment in a TAZ
- Add and remove a roadway link in the network
- Add and remove travel lanes in the network

Based on the results of the dynamic validation tests, elements of the trip generation, trip distribution, and traffic assignment modules may be adjusted. Fehr & Peers will document and interpret the results of the dynamic validation tests using graphs and tables.

Fehr & Peers will prepare a draft Model Development Report describing the methods, data sources, and assumptions used to develop the validated Burbank Model. The report will also include one base year and one horizon-year traffic forecast. Flow chart diagrams will be included illustrating the relationship between inputs, model steps, and outputs.

Deliverable for Task 3.1.2: Base Travel Demand Model in TransCAD software with base year and one horizon-year forecast, one model validation report, one model development report documenting the construction of the model (Draft with two rounds of consolidated comments incorporated into Final Report).

Task 3.1.3: Intersection-Level results and VMT Measures
The travel demand model will be developed to output data which will include the information listed below. Should other metrics be required, Fehr & Peers will discuss with City staff and determine the level of effort necessary to obtain the information. Fehr & Peers will develop a post-processing methodology to obtain the following:

- Individual link/segment traffic volumes by direction (daily and peak periods)
- Vehicle Trips
- Peak Period Intersection Level of Service (LOS)
- Vehicle miles traveled (Citywide, per capita, per employment etc.)

Fehr & Peers will use the established performance measures to produce existing and forecasted traffic volumes at the 45 study intersections identified in the RFP, and one set of base year and horizon year VMT statistics including a comparison to the proposed VMT thresholds.
Deliverable for Task 3.1.3: 45 intersection existing and forecast year post-processed volumes, one set of base year and horizon year VMT statistics and comparison to proposed VMT thresholds.

Task 3.1.4: Additional Model Runs
In addition to the aforementioned analysis, Fehr & Peers will also analyze four (4) Burbank Center Plan alternatives. LOS results will include existing AM and PM calculations at the 45 study intersections. VMT results will include a comparison to the proposed VMT thresholds.

Deliverables for Task 3.1.4: 4 sets each of 1) 45 intersection existing and forecast year

post-processed volumes, 2) one set of base year and horizon year VMT statistics and comparison to proposed VMT thresholds.

Task 3.2: Burbank Center Plan Update Transportation Report
Fehr & Peers shall prepare a transportation report for the Burbank Center Plan Draft EIR covering the roadway, transit, bicycle, pedestrian, and truck components of the transportation system. Intersection operations will be evaluated at the 45 study intersections identified in the RFP and compared to the General Plan LOS D standard. VMT impacts will be evaluated utilizing the SB 743 VMT metrics and thresholds developed in Task 3.1. The approach to transit, bicycle, pedestrian, and truck impact evaluation will be qualitative and will generally focus on potential disruptions to the system components caused or exacerbated by the proposed project.

Fehr & Peers anticipates that the EIR will include the following scenarios: existing year, preferred project and four project alternatives. Travel forecasts will be prepared for each scenario using the updated Burbank Fehr & Peers shall prepare a transportation report for the Burbank Center Plan Draft EIR covering the roadway, transit, bicycle, pedestrian, and truck components of the transportation system. Intersection operations will be evaluated at the 45 study intersections identified in the RFP and compared to the General Plan LOS D standard. VMT impacts will be evaluated utilizing the SB 743 VMT metrics and thresholds developed in Task 3.1. The approach to transit, bicycle, pedestrian, and truck impact evaluation will be qualitative and will generally focus on potential disruptions to the system components caused or exacerbated by the proposed project.

Fehr & Peers anticipates that the EIR will include the following scenarios: existing year, preferred project and four project alternatives. Travel forecasts will be prepared for each scenario using the updated Burbank Travel Demand Model. Potential significant impacts will be identified consistent with CEQA Guidelines Section 15125(a) and considering the new transportation impact significance thresholds developed in Task 3.1.

Fehr & Peers will summarize the results of the analysis above in a Draft EIR Chapter, which will be submitted to the City for review.

Deliverable for Task 3.2: One transportation report documenting all transportation analysis necessary to prepare the transportation section of the Program Environmental Impact Report (Draft with one round of consolidated comments incorporated into Final Report). Report shall be included as a technical appendix to the EIR.

Task 3.3: EIR Support
Fehr & Peers will respond to public comments on the transportation section of the draft EIR.

Task 3.4: Develop VMT Evaluation Tool for Incoming Development Projects in BCP area

Fehr & Peers will develop a spreadsheet-based tool that can be applied to project-level review of land use projects in the BCP study area. While Fehr & Peers has already developed and used multiple spreadsheet and web-based tools which perform VMT estimates, this project provides an opportunity to refine or build new tools incorporating recent research about VMT effects of land use and TDM actions. The tool may incorporate trip length data and demographic data from empirical sources and the updated Burbank Travel Demand Model to calculate project-level VMT impacts, using the VMT metrics and thresholds developed in Task 3.1. The tool will account for the VMT benefits of transit proximity, mixed land uses, urban design, and TDM measures. The tool will also calculate the Transportation Impact Mitigation Fee for each evaluated project. This type of tool has the benefits of:

- A standardized approach, accuracy, transparency, repeatability, ease of updates
- Accounts for local VMT/TDM characteristics that differ from the regional averages
- Quick response to VMT and mitigation questions
- Ability to integrate custom TDM or emerging mobility patterns/trends
- Future customization

The tool will be used to test the application of the selected VMT metrics and thresholds for up to five case studies, as discussed in Task 3.1. The tool will be submitted to City staff in a draft form for testing. Up to two rounds of review and modification in response to staff comments are anticipated. The fee presumes that the tool will be a spreadsheet-based tool that is hosted directly online, not a custom-designed web-based application. If City staff were to determine that a custom, web-based application is desired, this can be provided for an additional fee.

Deliverable for Task 3.4: Spreadsheet tool to assess project-level VMT, VMT impacts, and potential mitigations for incoming development projects in Burbank Center Plan area.

TASK 4 – STAKEHOLDER AND PUBLIC OUTREACH

TASK 4.1: Prepare and Implement Outreach Plan

M&P, in collaboration with Staff and Arellano Associates, will develop an Outreach Plan that establishes a comprehensive, equitable, and meaningful strategy for engaging community stakeholders in the development of a shared vision for the Plan Area, enables the public and stakeholders to voice concerns, and for Staff to respond to any identified concerns. The Outreach Plan shall:

- Identify stakeholders, such as community groups, residents, business owners, transit users and active transportation (biking and walking) proponents, property owners, affordable housing developers, and other stakeholders as appropriate. A critical component of the community outreach process will be engaging leaders of local neighborhood, business, civic, and religious organizations to help get the word out about the Specific Plan and to host pop-meetings at regularly scheduled, recurring meetings of these organizations.
- Outline the methods to be used to engage and inform stakeholders about the project. Anticipated methods include: community workshops, stakeholder interviews, focus group meetings, meetings at regularly scheduled, recurring meetings of Plan Area organizations and associations, a Project website, and flyers and posters. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, virtual workshops will be held in Spanish and English via platforms such as GoToWebinar, Zoom, or other platforms identified or preferred by the City.
- Select methods for advertising the workshops, whether virtual or in-person, including geo-targeted ads, social media ads, mailers, and announcement in local publications.
- Identify the key project milestones that will require stakeholder input.
- Describe the materials to be used in community meetings and strategies that maximize the ability of disadvantaged and non-English speaking communities and stakeholders who may not be able to attend scheduled workshop/charrette events to participate in the process. Potential strategies include live-stream of in-person workshops (should they occur), pop-up meetings and events at convenient and accessible community locations, such as parks, community events, neighborhood meetings, or City-sponsored events; providing on-site translation as needed; and providing materials in multiple languages.

M&P will attend all outreach meetings, whether virtual or in-person, prepare a Project website, prepare printed and published materials for meetings, and provide summary materials at the conclusion of the project for public informational use on the new TOD Specific Plan. M&P assumes City staff will disseminate printed materials. The Outreach Plan shall be guided by Metro's Transit Supportive Planning Toolkit, Outreach Tools best practices as identified in: https://www.metro.net/projects/tod-toolkit/outreach-tools/.

Deliverables for Task 4.1: Outreach Plan (Draft with one round of consolidated comments incorporated into Final Report); Project website; published materials (e.g., FAQs, public notices, etc.) for meetings and for public information use in PDF form for City Distribution.

TASK 4.2: Town Hall Briefing
M&P with assistance from Staff will brief the City Council at a regularly scheduled City Council Meeting to introduce the project, describe the Project schedule and process, and solicit input from the Community and Council members. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, M&P will present to these review bodies via videoconference. M&P will coordinate with City Staff to identify the appropriate platform, whether Zoom, GoToMeeting, or one already being used by the City. M&P can also be available to test-run the videoconference ahead of the meeting.

Deliverables for Task 4.2: Presentation, meeting summary.

TASK 4.3: Conduct Focus Groups with Key Community Stakeholders
M&P with the assistance from Staff will conduct up to four (4) focus group meetings with stakeholders identified by Staff that may include a) transit, bicycling, and walking organizations, b) members of the development community to obtain local input on the market for transit-oriented retail, services, office, multi-family residential, and mixed-use development, c) members of the downtown business community, and d) environmental organizations focused on greenhouse gas mitigation and climate resilience. The objective of these focus group meetings will be to solicit input regarding potential issues, opportunities, constraints, and observations about the Station and Plan Area, identify/confirm the Opportunity sites, learn any stakeholder plans for these opportunity sites in particular and the planning area in general. The focus groups will be conducted prior to or concurrent with the Discovery Workshop described in Task 4.3. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, M&P will attend these meetings via videoconference. M&P will coordinate with City Staff to identify the appropriate platform, whether Zoom, GoToMeeting, or one already being used by the City.

M&P has allocated 16 hours of meeting time for this task. Depending on outreach needs, in addition to focus group meetings, M&P can use some of these hours to attend regularly scheduled neighborhood or community meetings or pop-up meetings at community events, either in-person or via videoconference.

Deliverables for Task 4.3: Attendance at 2 days' (16 hours) worth of stakeholder meetings, focus groups, or pop-up meetings, either in person or via videoconference. Meeting agenda, questions, meeting schedule, key outcomes and meeting summary.

Task 4.4: Workshops
Informed by the Outreach Plan (Task 4.1), M&P will attend and lead up to six (6) public workshops tailored to each of the two anticipated outreach areas identified by Staff: the first comprised of the community located west of the I-5 Freeway and the second of the

community located east of the I-5 Freeway. The workshops for each community outreach area will be divided into three types: Discovery, Visioning, and Draft Public Review Specific Plan as follows:

- **Discovery Workshops (2 total).** During this workshop, we will describe the planning process and why the plan is being prepared; briefly describe the preliminary findings of the background analysis, the market and development feasibility study, and the parking study; identify opportunities and challenges to introducing transit-supportive and community beneficial development within the Plan Area; identify priority transportation or other community-oriented public improvements in the Plan Area; outline preliminary Plan Area goals; and then solicit input from attending members of the community. To help facilitate and/or focus the discussion, we will work with Staff to prepare a set of questions to ask during the workshop and/or post on the Specific Plan website.
- **Visioning Workshops (2 total).** With the input received from the Discovery Workshops, M&P will generate street network, building type, and open space alternatives and develop initial ideas about the character/make-up of the 10 Opportunity Sites, as described in Task 5.1 (Vision and Guiding Principles). Potential first last mile routes to the Metrolink Station will be described. These alternatives will be presented to the community for their input during these Visioning Workshops with the goal of drilling down to a preferred vision for inclusion in the Specific Plan. The Plans goals will also be confirmed during this workshop.
- **Public Draft Specific Plan Workshops (2 total).** During these workshops, M&P will present the Public Draft Specific Plan and any proposed General Plan and/or Zoning Code amendments and solicit input from Workshop attendees.

Guided by Metro's Transit Supportive Planning Toolkit, Outreach Tools best practices, we typically use a combination of presentations, table sessions, dot surveys, and questionnaires to convey Plan objectives and ideas and solicit input from participants.
It is anticipated that the Discovery Workshops would occur after the completion of the Existing Conditions Analysis (Task 2), the Visioning Workshops would occur after the completion of the Visioning and Guiding Principles (Task 5.1), and the Public Draft TOD Specific Plan Workshops would occur after Task 5.4 (Release Draft TOD Specific Plan to the Public).

While it is our sincere hope that the public health issues and shelter-in-place/social-distancing requirements associated with the Covid-19 pandemic have abated by the time the workshops are scheduled, we understand that there is a very real possibility that in-person gatherings may not be possible when workshops are scheduled. Given this

possibility, we propose virtual workshops be held as follows:

- We will use GoToWebinar Zoom, Microsoft Teams, or another application identified by the City as the virtual workshop platform.
- For each virtual workshop we will hold an all-English workshop and an all-Spanish workshop. The virtual workshops will more than likely be held one after the other on the same day.
- Each virtual workshop would likely begin with a brief introduction by City Staff, followed by a PowerPoint presentation by the Consultant Team. Questions from participants would be received via message/chat and answered in the order that they are received by the urban design and planning team via webcam. The virtual workshop would end with a summary and description of next steps. The topic of each virtual workshop would be as described above.
- With the assistance of Arellano Associates, we will advertise the workshops via various formats such as digital geo targeted ads, social media ads, mailers, and announcement in local publications. The advertising will occur whether the workshops occur in person (should the Covid-19 pandemic social distancing restrictions be lifted), via remote webinar, or a combination thereof. In addition, the webinars will be recorded and uploaded on the project website for community members who are unable to participate during the scheduled time to view.

Deliverables for Task 4.4: Meeting agendas, presentation and meeting materials, and conceptual renderings of future development options, summary of key outcomes, and summary notes (e.g. results summary report).

TASK 4.5: Briefings with Elected Officials

M&P will attend and assist Staff in preparing for meetings with City and/or County elected officials, commissioners, or their staff members. M&P understands that these meetings will be conducted on an as-needed basis to keep the policy makers informed of the Project progress and to solicit feedback as necessary throughout the Project phases. In addition, M&P shall also assist Staff in the preparation of materials for Boards, Commissions, and/or City Council study sessions or public meetings, throughout this planning process. M&P will be available to attend up to six (6) meetings, either in person or via videoconference or teleconference.

Deliverables for Task 4.5: Attendance at up to six (6) meetings, either in person or via videoconference or teleconference; meeting agendas; review of staff reports; presentation materials; and summaries.

TASK 5 – PREPARE PLANNING DOCUMENTS

TASK 5.1: Vision and Guiding Principles

Based on the analysis findings and input from stakeholders, the community, and related agencies, M&P shall lead the preparation of a vision for the Specific Plan area that:

- Describes and illustrates the intended character of each of the Plan Area's portions of neighborhoods, corridors, and districts.
- Identifies the areas where change is anticipated to occur, particularly the Opportunity Sites identified in Task 2.3 and their vicinity.
- Indicates areas where increase in height, floor area, and/or density, change in use, or other development regulation changes are proposed.
- Identifies streets where complete streets or streetscape improvements should be prioritized.
- Illustrates how the existing Civic Center could be expanded on the block currently occupied by the City of Burbank's Community Services Building (the block bounded by Third Street, Olive Street, Glenoaks Boulevard, and Orange Grove Avenue).
- Includes conceptual plans, renderings, and development potential for each opportunity site, including the Civic Center Expansion.
- Provides guiding development principles for the Specific Plan area.

The vision will be prepared during a series of internal design sessions in conjunction with Studio-MLA and with input from appropriate members of the project team and Staff and will be illustrated with drawings and applicable precedent images. The vision will be presented to the community during Visioning Workshops (Task 4.3) and will also appear in the Specific Plan document to illustrate the community's vision for the Specific Plan area.

Deliverables for Task 5.1: Visual aids including photosimulations, 3D models, and/or renderings of possible future development scenarios presented via PowerPoint and/or poster-sized boards and uploaded on the Project website.

TASK 5.2: Prepare Draft TOD Specific Plan

Using Metro's Transit Supportive Toolkit and the findings from Task 2 and 4, M&P will lead the preparation of a Draft TOD Specific Plan that is consistent with State law and enables transit-supportive development and sustainable urban planning. M&P will begin the document preparation process by working with Staff, with input from Metro, to confirm the Specific Plan's format, content, and table of contents. With strategic guidance from Metro, M&P will then work with Staff to translate the input from the Focus Group and

Stakeholder meetings (Task 4.3) and Community Workshops (Task 4.4) into a draft Specific Plan. The preparation of the Specific Plan will take into consideration green building and urban design programs and initiatives such as LEED for Building Design and Construction, LEED for Neighborhood Development, Green Building Code Tier ½ compliance, and the Charter of the New Urbanism along with the Metro sustainability plans and toolkits mentioned above. As part of this Task 5.2, M&P will prepare two drafts: an administrative draft for review by City Staff and a Metro Review draft for review by Metro Staff. M&P will work with Staff to revise the report in Tsk 5.4 (Release Draft TOD Specific Plan to the Public). An overview of the proposed Specific Plan contents is as follows:

- **Introduction:** This chapter will provide a brief overview of the Specific Plan and the reasons for preparing it. It will also include the Specific Plan Purpose, Applicability, Relationship to Other Plans (and how these are integrated into or coordinated with this TOD Plan), and applicable General Plan policies.
- **Vision:** This chapter will describe the vision for the overall plan, as well as for each of the 10 Opportunity Sites, with an overview of the Civic Center expansion. It will be illustrated with plans, perspective renderings, and precedent images and can list the development potential.
- **Civic Center Vision:** This Chapter will describe and illustrate a more detailed vision for the Civic Center expansion. It will include a master plan drawing that shows the location of buildings, open spaces, and parking and building sections. It will describe the proposed building program and sustainable building, landscape, and site design considerations.
- **Development Code:** This chapter will be a place-based code that provides a land use plan and zoning standards (building height, setbacks, frontage requirements, on-site open space, parking placement and standards) and building development and design standards or guidelines (massing, articulation, materials, openings, landscape, screening, building signage, etc.). The Development Code will provide streamlined parking requirements that are supportive of a transit-oriented environment, such as lower minimum parking requirements; allowing on-street parking spaces along the plan area frontage to count towards the required number of required on-site parking spaces; unbundling parking requirements from land uses; the use of mechanical parking lifts; adjusted tandem parking requirements; and removing Administrative Use Permit requirements for certain uses (such as restaurants). The Development Code can also provide parking garage design standards that enable the adaptive reuse of new public and private parking garages for other uses should transportation technologies (such as autonomous cars) make some parking garages obsolete.

- **Transportation:** This chapter, prepared with input from Fehr & Peers, will describe recommended transportation improvements that generate a safe travel environment for non-vehicular travel modes (especially bikes and pedestrians) and that are consistent with the City's Complete Streets Standards (currently underway), particularly first and last mile access to the Metrolink Station, to surrounding neighborhoods, and to important destinations within the Plan Area. The Chapter will include a street network plan and associated cross sections; a bicycle network and pedestrian connectivity plan; and conceptual design considerations for crosswalk design, midblock crossings (if any), bike parking, etc.
- **Public Parking:** This chapter, also prepared with input from Fehr & Peers, will describe any recommended public parking improvements, including public parking garages; park-once and parking management strategies; curbside management strategies (loading, valet, and transportation network company loading and unloading); and recommended Transportation Demand (TDM) strategies.
- **Public Realm:** This chapter, generated in conjunction with Studio-MLA, will describe the components of a public realm that promotes a pleasant and inviting pedestrian experience and encourages non-vehicular access to transit. The Chapter will include a public realm plan; a street tree plan; a planting palette for street trees and park trees; and conceptual design standards for streetscape components, including street furniture, lighting, sidewalk and road treatments, wayfinding signage, and environmental design standards and guidelines.
- **Infrastructure:** This chapter, generated in conjunction with Fuscoe, will discuss the proposed distribution, location, and extent of the utilities infrastructure (water, sewer, power, telephone, cable), solid waste disposal, and other essential facilities needed to support the projected Specific Plan development program.
- **Implementation:** This chapter will identify key public improvement projects and funding and financing strategies for implementing these (such as developer fees or contributions supported by nexus study; developer concession menu or density bonus program; tax increment or other financing districts; grants; available city funds; and the possible disposition of City-owned properties through a public-private partnership or similar model). It will also describe the measures included in the Plan to incentivize developers to provide community benefits (such as project streamlined review for by-right projects and other land development projects consistent with density bonus law and associated environmental clearances). Finally, this Chapter will also include Specific Plan Administration procedures any describe actions that must be completed to implement the Specific Plan.

Deliverables for Task 5.2: Draft TOD Specific Plan (Draft with one round of consolidated Staff comments; Metro comments will be incorporated in Task 5.4).

TASK 5.3: Prepare Draft General Plan Land Use Map and Zoning
M&P will work with Staff and the City Attorney to recommend any required amendments to the General Plan, including a Draft General Plan Land Use Map or text modifications, and to the Zoning Code text and/or Zoning map. Staff and the City Attorney will review the recommended amendments.

Deliverables for Task 5.3: Draft General Plan Land Use Map and text amendments, and Zoning Code text and map amendments.

TASK 5.4: Release Draft TOD Specific Plan to the Public
M&P will incorporate Staff and Metro comments on the Draft Specific Plan (Task 5.2) into a Public Draft Specific Plan. M&P will also incorporate any necessary changes to the General Plan amendment text, General Plan Land Use Map, and Zoning Code. M&P will work with Staff to prepare materials announcing the upcoming Draft TOD Specific Plan public workshops and the availability of the Public Draft Specific Plan for public review. M&P will assist Staff in facilitating two (2) community workshops to present the Draft TOD Specific Plan (see Task 4.4) and associated Draft General Plan and/or Zoning Code amendments to the public.

Deliverables for Task 5.4: Public Draft TOD Specific Plan. Notices announcing release of Public Draft Specific Plan for public review.

TASK 5.5: Finalize General Plan Land Use Policy Map and TOD Specific Plan
Based on comments and feedback from Staff, Metro, the community, and various stakeholders, M&P will prepare a Final Draft General Plan Land Use Map, General Plan text amendments, Zoning Code text or map amendments, and the TOD Specific Plan.

Deliverables for Task 5.5: Final General Plan Land Use Map, Final General Plan text amendments, Final Zoning Code text and map amendments, including Planning Board and City Council Resolutions and Ordinance, and Final TOD Specific Plan document.

TASK 6: PREPARE CALIFORNIA ENVIRONMENTAL QUALITY ACT DOCUMENT

Rincon, with assistance from Staff, will prepare a program level Environmental Impact Report (EIR) and associated technical studies. The EIR will thoroughly assess the impacts of the draft Specific Plan and proposed opportunity sites in compliance with the California Environmental Quality Act (CEQA). Per the RFP, environmental topics anticipated to require in-depth analysis include aesthetics, transportation/traffic, noise, air quality, and greenhouse gases. Although not required for CEQA compliance, Rincon will also prepare a Health Risk Assessment (HRA) for the Specific Plan as required by the Burbank 2035 General Plan and EIR.

The Program EIR will serve two primary purposes: (1) compliance with CEQA's environmental review requirements for the Specific Plan; and (2) serving as a first tier environmental document that will allow for streamlined environmental review of individual development projects in the Specific Plan area, including but not limited to development on the identified opportunity sites. In support of the tiering function, the EIR will also provide sufficient detail to ensure that the potential impacts of known or likely Specific Plan area development projects are addressed as thoroughly as possible at this stage of planning.

Please note that it is anticipated that there may be substantial overlap between the Specific Plan opportunity sites and the housing sites to be identified in the City's Housing Element, which is expected to be prepared concurrently with the Specific Plan. If this is the case, there may be opportunities to use some of the analyses prepared for the Specific Plan in support of the Housing Element EIR or vice versa with associated cost savings. For example, the HRA included in this work scope will likely cover the same general area along the freeway and rail corridors that may be relevant for the Housing Element EIR.

The main tasks in the EIR work program are described below.

TASK 6.1: Prepare Notice of Preparation (NOP)
Rincon will prepare an NOP of a Draft EIR and circulate the NOP as part of the EIR scoping effort. We will submit the NOP to the County Recorder, State Clearinghouse, and all trustee and responsible agencies, consistent with the current CEQA Guidelines. The NOP will be accompanied by an Initial Study (IS), which will document the issues that do and do not warrant further consideration in the EIR. We will submit a draft version of the IS-NOP for City review and incorporate City comments before circulating the document.

Deliverables for Task 6.1: Notice of Preparation (including the Initial Study), submission to County Recorder and the State Clearinghouse.

TASK 6.2: Public Scoping and Community Meeting
During the 30-day NOP period, Rincon will, in coordination with Staff, conduct one public scoping and community meeting on issues to be addressed in the Draft EIR. The meeting will be held before the City's Planning Board and will include an open house and brief presentation by Rincon and City staff, followed by recording of public comments on the EIR scope. Following the meeting, Rincon will prepare a summary of comments received. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, Rincon will be available to attend the meetings via videoconference.

Deliverables for Task 6.2: Attendance at Scoping and Community Meeting, either in person or via videoconference, if necessary); Meeting agenda, presentation, public notices, and a summary to Staff of comments received and next steps.

TASK 6.3: Prepare Administrative Draft Environmental Impact Report (EIR)
Rincon will prepare a complete administrative Draft EIR for review by City Staff prior to publication. The administrative Draft EIR will include all text, tables, analysis, and figures as well as the following required sections:

1. Executive Summary
2. Introduction
3. Project Description
4. Environmental Impact Analysis
5. Other CEQA Discussions (Growth Inducement, Significant Irreversible Environmental Effects)
6. Alternatives
7. References

We anticipate that the EIR will include detailed analysis of the following environmental issues:

- Aesthetics
- Air Quality (including an HRA)
- Cultural Resources (historic and archaeological)
- Energy
- Greenhouse Gases
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Population and Housing
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems (including a Water Supply Assessment)

All project impacts will be compared to established thresholds of significance and will be quantified as appropriate and feasible. Air pollutant and greenhouse gas emissions and associated health risks will be modeled using industry standard methodologies. The tribal cultural resources analysis will include compliance with the requirements of SB 18 and AB 52. With the exception of the transportation section, all technical work will be prepared

by Rincon staff.

Upon incorporation of comments from City staff on the administrative Draft EIR, Rincon will provide a Screen check Draft EIR for Staff review to confirm all comments have been addressed.

Deliverables for Task 6.3: Administrative Draft EIR, including all required technical studies (Air Quality/HRA, Cultural Resources Assessment, Greenhouse Gases, Transportation, Water Supply Assessment) followed by a Screen check Draft EIR.

TASK 6.4: Public Review of Draft EIR, Notice of Availability (NOA), and associated Planning Board Public Hearing

Rincon will prepare a Public Draft EIR that incorporates comments received from Staff. The Public Draft EIR will be released and distributed for public review and comment for the State-mandated circulation time (minimum of 45 days). Rincon will prepare the NOA for City review and will file and distribute the NOA to responsible and trustee agencies, and to those public agencies and organizations that may be affected by the Project per the mailing list prepared in coordination with Staff. The City will post the NOA in local newspapers and distribute to nearby owners and occupants based on the Staff/Rincon developed list.

Rincon will attend a public hearing, either in-person or via videoconference, of the Planning Board during the Draft EIR comment period and will work with Staff to facilitate public comments at the hearing.

Deliverables for Task 6.4: Electronic PDF of Public Draft EIR for web posting and printing; NOA; presentation before the Planning Board during public review period of Draft EIR.

TASK 6.5: Prepare Responses to Comments

Following the Draft EIR public comment period, Rincon will prepare draft responses to public comments received in writing. All responses will be supported by facts and reasoned analysis.

Deliverables for Task 6.5: Draft responses to public comments for City review.

TASK 6.6: Prepare Draft and Final Mitigation Monitoring and Reporting Program (MMRP)

Rincon will prepare a MMRP that will identify required mitigation measures, responsible

implementing departments or parties, and the timeframe for implementation. Rincon will prepare a draft MMRP for Staff and City Attorney review. After City Staff's review, Rincon will prepare a final MMRP that incorporates Staffs' comments.

Deliverables for Task 6.6: Draft and Final MMRP.

TASK 6.7: Prepare Final EIR
Following Staff review of the draft response to comments, Rincon will finalize the responses and prepare the Final EIR for consideration at public hearings. Rincon will assist with the preparation of the CEQA Findings of Fact and Statement of Overriding Considerations resulting from any significant and unavoidable environmental impacts associated with Project implementation. Rincon will also attend up to four public hearings on the EIR.

Deliverables for Task 6.7: Final EIR, including the CEQA Findings of Fact and Statement of Overriding Consideration and attendance at public hearings.

TASK 6.8: Final Filings
Upon a final determination by the City Council on the environmental clearance for the TOD Specific Plan and General Plan Update, Rincon will submit the appropriate filings with associated fees (provided by City) to the County Recorder and State Clearinghouse. These are anticipated to consist of the Notice of Determination (NOD) and associated California Department of Fish and Wildlife forms/fees.

Deliverables for Task 6.8: Final NOD filings.

TASK 7 – PUBLIC NOTICE AND PUBLIC HEARINGS

TASK 7.1: City Boards and Commissions
M&P understands that Staff will prepare the necessary materials to facilitate the public hearing process before various City Boards and Commissions, including but not limited to a public hearing notice and staff report. M&P will assist staff in the preparation of presentation materials, such as a PowerPoint slide show or posters. M&P and Rincon will incorporate comments from the City Boards and Commissions meetings into the Specific Plan and EIR. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, M&P will attend these meetings via videoconference.

Deliverables for Task 7.1: Attendance at up to six (6) public hearings; presentation materials such as PowerPoint slide show or posters; meeting summary for inclusion in meeting minutes (as necessary). M&P assumes Staff will prepare the public hearing package, staff report, signed resolutions (if necessary), and meeting minutes and

approvals.

TASK 7.2: Planning Board Public Hearing
M&P understands that Staff will prepare the necessary materials to facilitate the public hearing process before the Planning Board, including but not limited to, a public hearing notice and staff report. M&P will assist staff in the preparation of presentation materials, such as a PowerPoint slide show or posters. M&P and Rincon will incorporate comments from the City Boards and Commissions meetings into the Specific Plan and EIR. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, M&P will attend these meetings via videoconference.

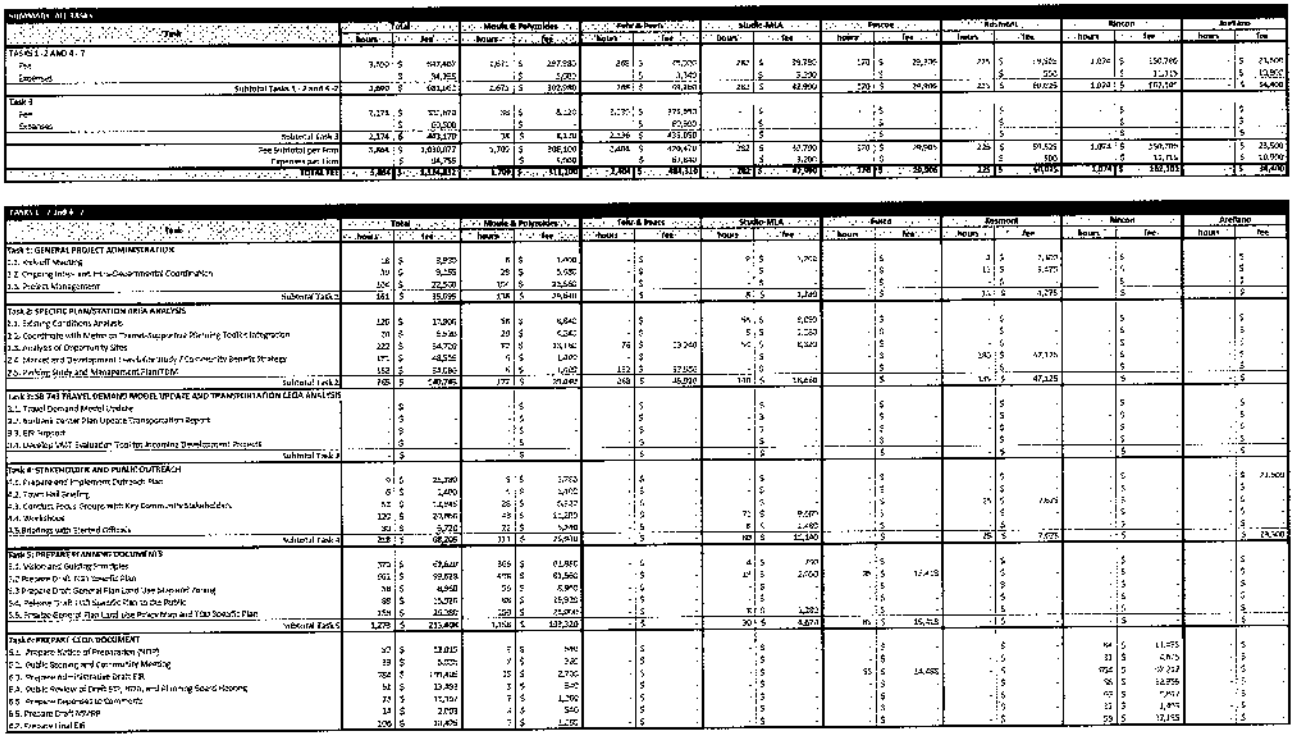
Deliverables for Task 7.2: Attendance at up to three (3) public hearings (in-person or via videoconference, if necessary); presentation materials such as PowerPoint slide show or posters; meeting summary for inclusion in meeting minutes (as necessary). M&P assumes Staff will prepare the public hearing package, staff report, signed resolutions, and meeting minutes and approvals.

TASK 7.3: City Council Public Hearing
M&P will work with Staff to prepare the necessary materials to facilitate the public hearing process before City Council. M&P will assist staff in the preparation of presentation materials, such as a PowerPoint slide show or posters. M&P and Rincon will incorporate comments from the City Boards and Commissions meetings into the Specific Plan and EIR. Should shelter-at-home or social distancing protocols due to the Covid-19 pandemic be in place, M&P will attend these meetings via videoconference.

Deliverables for Task 7.3: Attendance at up to three (3) public hearings (in-person or via videoconference, if necessary); Presentation materials such as PowerPoint slide show or posters; M&P assumes Staff will prepare the public hearing package, staff report, signed resolutions, ordinances, and adoption of a Specific Plan and Certification of Final EIR.

EXHIBIT B

SCHEDULE OF COMPENSATION



Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Psomas		Raimi Assoc.		Rincon		Urban Arbor	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
TASKS 1-2 AND 4-7																
Fee	3,700	$ 537,469	2,671	$ 287,980	268	$ 49,200	282	$ 39,780	170	$ 29,376	225	$ 19,525	1,074	$ 150,746		$ 21,500
Expenses		$ 54,355		$ 5,000		$ 1,349		$ 3,200		$ -		$ 550		$ 11,715		$ 10,950
Subtotal Tasks 1 - 2 and 4 -7	3,890	$ 591,824	2,671	$ 302,980	268	$ 50,549	282	$ 42,980	170	$ 29,376	225	$ 20,075	1,074	$ 162,461		$ 32,450
Task 3																
Fee	2,178	$ 322,970	98	$ 8,120	2,136	$ 373,950	-	$ -	-	$ -		$ -	-	$ -	-	$ -
Expenses		$ 69,500		$ -		$ 57,960		$ -		$ -		$ -		$ -		$ -
Subtotal Task 3	2,178	$ 392,470	98	$ 8,120	2,136	$ 431,910	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Fee Subtotal per Firm	5,864	$ 1,030,077	2,769	$ 298,100	2,404	$ 420,470	282	$ 42,980	170	$ 29,376	225	$ 19,525	1,074	$ 150,746		$ 21,500
Expenses per Firm		$ 104,755		$ 5,000		$ 59,340		$ 3,200		$ -		$ 550		$ 11,715		$ 10,950
TOTAL FEE	5,864	$ 1,134,832	2,769	$ 313,100	2,404	$ 481,810	282	$ 47,980	170	$ 29,376	225	$ 20,075	1,074	$ 162,461		$ 32,450

Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Psomas		Raimi Assoc.		Rincon		Urban Arbor	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
Task 1: GENERAL PROJECT ADMINISTRATION																
1.1. Kickoff Meeting	18	$ 3,933	8	$ 1,400	-	$ -	9	$ 1,908	-	$ -	3	$ 1,020	-	$ -	-	$ -
1.2. Ongoing Inter- and Intra-Departmental Coordination	39	$ 9,185	28	$ 5,980	-	$ -	-	$ -	-	$ -	11	$ 3,205	-	$ -	-	$ -
1.3. Project Management	104	$ 22,530	100	$ 23,660	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 1	161	$ 35,095	136	$ 30,840	-	$ -	9	$ 1,908	-	$ -	14	$ 4,225	-	$ -	-	$ -
Task 2: SPECIFIC PLAN/STATION AREA ANALYSIS																
2.1. Existing Conditions Analysis	120	$ 17,805	56	$ 9,842	-	$ -	44	$ 8,050	-	$ -	-	$ -	-	$ -	-	$ -
2.2. Coordinate with Metro on Transit-Supportive Planning Toolkit Integration	20	$ 5,240	20	$ 4,040	-	$ -	5	$ 1,200	-	$ -	-	$ -	-	$ -	-	$ -
2.3. Analysis of Opportunity Sites	222	$ 54,750	72	$ 13,140	76	$ 13,240	74	$ 12,320	-	$ -	-	$ -	-	$ -	-	$ -
2.4. Market and Development Feasibility Study / Community Benefit Strategy	172	$ 48,526	4	$ 1,400	-	$ -	-	$ -	-	$ -	180	$ 47,126	-	$ -	-	$ -
2.5. Parking Study and Management Plan/TDM	152	$ 53,695	8	$ 1,600	112	$ 17,550	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 2	785	$ 180,795	172	$ 30,082	268	$ 45,920	131	$ 19,668	-	$ -	180	$ 47,126	-	$ -	-	$ -
Task 3: SB 743 TRAVEL DEMAND MODEL UPDATE AND TRANSPORTATION CEQA ANALYSIS																
3.1. Travel Demand Model Update	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.2. Bunker Hill Plan Update Transportation Report	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.3. EIR Support	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.4. Develop VMT Evaluation Tool for Incoming Development Projects	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 3	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Task 4: STAKEHOLDER AND PUBLIC OUTREACH																
4.1. Prepare and Implement Outreach Plan	91	$ 21,390	9	$ 1,760	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ 21,500
4.2. Town Hall Briefing	67	$ 2,480	4	$ 1,400	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
4.3. Conduct Focus Groups with Key Community Stakeholders	82	$ 14,945	28	$ 4,720	-	$ -	-	$ -	-	$ -	24	$ 7,605	-	$ -	-	$ -
4.4. Workshops	120	$ 29,960	48	$ 12,880	-	$ -	72	$ 9,600	-	$ -	-	$ -	-	$ -	-	$ -
4.5 Briefings with Elected Officials	30	$ 8,730	24	$ 5,240	-	$ -	8	$ 1,480	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 4	418	$ 87,505	113	$ 25,940	-	$ -	80	$ 11,180	-	$ -	24	$ 7,605	-	$ -	-	$ 21,500
Task 5: PREPARE PLANNING DOCUMENTS																
5.1. Vision and Guiding Principles	372	$ 49,647	369	$ 41,887	-	$ -	4	$ 720	-	$ -	-	$ -	-	$ -	-	$ -
5.2 Prepare Draft Plan Specific Plan	991	$ 99,828	478	$ 63,568	-	$ -	42	$ 7,560	28	$ 12,428	-	$ -	-	$ -	-	$ -
5.3 Prepare Draft General Plan Land Use Blueprint Zoning	78	$ 4,960	56	$ 3,840	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
5.4. Release Draft Plan Specific Plan to the Public	98	$ 15,720	40	$ 13,920	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
5.5. Finalize Goals of Plan Land Use Preservation and TOD Specific Plan	356	$ 38,380	160	$ 29,040	-	$ -	32	$ 4,200	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 5	1,278	$ 213,804	1,102	$ 152,250	-	$ -	90	$ 8,870	28	$ 12,428	-	$ -	-	$ -	-	$ -
Task 6: PREPARE CEQA DOCUMENT																
6.1. Prepare Notice of Preparation (NOP)	90	$ 13,815	8	$ 960	-	$ -	-	$ -	-	$ -	-	$ -	64	$ 11,955	-	$ -
6.2. Public Scoping and Community Meeting	39	$ 5,820	4	$ 920	-	$ -	-	$ -	-	$ -	-	$ -	31	$ 4,900	-	$ -
6.3. Prepare Administrative Draft EIR	784	$ 171,415	15	$ 2,700	-	$ -	-	$ -	55	$ 14,688	-	$ -	654	$ 97,227	-	$ -
6.4. Public Review of Draft EIR, HPC, and Planning Board Hearing	94	$ 19,498	8	$ 840	-	$ -	-	$ -	-	$ -	-	$ -	86	$ 18,658	-	$ -
6.5. Prepare Responses to Comments	73	$ 15,767	8	$ 1,760	-	$ -	-	$ -	-	$ -	-	$ -	65	$ 14,007	-	$ -
6.6. Prepare Draft MMRP	18	$ 2,978	4	$ 540	-	$ -	-	$ -	-	$ -	-	$ -	14	$ 2,438	-	$ -
6.7. Prepare Final EIR	109	$ 20,479	8	$ 1,760	-	$ -	-	$ -	-	$ -	-	$ -	59	$ 17,155	-	$ -

TASKS 1 - 2 and 4 - 7 (CONTINUED)

Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Fusco		Kosmont		Rincon		Arellano	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
6.8. Final Filings	10	$ 1,345	2	$ 360	-	$ -	-	$ -	-	$ -	-	$ -	8	$ 985	-	$ -
Subtotal Task 6	1,201	$ 172,834	42	$ 7,560	-	$ -	-	$ -	85	$ 14,488	-	$ -	1,074	$ 150,786	-	$ -
Task 7: PUBLIC NOTICE AND PUBLIC HEARINGS																
7.1. City Boards and Commissions (6 meetings)	40	$ 8,800	24	$ 6,240	-	$ -	16	$ 2,560	-	$ -	-	$ -	-	$ -	-	$ -
7.2. Planning Board Public Hearing (3 meetings)	16	$ 3,860	12	$ 3,120	-	$ -	4	$ 740	-	$ -	-	$ -	-	$ -	-	$ -
7.3. City Council Public Hearing (3 meetings)	16	$ 3,860	12	$ 3,120	-	$ -	4	$ 740	-	$ -	-	$ -	-	$ -	-	$ -
Subtotal Task 7	72	$ 16,528	48	$ 12,480	-	$ -	24	$ 4,040	-	$ -	-	$ -	-	$ -	-	$ -
Fee Subtotal per Firm: Tasks 1 - 2 and 4 - 7	3,690	$ 647,407	1,671	$ 297,980	268	$ 45,920	282	$ 39,790	170	$ 29,906	225	$ 59,525	1,074	$ 150,786	-	$ 23,500
Expenses per Firm: Tasks 1 - 2 and 4 - 7		$ 34,255		$ 5,000		$ 3,340		$ 3,200		$ -		$ 500		$ 11,315		$ 10,900
TOTAL FEE TASKS 1 - 2 and 4 - 7	**3,690**	**$ 681,662**	**1,671**	**$ 302,980**	**268**	**$ 49,260**	**282**	**$ 42,990**	**170**	**$ 29,906**	**225**	**$ 60,025**	**1,074**	**$ 162,101**	**-**	**$ 34,400**

TASK 3

Task	Total		Moule & Polyzoides		Fehr & Peers		Studio-MLA		Fusco		Kosmont		Rincon		Outreach	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee
Task 3: SB 743 TRAVEL DEMAND MODEL UPDATE AND TRANSPORTATION CEQA ANALYSIS																
3.1. Travel Demand Model Update	1,612	$ 272,710	8	$ 1,760	1,604	$ 270,950	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.2. Burbank Center Plan Update Transportation Report	248	$ 41,200	8	$ 1,760	240	$ 39,440	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.3. EIR Support	34	$ 7,140	14	$ 2,840	20	$ 4,300	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
3.4. Develop VMT Evaluation Tool for Incoming Development Projects	280	$ 61,620	8	$ 1,760	272	$ 59,860	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Fee Subtotal per Firm: Task 3	2,174	$ 382,670	38	$ 8,120	2,136	$ 374,550	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Expenses per Firm: Task 3		$ 60,500		$ -		$ 60,500		$ -		$ -		$ -		$ -		$ -
TOTAL FEE TASK 3	**2,174**	**$ 443,170**	**38**	**$ 8,120**	**2,136**	**$ 435,050**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**	**-**	**$ -**

EXHIBIT C
INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**. Coverage shall be at least as broad as:

1. **Commercial General Liability**: Insurance Services Office Form CG 00 01 covering commercial general liability insurance ("CGL") on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **$2,000,000**.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to the Consultant's profession ("E&O Insurance"), with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the City or ten (10) days' prior written notice for non-payment of premium.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Such insurers shall be licensed to provide insurance under California state law.

Claims Made Policies. For the E&O Insurance Policy and any other insurance providing claims-made coverage (e.g., pollution liability insurance, if applicable):

1. The "Retroactive Date" must be shown, and must be before the Effective Date.

2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the work required under the Agreement.*

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the Agreement Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Cyber Liability Insurance

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. **City shall inform Consultant if such insurance is required.**

Contractors Pollution Liability and/or Asbestos Pollution Liability

If Consultant's Scope of Services includes the handling or transportation of hazardous materials, Consultant shall maintain pollution liability and/or asbestos pollution liability applicable to the work being performed, with a limit no less than **$1,000,000** per claim or occurrence and **$2,000,000** aggregate per policy period of one year. **City shall inform Consultant if such insurance is required.**

DATE: August 25, 2026

TO: Justin Hess, Executive Director

FROM: Patrick Prescott, Assistant Executive Director/Community Development Director
BY: Odet Ayvazyan, Housing Development Manager

SUBJECT: Adoption of a Resolution Approving an Amendment to the Burbank Public Housing Agency Fiscal Year 2026-2027 Annual Plan and Updates to the Section 8 Administrative Plan to Implement Housing Opportunities Through Modernization Act Requirements

RECOMMENDATION

Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING: 1) THE PUBLIC HOUSING AGENCY REVISED ANNUAL PLAN FOR FISCAL YEAR 2026-2027; 2) UPDATES TO THE SECTION 8 ADMINISTRATIVE PLAN TO IMPLEMENT HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT; AND 3) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE CERTIFICATIONS REQUIRED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (Attachment 1).

BACKGROUND

The purpose of this report is to outline the required updates to the Burbank Housing Authority's Annual Plan and Administrative Plan to ensure compliance with the federal requirements established under the Housing Opportunities Through Modernization Act (HOTMA). These revisions will enable the Burbank Housing Authority (BHA) to maintain compliance with the U.S. Department of Housing and Urban Development's (HUD) current regulations, preserve eligibility for federal funding, and support the continued administration of the Housing Choice Voucher (HCV) Program.

The BHA administers the HCV Program, commonly known as the Section 8 Rental Assistance Program, which is funded by HUD and provides rental assistance to extremely

low-income, very low-income, and low-income households. To receive federal funding, housing authorities must maintain a Public Housing Agency (PHA) Plan and an Administrative Plan that governs program operations and compliance with federal regulations.

In April 2026, the BHA Board approved the Fiscal Year (FY) 2026–27 PHA Annual Plan and Administrative Plan updates, which ensured continued compliance with federal HCV requirements by the deadline of April 17, 2026.

Following that approval, Housing and Urban Development (HUD) issued updated federal guidance on May 15, 2026, requiring all PHAs to implement provisions of HOTMA by January 1, 2027. HOTMA was enacted by Congress to modernize federal housing programs, streamline administrative processes, improve program integrity, and create greater consistency in the administration of rental assistance programs nationwide. HUD has established implementation requirements and timelines that require all PHAs to adopt HOTMA related policy changes.

DISCUSSION

HUD's HOTMA regulations require PHAs to implement new policies and operational changes, including:

- Updated income definitions and exclusions
    - HOTMA revises how annual income is calculated by updating mandatory and permissive income exclusions and clarifying the treatment of certain income sources. The regulations also streamline income verification requirements to reduce administrative burden while maintaining program integrity.
- Revised asset limitations and asset calculations
    - HOTMA both establishes new requirements for determining eligibility based on net family assets and updates how income from assets is calculated. The regulations also clarify the treatment of retirement accounts, real property, trust funds, and other financial assets while simplifying review for households with minimal assets.
- Modified medical and disability assistance expense deductions
    - HOTMA increases the threshold households must exceed before medical and disability assistance expenses may be deducted from annual income. The revised methodology standardizes deduction calculations across HUD-assisted programs and phases in the new threshold to lessen the impact on affected households.
- Updated interim reexamination requirements and fixed-income adjustments
    - HOTMA establishes standardized requirements for conducting interim

reexaminations when households experience changes in income or family composition. The regulations also allow PHAs to apply streamlined inflation-based adjustments for households with fixed income sources, reducing the need for full income reexaminations in certain years.

- Enhanced documentation and administrative requirements
    - PHAs must update their Administrative Plan and revise forms and notices, modify operational procedures, and train staff to implement the new regulations.

To comply with federal HOTMA requirements, staff prepared updates to the Administrative Plan incorporating the necessary regulatory changes (Attachment 2). These revisions ensure alignment with federal regulation and maintain consistency with BHA's operational mission for providing rental assistance to extremely low- income very low- income, and low-income households. A summary of proposed changes is included as Attachment 3.

All updates are mandated by HUD, and PHAs have limited discretion in the implementation of HOTMA. The amendments have been prepared and will become effective upon the Housing Authority Board's approval and submittal to HUD by August 31, 2026, in preparation for the September 2026 HOTMA compliance start date.

Resident Advisory Board and Public Notices

Consistent with HUD requirements, a Resident Advisory Board (RAB) public meeting was held on July 9, 2026. The meeting was advertised on the City's website, published in the Burbank Leader, and 900 postcard invitations were mailed to Program participants. Forty-seven members of the public attended in-person. In addition, four of the 10 RAB members attended. RAB members reviewed the revised Annual Plan and Administrative Plan. Since HOTMA updates are federally mandated and nondiscretionary, staff provided the RAB with notice of the required revisions. There were no recommendations, comments, questions or feedback to the draft revised Annual Plan or Administrative Plan. However, meeting attendees had questions related to individual HCV program cases that were addressed by staff (Attachment 4).

As required by HUD, a public notice for this public hearing has been posted. The draft revised Annual Plan and proposed changes to the Administrative Plan were available for public review at the Housing Authority public counter and online on the City's website beginning June 27, 2026. As of the writing of this report, no public comments have been received.

ENVIRONMENTAL REVIEW

The proposed adoption of the Resolution is categorically exempt from environmental review under the California Environmental Quality Act (Public Resources Code Section

21000 et seq,) (“CEQA”) pursuant to §§ 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility that it may have a significant effect on the environment, and because it is not a “project” as that term is defined in § 15378 of the State CEQA Guidelines. Implementation of HOTMA is an administrative requirement that makes changes to policies and operational changes.

FISCAL IMPACT

There is no fiscal impact associated with this report.

CONCLUSION

HOTMA implementation is required for continued participation in HUD’s HCV Program and must be incorporated into the BHA’s Administrative Plan. The proposed updates ensure compliance with federal regulations and support continued delivery of rental assistance to qualifying households. Staff recommend the Housing Authority Board adopt the Resolution approving the revised draft Annual Plan and HOTMA related Administrative Plan updates so that staff may submit to HUD by August 31, 2026.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Proposed 2026 Amended Administrative Plan (Redline)
Attachment 3 – Summary of Proposed Updates to the Administrative Plan
Attachment 4 – Resident Advisory Board Comments
Correspondences

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-_____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING: 1) THE PUBLIC HOUSING AGENCY REVISED ANNUAL PLAN FOR FISCAL YEAR 2026-2027; 2) UPDATES TO THE SECTION 8 ADMINISTRATIVE PLAN TO IMPLEMENT HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT; AND 3) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE CERTIFICATIONS REQUIRED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Public Housing Agency Revised Annual Plan for Fiscal Year 2026-2027, which is attached hereto as Exhibit A, is hereby approved.

2. The Executive Director or designee is hereby authorized to execute the certifications required by the Department of Housing and Urban Development in conjunction with the approval of the Annual Plan.

3. The amended and restated Housing Authority Section 8 Program Administrative Plan (the “Administrative Plan”), which is attached hereto as Exhibit B, is hereby approved.

4. The Burbank Housing Authority Assistant Director shall maintain a current version of the Administrative Plan.

PASSED and ADOPTED this _____ day of _____, 2026.

_____
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Attest:

Approved as to Form
Office of the City Attorney

_____
Kimberley Clark, Clerk

By: _____
Jill Vander Borght
Chief Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF BURBANK)

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the ____ day of _____ 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, Clerk

EXHIBIT A
The Annual Plan

Status: Created

Streamlined Annual PHA Plan ***(HCV Only PHAs)***	**U.S. Department of Housing and Urban Development** **Office of Public and Indian Housing**	**OMB No. 2577-0226** **Expires 9/30/2027**

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low- income families.

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

(1) ***High-Performer PHA*** - A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers (HCVs) and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, SEMAP for PHAs that only administer tenant-based assistance and/or project-based assistance, or PHAS if only administering public housing.
(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or HCVs combined and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: Housing Authority of the City of Burbank **PHA Code:** CA105
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2026
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Housing Choice Vouchers (HCVs) 1047
PHA Plan Submission Type: ☐ Annual Submission ☑ Revised Annual Submission

Public Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans.

How the public can access this PHA Plan: The public may access the Annual Plan through the city website at www.burbankca.gov as well as in person at the Burbank Housing Authority office at window 13 of the Community Services Building.

☐ **PHA Consortia:** (Check box if submitting a joint Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program

B. Plan Elements.

B.1 Revision of Existing PHA Plan Elements.

a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?

Y	N	
☐	☑	Statement of Housing Needs and Strategy for Addressing Housing Needs.

	☐ ☑ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☑ Financial Resources. ☐ ☑ Rent Determination. ☐ ☑ Operation and Management. ☐ ☑ Informal Review and Hearing Procedures. ☐ ☑ Homeownership Programs. ☐ ☑ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ☐ ☑ Substantial Deviation. ☑ ☐ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s): **Significant Amendment/Modification.** The Burbank Housing Authority will be implementing all HOTMA provisions effective January 1, 2027.
B.2	**New Activities.** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year? Y N ☑ ☐ Project-Based Vouchers (b) If Project-Based Voucher (PBV) activities are planned for the applicable Fiscal Year, provide the projected number of PBV units and general locations, and describe how project-basing would be consistent with the PHA Plan. **Project-Based Vouchers** The Burbank Housing Authority intents to implement Project Based Vouchers to encourage property owners of existing housing, newly constructed housing, or rehabilitated housing to make these properties available to low-income families at affordable rents. This will ensure the city will maintain an affordable rental housing stock that is at risk of becoming unaffordable for low-income families and/or to produce new affordable unit in the City of Burbank. As part of this proposal, the Burbank Housing Authority expects to execute an agreement for the Village at Fairview project.
B.3	**Progress Report.** Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan. **In the first year of the Five-year Plan, the Burbank Housing Authority (BHA) has assisted the most needy and vulnerable households in the City of Burbank. The BHA assisted 838 households in the first reporting year. Staff monitors expenses on a monthly basis; will utilize reserve funds, if available; and will request additional funds from HUD as necessary. The Burbank Housing Authority has achieved the following objectives: 1. The Burbank Housing Authority has applied for Special Purpose vouchers and received 5 Foster Youth to Independence (FYI) vouchers through the Consolidated Appropriations Act, 2023. 2. The Burbank Housing Authority has continued educating landlords and Section 8 participants on housing quality standards. 3. The BHA has continued to administer the Family Self Sufficiency Program. The FSS program continues to assist participants in obtaining employment that allows them to become self- sufficient, not dependent on welfare assistance and Section 8 assistance. 4. The Burbank Housing Authority continues to distribute information on housing opportunities thought the City of Burbank and has also been communicating updates regarding new City and State laws to landlords and tenants. 5. The Burbank Housing Authority has maintained an active role in shaping rental assistance policy by providing feedback on proposed program rules and regulations. The City approval of the 2025 Legislative Platform in March 2025 formalized continued engagement with federal and state representatives, enhancing advocacy efforts to expand rental assistance eligibility and promote additional rental opportunities for lower-income households, with a focus on housing stability for the most vulnerable residents of Burbank.**
B.4	**B.4 Capital Improvements.** - Not Applicable

B.5	**Most Recent Fiscal Year Audit.** (a) Were there any findings in the most recent FY Audit? Y☐ N☑ N/A☐ (b) If yes, please describe:
C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y☐ N☑ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. **In accordance with HUD guidelines, the Resident Advisory Board (RAB) reviewed the draft Revised Annual Plan for FY 2026-2027 at a public meeting held on July 9, 2026. The RAB meeting was advertised on the City's website, published in the Burbank Leader, and 900 post card invitations went out to Program participants. Forty seven (47) members of the public attended the meeting. There were no recommendations on the draft Revised Annual Plan for FY 2026-2027 or the Administrative Plan.**
C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations* *Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y☐ N☑ (b) If yes, include Challenged Elements.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: *CA105-Housing Authority of the City of Burbank Form HUD-50075-HCV (Form ID - 9281) printed by Justin Hess in HUD Secure Systems/Public Housing Portal at 07/16/2026 01:59PM EST*

Certifications of Compliance with PHA Plan and Related Regulations ***(Standard, Troubled, HCV-Only, and High Performer PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 09/30/2027**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan," of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 07/2026, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the Resident Advisory Board (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the way the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
    i. The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    ii. The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    iii. The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours. Where possible, PHAs should make documents available electronically, for public inspection upon request.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living

patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

8. For PHA Plans that include a policy for site-based waiting lists:
    - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module and/or its successor system: the Housing Information Portal (HIP) in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
    - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
    - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
    - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
    - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on marital status and will not otherwise discriminate because of sex.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with physical disabilities.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.302 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to always be available at all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary

business office of the PHA and, where possible, should be made available for public inspection in an electronic format.

22. The PHA certifies that it is following all applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Burbank — PHA Name

CA105 — PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 20**26**

_ 5-Year PHA Plan for Fiscal Years 20-20

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Name of Executive Director: **MR Justin Hess**		Name of Board Chairman: **Tamala Takahashi**	
Signature:	Date:	Signature:	Date:

This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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Form identification: *CA105-Housing Authority of the City of Burbank form HUD-50077-ST-HCV-HP (Form ID -2665) for CY 2026 printed by Justin Hess in HUD Secure Systems/Public Housing Portal at 07/16/2026 02:01PM EST*

Status: Created

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, **Justin Hess** (*Official's Name*), the **Executive Director** (*Official's Title*) certify that the 5-Year PHA Plan for fiscal years **2026-2030** and/or Annual PHA Plan for fiscal year **2026** of the **CA105 - Housing Authority of the City of Burbank** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Burbank
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The City's five year Consolidated Plan (Con Plan) strategy includes priorities to meet the needs of the community and the City's rational for investment of federal funds. In order to address the needs, the City identified three priorities having the greatest need in the community. The three priority areas include: 1. Expand and Improve Affordable Housing Options, 2. Support and Strengthen Homeless Services and Housing, and 3. Improve Quality of Life through Neighborhood Revitalization. The Burbank Housing Authority Annual Plan for Fiscal Year 2026-2027 directly address priority number 1 in providing affordable housing options to qualified households within the City. Furthermore, the Annual Plan is consistent with the current Analysis of Impediments to Fair Housing Choice report by ensuring the Section 8 applicants and participants have fair and equal housing opportunities throughout the City's jurisdiction.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official: **Justin Hess**	Title: **Executive Director**
Signature:	Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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Form identification: CA105 - Housing Authority of the City of Burbank form HUD-50077-SL (Form ID - 7328) printed by Justin Hess in HUD Secure Systems/Public Housing Portal at 07/16/2026 02:02PM EST

EXHIBIT B
The Administrative Plan

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BURBANK HOUSING AUTHORITY

SECTION 8 PROGRAM ADMINISTRATIVE PLAN

PROPOSED CHANGES

JULY 2026

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CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U. S. Housing Act of 1937. On October 21, 1998, the Quality Housing and Work Responsibility of Act of 1998 was signed into law which substantially changed the Section 8 Program. In the past there had been two forms of assistance, namely Certificates and Vouchers, but this new Act combined the two into the new Housing Choice Voucher Program. This Administrative Plan implements those changes. Administration of the Section 8 Program and the functions and responsibilities of the Burbank Housing Authority staff shall be in compliance with the City of Burbank's Personnel Policy and the U. S. Department of Housing and Urban Development's (HUD) Section 8 Regulations, as well as all applicable federal and state laws.

The funding source for the Section 8 Program is an Annual Contributions Contract between the Burbank Housing Authority and the U. S. Department of Housing and Urban Development. The federal funds come directly to the Burbank Housing Authority and are used for Program implementation and administration. The Section 8 Program is self-supporting from the federal government and does not use local funds.

A. PROGRAM DESCRIPTION

The Section 8 Program is a federally funded rental assistance program where the Burbank Housing Authority makes rent payments to private landlords every month on behalf of very low-income tenant households. The U. S. Department of Housing and Urban Development enters an Annual Contributions Contract with the Housing Authority to pay a certain amount of money every year to administer the Program. The contract specifies the amount of money that will be received and the number of households that can be assisted. When the maximum number is reached, the Program is considered full and someone must leave the Program in order to allow a new person to participate.

When the Section 8 Program is open for new applications, an interested person can fill out an application and submit it directly to the Burbank Housing Authority. The applicant name is placed on the Applicant Waiting List and when the name is selected as outlined later in this Administrative Plan, the person is called to the office for an interview. In order to qualify for the Program, the income for the applicant family must be below 50% of median for Los Angeles County (new income limits are utilized as soon as they are available). Income is verified by the Housing Authority and new participants must be U. S. citizens or legal immigrants to qualify for assistance. After the tenant is determined eligible, a Section 8 Voucher is issued which gives the tenant 120 days to locate a suitable rental unit. The tenant may elect to stay in his/her current rental unit, if the landlord agrees

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to participate in the Program, or the tenant may locate a unit anywhere in the United States. The Voucher specifies a certain dollar amount that the Housing Authority will pay directly to the landlord on behalf of the tenant each month. The Section 8 Housing Choice Voucher Program is designed to give the tenant freedom and flexibility to choose a place to live.

The unit selected may be a house or an apartment, and it must be decent, safe, and sanitary. The rent must be reasonable compared to similar units that are not on the Section 8 Program. Every year the unit will be inspected by the Housing Authority to verify the condition. In addition, the income of the tenant household will be verified annually, and eligible tenants may remain on the Program indefinitely.

B. HISTORY OF THE BURBANK HOUSING AUTHORITY

The creation of the Burbank Housing Authority was authorized by Resolution 17,164, which was passed by the Burbank City Council on June 17, 1975, in accordance with Section 34240 of the Health and Safety Code of the State of California. The Burbank City Council also passed Resolution 17,165 on June 17, 1975, which declared that the City Council members would serve as the Commissioners of the Housing Authority in accordance with Section 34290(a) of the Health and Safety Code of the State of California. The by-laws for the Burbank Housing Authority were adopted on July 1, 1975, by Housing Authority Resolution H-4.

The initial allocation of funding for the Section 8 Program in 1975 was $92,000 for a total program size of 40 Certificates. Over the years, the Section 8 Program has increased in various funding increments to a total of 1,014 Certificates and Vouchers. Each year, as funding for the program is received, staff will provide an annual update to the Housing Authority Board on voucher utilization. In 1992, the Burbank Housing Authority started participating in the Family Self-Sufficiency component of the Section 8 Program which provides incentives to families to become financially independent. The Family Self-Sufficiency Program will be discussed in Chapter 14.

The jurisdiction of the Burbank Housing Authority is the City of Burbank; however, tenants are able to take their Section 8 assistance with them to other parts of the country. The Burbank Housing Authority works cooperatively with other Housing Authorities to transfer tenants when requested. This ability to move from one jurisdiction to another is called portability and will be discussed in Chapter 8.

C. PROGRAM GOALS AND OBJECTIVES [24 CFR 982.1]

The goal of the Burbank Housing Authority is to assist the most needy and vulnerable applicants in the City of Burbank such as those applicants that pay a disproportionate share of their income on rent. The Section 8 Program aims to provide affordable housing to those existing, very low-income applicants by implementing the Section 8 Program, the

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Burbank Housing Authority is able to take existing units in the private rental market and make them affordable to existing, very low-income applicant families (defined in Chapter 2). The Burbank Housing Authority has a commitment to provide the highest level of service to assist the greatest number of people possible while staying within the available funding. This commitment to the highest level of service will be supported by use of administrative fee reserve funds when necessary. It is the policy of the Burbank Housing Authority to achieve and maintain full lease-up of all Vouchers. The Section 8 Program is designed to achieve these major objectives:

1. To provide affordable rental housing that is ~~decent,~~ safe, and ~~sanitary~~ habitable to existing, very low-income applicants.
2. To ensure that all units in the Program meet Housing Quality Standards and that tenants pay fair and reasonable rents.
3. To promote fair housing and the opportunity for very low-income applicants of all ethnic backgrounds to experience freedom of housing choice.
4. To promote a housing program which maintains quality service and integrity which encourages private property owners to rent to very low-income households.

D. PURPOSE OF THE PLAN [24 CFR 982.52 and 982.54]

The purpose of the Section 8 Administrative Plan is to establish policies and procedures to implement the Program in a manner consistent with HUD requirements and local objectives. Section 8 Program requirements are specified in the Code of Federal Regulations, and it is not the purpose of this Plan to restate those regulations. This Plan will describe the policies concerning the functions for which there is discretion to establish local policies and procedures. These policies will cover applicants and participants in the Section 8 Program. The Burbank Housing Authority is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

E. FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]

It is the policy of the Burbank Housing Authority to comply fully with all applicable federal and state laws governing fair housing and equal opportunity in housing and employment. No applicant will be denied the opportunity to apply for or receive assistance under the Section 8 Program on the basis of race, color, sex, religion, creed, national or ethnic origin, and age or on the actual or perceived familial or marital status, sexual orientation, gender identity or disability.

To further its commitment to full compliance with applicable civil rights laws, the Burbank Housing Authority will provide information concerning federal and state legislation to Program participants. Such information will be made available during the initial briefing

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session and will be contained in the briefing packet. The discrimination complaint forms provided by HUD will also be included.

Tenant Outreach

The Burbank Housing Authority will publicize the availability of applications for Section 8 assistance when the size of the waiting list is not sufficient to accommodate new allocations of funding or existing Program turnover. Advertisements and articles will be placed in newspapers, such as The LA Times, The Daily News, La Opinion, The Sentinel, a local Armenian language newspaper and posted on social media. Notices will also be provided in English, Spanish and Armenian and will be placed in public places. Information concerning eligibility guidelines and Program benefits will be distributed to other service providers in the community to enable them to make client referrals for housing assistance.

Owner Outreach

The Burbank Housing Authority encourages owners of decent, safe and sanitary housing units to lease to Section 8 households. A list of available units is maintained for the Section 8 Program and is updated monthly. To ensure greater mobility and housing choice for very low-income tenants, the list contains information about available rental units that are located throughout the City of Burbank. This list is available in the Burbank Housing Authority office and can be mailed to Program participants upon request. The initial briefing packet for new participants will also include this list.

F. REASONABLE ACCOMMODATIONS POLICY [24 CFR 8.28-]

The policies and practices of the Burbank Housing Authority are designed to provide equal access to services for a person with disabilities. A reasonable accommodation is an exception or adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the HCV program. The Burbank Housing Authority will provide portable assisted hearing devices, sign language interpreters, and a Braille translation service, as necessary. In addition, the Burbank Housing Authority office is wheelchair accessible and informational posters are placed in such a manner as to make them easily readable from a wheelchair.

Pursuant to the federal Fair Housing Act, the Americans with Disabilities Act (ADA), and the California Fair Employment and Housing Act, the City of Burbank Housing Authority is dedicated to providing any accommodation that is reasonably necessary to afford persons with qualified disabilities an equal opportunity to participate in the Section 8 Program.

To have equal access to the HCV program, persons with qualifying disabilities may request a reasonable accommodation and shall be referred to the City of Burbank ADA

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Coordinator to participate in an interactive process with the Burbank Housing Authority, to determine what reasonable accommodation(s) may be granted.

G. ADMINISTRATIVE FEE RESERVE [24 CFR 982.155(B)]

The funding for the Section 8 Program allows the Burbank Housing Authority to earn administrative fees based on the number of units that are leased under the Program every month. There is an established HUD formula for calculating these administrative fees.

Any administrative fee reserve funds are to be used first to cover any Program expenses that are not covered by the annual earned administrative fees, but the remainder of the reserve funds may be used for other housing purposes. Any plans to spend reserve funds for purposes other than Program maintenance need to have Housing Authority Board approval.

H. TRANSLATION OF DOCUMENTS

The Burbank Housing Authority has bilingual staff to assist non-English speaking persons in Armenian and Spanish languages. The City of Burbank has the ability to provide translation services to the Housing Authority in the languages of Farsi, Arabic, Russian, Korean, Mandarin Chinese, Toisan Cantonese, Filipino Tagalog, and Spanish Tagalog upon request. Any written translation of documents will be reviewed on the basis of need and cost considerations. In determining whether it is feasible to provide translation of documents written in English into other languages, the Burbank Housing Authority will consider the number of applicants and participants who do not speak English and speak the other language. If it is determined that translating a document into a different language is not feasible, Burbank Housing Authority will make other efforts to explain the information contained in such documents to applicants and participants in their language. At any time that a person not fluent in English requests an Informal Hearing, the Burbank Housing Authority will have an interpreter present at the hearing whenever possible. The interpreter will execute a statement that the tenant had all of the information explained at the time of the hearing. That document will be retained in the tenant file.

I. MANAGEMENT ASSESSMENT OBJECTIVES (SEMAP)

In an effort to monitor the performance of the housing agencies that administer the Section 8 Program, HUD has established the Section 8 Management Assessment Program (SEMAP). There are several areas of Program implementation that are included in SEMAP. Housing agencies are required to submit an annual certification that their policies and practices are in compliance with HUD standards. Every month, information concerning the Program is transmitted electronically to HUD for reporting purposes. This information gives HUD the ability to monitor performance without making a site visit. The quality control policies and practices of the Burbank Housing Authority are consistent with

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the goals and objectives of the Section 8 Management Assessment Program. The indicators that are included in this evaluation system include:

1. Selection from the Waiting List.
2. Rent Reasonableness.
3. Determination of Adjusted Income.
4. Utility Allowance Schedule
5. Quality Control Inspections for Housing Quality Standards.
6. Housing Quality Standards Enforcement.
7. Expanding Housing Opportunities.
8. Fair Market Rent/Exception Rent and Payment Standards Compliance.
9. Timeliness of Annual Recertification.
10. Correct Tenant Rent Calculations.
11. Pre-Contract Housing Quality Standards Inspections.
12. Annual Housing Quality Standards Inspections.
13. Lease-up Rate.
14. Family Self-Sufficiency Program Enrollment.
15. Percent of Family Self-Sufficiency Participants with Escrow Account Balances.

J. RECORDS MANAGEMENT

In order to demonstrate compliance with HUD regulations, the Burbank Housing Authority will maintain records, reports and other documentation for a period of three years. Effective January 1, 2011, all documents pertaining to active files will be scanned and stored electronically within the Housing Pro software system. Once scanned, all hardcopies will be stored for three years and then destroyed. The tenant file will contain the original hardcopy eligibility certification documents. Upon termination of a participant from the Program, records will be maintained for three years then destroyed.

K. THE HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT OF 2016 (HOTMA)

On July 29, 2016, The Housing Opportunity Through Modernization Act (HOTMA) was signed into law. HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937(1937 Act), including significant changes to income calculation, net family assets, and income reviews. The rule was officially published in the Federal Register on February 14, 2023, and revises HUD regulations found in 24 CFR Part 5 and 24 CFR Part 982.

This administrative plan has been updated to comply with ~~the following required HOTMA provisions; Use of HUD 9886-A (a HUD form), Income Exclusions, Definitions, De Minimis Errors. All remaining provisions in Section 102 and 104 will be issued at a later date per HUD guidance.~~all HOTMA regulations.

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CHAPTER 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

INTRODUCTION

This Chapter defines the criteria used to determine eligibility for admission to the Section 8 program. It is the policy of the Burbank Housing Authority to be objective and consistent in applying these criteria to evaluate the eligibility of those who apply. Only the factors described in this Chapter will be used to determine eligibility. Applicants will be provided the opportunity to explain their circumstances, to furnish additional information, and to receive an explanation of the basis for any decision made by the Burbank Housing Authority pertaining to their eligibility.

Eligibility Factors

To be eligible for participation, an applicant must: 1) meet the income and asset guidelines as an applicant family1; 2) must provide Social Security numbers for every person listed on the application; and 3) must be a citizen of the United States or an eligible immigrant. Initial eligibility for placement on the Section 8 applicant waiting list will be made in accordance with these eligibility factors. Verification will not be obtained until the applicant is selected from the list.

A. FAMILY COMPOSITION [24 CFR 5.403, 982.201]

An applicant family includes every person listed on the application including but not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or marital status. Each applicant for assistance under the Housing Choice Voucher program must meet the BHA's definition of family as described below:

(1) A single person, who may be:

(i) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;

(ii) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

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(2) A group of persons residing together, and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

(ii) An elderly family;

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

(vi) The remaining member of a tenant family.

Household

A household includes the applicant family (all the persons that applied together as described in Chapter 2), and any additional persons approved by the BHA to live (meeting residency timeframes in Chapter 5) in the assisted unit, including but not limited to: lodgers, foster adult/children, wards of the State, care takers and live-in aides. A person living alone in a housing unit or a group of unrelated people sharing a housing unit such as partners or roommates are also counted as a household.
The various compositions of family and household include the following designations:

Head of Household

The head of household is the adult member of the household who is responsible for paying the rent. This person must have the legal capacity to enter into a lease under state or local law. Emancipated minors who qualify under state law will be recognized as the head of household.

Spouse of Head

Spouse means the husband or wife of the head of household. The term "spouse" does not apply to boyfriends, girlfriends, or significant others.

Live-in Aide

A household may include a live-in aide provided that she/he is determined by a medical doctor to be essential to the care and well-being of an elderly or disabled member of the household. The doctor must provide written verification concerning the medical need for the live-in aide and must include the hours the care will be provided. Relatives are not automatically excluded from being live-in aides. The live-in aide must not be obligated for the support of the person being cared for and would not be living in the unit except to provide care. Voucher Size Determination for a household with a Burbank Housing Authority approved live-in aide will follow policies outlined in Chapter 7 – Subsidy Standards.

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The income of a live-in aide is not to be counted for purposes of determining eligibility. Live-in aides are not subject to Non-Citizen Rule requirements and they are not considered to be a remaining member of the household if the tenant leaves the unit. A live-in aide may only reside in the unit with the approval of the Burbank Housing Authority.

At any time, a particular individual may be disapproved as a live-in aide or previous approval maybe with drawn if:

1. The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
2. The person commits drug-related criminal activity or violent criminal activity; or
3. The person currently owes rent or other amounts to the Burbank Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When an applicant family or household on the Section 8 applicant waiting list splits into two otherwise eligible households, the members of the family/household must decide which component will remain on the Section 8 Applicant Waiting List. It is not a decision to be made by the Housing Authority.

Income of Applicant Family Members

The incomes of all members of the applicant family, listed on the application, will be taken into consideration to determine eligibility for the Section 8 Program. Applicant family members cannot exclude themselves from consideration.

Joint Custody of Children

Children who are subject to a joint custody agreement and live with the parent who is applying for the Section 8 Program at least 51% of the time, will be considered members of the applicant family/household. The definition of "51% of the time" is 183 days of the year that do not need to be consecutive.

B. ASSET LIMITATIONS [24 CFR 5.100,5.603,5.618]

To be eligible for assistance, the applicant family must have net family assets below the HUD determined asset limitation. This Asset limitation is adjusted for inflation annually and can be found in Appendix A.

Applicant families may also not have present ownership interest in, a legal right to reside in, and effective legal authority to sell a property (based on laws of the state or locality in which the property is located) that is suitable for occupancy by the family as a residence.

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Real Property Exclusions
The real property restriction does not apply to the following:

1. Any property for which the family is receiving assistance under 24 CFR 982.620 or any property for which the family is receiving assistance under the Homeownership Option in 24 CFR Part 982.
2. Any property jointly owned by a family member and another individual who does not live with the family but who resides at the jointly owned property.
3. Any property owned by a family that includes a person who is a victim of domestic violence, dating violence, sexual assault, or stalking.
4. Any property that the family is offering for sale.

The real property restriction applies only when the family has:

1. the legal right to reside in the real property. Families who claim they lack the legal right to reside in the real property must provide evidence to support their claim(s).
2. the effective legal authority to sell the real property, based on the laws of the state or locality in which the property is located. Families who claim they lack the legal authority to sell the real property must provide evidence to support their claim(s)

A property will be considered suitable for occupancy unless the family demonstrates that the real property meets one of the following five conditions:

1. The property is not capable of meeting the disability-related needs of all members of the family.
2. The property is not sufficient for the size of the family. A BHA's occupancy standards will be used for such a determination.
3. The property is geographically located so that it creates a hardship for the family.
4. The property is not safe to reside in because of its physical
5. The family does not have the legal right to reside in the property.

~~B~~C. INCOME LIMITATIONS [24 CFR 982.201, 982.353]

In order to be eligible for assistance, the applicant family must have an income that is below 50% of median income for the Los Angeles/Long Beach Standard Metropolitan Statistical Area (for the fiscal year). To determine eligibility, the gross annual income of all the persons listed on the application is compared to the applicable income limit for that number of people. Calculated income that is more than 60 days old will need to be recalculated per HUD Regulations. Applicant families with annual incomes that exceed the income limit will be denied admission and offered an Informal Review.

New admissions to the Program will be monitored so that 75% of new, eligible applicant families have incomes below 30% of median income within the fiscal year. In very limited

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circumstances, lower income, eligible applicant families with incomes below 80% of median income that have been participating in other HUD Programs may qualify for Section 8 assistance. The applicable programs are specified in 24 CFR 982.201 (b).

~~C~~D. SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218]

Prior to admission to the Section 8 Program, applicants are required to provide verification of Social Security numbers for all persons listed on the application. This requirement also applies to persons joining the household after admission to the Program. Failure to furnish verification of Social Security numbers is grounds for denial of admission or termination of assistance.

~~D~~E. CITIZENSHIP/IMMIGRATION STATUS [24 CFR Part 5, Subpart E]

In order to receive assistance, at least one applicant family member must be a U.S. citizen or an eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD. The status of each member of the applicant family is considered individually before the applicant family's status is defined. The types of family status are as follows:

1. Mixed family. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed households." Such applicant families will be given notice that their assistance will be pro-rated and that they may request an Informal Review if they contest this determination.

2. No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an Informal Hearing.

3. Non-citizen students. Applicants falling into this category are not eligible for Section 8 assistance and will be offered an Informal Hearing.

~~E~~F. INELIGIBILITY FACTORS [24 CFR 982.552(b)]

Federal requirements mandate that admission to the Section 8 Program be denied to applicants in the following situations:

1. If any member of the applicant family fails to sign and submit the HUD or Housing Authority required consent forms for obtaining information.
2. If no member of the applicant family is a citizen of the United States or eligible immigrant.
3. If an individual in the applicant family is convicted of manufacturing or producing methamphetamine.

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4. If an individual in the applicant family seeking initial eligibility is a medicinal marijuana user as further defined in Chapter 11 – Denial or Termination of Assistance.
5. If any member of the applicant family is subject to a lifetime registration requirement under a state sex offender registration program.

~~F~~G. SCREENING PROCEDURES FOR APPLICANTS [24 CFR 982.307]

In an effort to prevent future drug-related and other violent criminal activity, the Housing Authority will endeavor to screen applicants as thoroughly and fairly as possible. All screening procedures shall be consistently administered in such a way as not to violate rights to privacy or to discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected classes under the law (as described in Chapter 1). Such screening procedures will apply to all members of the applicant family who are 18 years of age or older.

Criminal history reports will be obtained for all members of the applicant family who are 18 years of age or older. Assistance will be denied if any applicant family member has ever been convicted or is currently/recently engaged (as defined in each subsection below) in one or more of the following behaviors that meet these HUD definitions:

1. *Drug-related criminal activity* is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance by any family member. Drug-related criminal activity means *on or off the* premises, *not just on or near the* premises within the last five (5) years of application review.

2. *Violent criminal activity* includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member within the last 10 years of application review.

3. *Other criminal activity* that may threaten the health, safety, or peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity by any family member within the last five (5) years of application review.

4. Any *other activity* that may threaten the health, safety, or peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity by any family member within the last five (5) years of application review.

For purposes of this section, the circumstances related to any drug related or other criminal/non-criminal, or violent criminal activity (e.g., probation, parole, status of parole, etc.) will be reviewed before denying admission. If an applicant family is denied based on criminal record, the Burbank Housing Authority will notify the household of the

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proposed action and will provide a copy of the record from which the denial is based. For Informal Review procedures for Applicants please see Chapter 13 – Complaints and Appeals.

It is a HUD requirement that persons evicted from public housing, Indian Housing, Section 23 or any Section 8 Program because of drug-related criminal activity are ineligible for admission to the Section 8 Program for a three-year period beginning on the date of such eviction.

~~G~~H. SUITABILITY AS TENANTS [24 CFR 982.202(b)(1)]

The Burbank Housing Authority may not screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the landlord to screen the applicants as to their suitability for tenancy. If an applicant feels that she/he has been discriminated against by a landlord, the Housing Authority will counsel them about their fair housing rights. The applicant will be referred to the local housing rights office to pursue housing discrimination complaints. The applicant will also be given a *Housing Discrimination Complaint* form (HUD-903) to complete and submit to the HUD Local Area Office.

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CHAPTER 3

APPLICATION PROCESS
[24 CFR 982.204]

INTRODUCTION

It is the policy of the Burbank Housing Authority to ensure that all people who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for handling new applications and the placement of those applications on the Section 8 Applicant Waiting List.

A. OVERVIEW OF THE APPLICATION PROCESS

When the Section 8 Program is open, any person who wants to apply for assistance may fill out an application. In an effort to make the application process accessible to all, the application may be given to someone other than the applicant. Upon request from a person with a disability, the application will be provided in an accessible format.

The application process will involve two phases. The first phase is the initial application for assistance, which is referred to as the pre-application. The second phase is the full application where the final determination of eligibility will be made. The full application is taken at the time that the applicant is requested to provide verification of the information provided on the pre-application.

B. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206, 982.54(d)(1)]

Opening the Applicant Waiting List

New applications will be taken when there are less than 100 Burbank residents on the Section 8 Applicant Waiting List. When the Applicant Waiting List is open, the Burbank Housing Authority will advertise through public notices in local newspapers and minority publications, including The LA Times, The Daily News, La Opinion, The Sentinel, a local Armenian language newspaper and posted on social media. The notice that is published will contain the following information:

1. The dates, times, and the locations where applicants may apply.
2. A brief description of the Section 8 program.
3. A statement that public housing residents must submit a separate application if they want to apply for the Section 8 Program.

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The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the Burbank Housing Authority office address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Applications will be made available online and will be distributed to any social service agency that requests them. These social service agencies will include, but are not limited to, the Burbank Temporary Aid Center, the Salvation Army, the Armenian Relief Society, the Burbank Family Service Agency, the Burbank Human Relations Council, the Burbank Advisory Council to the Disabled, and the Burbank Landlord Tenant Commission. Applications will also be available at all three branches of the Burbank Public Library and all of the Burbank Parks and Recreation facilities. Applications must be returned in the manner advertised by the Housing Authority Office.

Closing the Applicant Waiting List

The Burbank Housing Authority will discontinue receiving applications and close the Section 8 Applicant Waiting List per the deadline(s) given on the public notices inviting applications. The names of the new applicants will be added to the Section 8 Applicant Waiting List within the preference categories.

C. INITIAL APPLICATION PROCEDURES [24 CFR 982.204(b)]

The Burbank Housing Authority will use a pre-application for the initial application phase. The purpose of the pre-application is to provide enough information for a preliminary assessment of eligibility and to determine preference category for the Applicant Waiting List. The pre-application will contain questions designed to obtain the following information:

1. Names and ages of all members of the applicant family
2. Sex and relationship of all members.
3. Street address and phone numbers.
4. Mailing address, if different. Homeless applicants should use the address of the service provider in Burbank as further defined in Chapter – 4 Applicant Waiting List
5. Amount and source of income received by applicant family members.
6. Information regarding disabilities pertinent to allowances and deductions.
7. Information related to qualification for preferences.
8. Social Security numbers.
9. Race/ethnicity of head of household.
10. Request for specific accommodation needed to fully utilize program and services.
11. Telephone number for emergency contact person.

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Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected from the Section 8 Applicant Waiting List. Final eligibility will be determined when the full application process is completed and all information is verified. Applicants who submit pre-applications showing applicant family income that exceeds the eligibility limit will be sent a letter of ineligibility. These applicants will not be placed on the Section 8 Applicant Waiting List. The applicant may request an Informal Review and may submit other information to be used for a redetermination of eligibility.

D. STATUS ON THE APPLICANT WAITING LIST [CFR 982.204]

After the pre-application has been reviewed for income eligibility, a written confirmation of placement on the Section 8 Applicant Waiting List will be sent to the head of household. Applicants are required to inform the Burbank Housing Authority in writing when they have a change of address. Applicants are also required to respond to requests for information from the Burbank Housing Authority.

E. TIME OF SELECTION [24 CFR 982.204]

Applicants will be selected from the Section 8 Applicant Waiting List randomly based on a preference point system (described in Chapter 4) through the software program. When the applicant is selected from the Applicant Waiting List, a written request for program eligibility will be sent out, which will specify the time period (deadline) for submitting the required information. Information on incomplete submittals or changes in circumstance will not be accepted after deadline has passed, and the applicant will be removed from the Waiting List. After all of the timely verification has been received, and the applicant has been determined eligible, the applicant will be scheduled for a full application interview.

F. FULL APPLICATION PROCEDURES

All preferences claimed on the pre-application or while the applicant family is on the Section 8 Applicant Waiting List will be verified at the time that the applicant is selected. The qualification for preference must exist at the time the preference is claimed and at the time of verification. Requests for verification of all pertinent factors, such as income, assets, household composition, disability, and citizenship status will be mailed to the applicant before the interview is scheduled.

After all the verification forms have been received, the final determination of eligibility will be made. If the applicant family is determined to be ineligible for the Program, a written notification will be mailed out. The letter will contain an explanation of the reason for ineligibility determination and an opportunity to request an Informal Review.

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If the applicant family is determined to be eligible, an appointment will be made for a full application interview. The applicant is required to participate in a full application interview. The Burbank Housing Authority staff person will complete the formal application and the applicant will need to sign the form and certify that all information is complete and accurate.

All adult members must sign the *Release of Information* (HUD 9886) and the declarations and consent forms related to citizenship or immigration status. Depending on individual circumstances, applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. All applicants will be required to authorize the Burbank Housing Authority to obtain their credit reports and criminal histories. Refusal to sign any of these documents will be cause for denial of admission to the Section 8 Program for failure to provide necessary certifications and release as required by the Burbank Housing Authority.

G. VERIFICATION [24 CFR 982.201(e)]

Information provided by the applicant will be verified by using the procedures in Chapter 6. Household composition, income, allowances and deductions, assets, full-time student status, disability, eligibility factors, and other pertinent information will be verified. Written verification may not be more than 60 calendar days old at the time of issuance of a Voucher.

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CHAPTER 4

APPLICANT WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

INTRODUCTION

It is the objective of the Burbank Housing Authority to maintain an accurate Applicant Waiting List to provide an adequate pool of qualified applicants to fill vacancies in the Section 8 Program. This Chapter explains the preference categories that determine the order of placement of the applications on the Applicant Waiting List. Maintenance of accurate information on the Applicant Waiting List ensures that applicants are admitted to the Program in the proper order and in a timely manner.

A. APPLICANT WAITING LIST [24 CFR 982.202(c) and 982.204]

Names will be selected from the Section 8 Applicant Waiting List in accordance with policies and preferences defined in this Administrative Plan. The Applicant Waiting List will be maintained in a manner that an application can be tracked from date of receipt to final disposition. The pre-applications will be sorted by preference category and will be a permanent file while active on the Waiting List. While all can apply, no applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

B. PREFERENCE CATEGORIES [24 CFR 982.207 and 982.4]

The Section 8 Program allows Housing Authorities to apply local preferences to the applications in order to determine placement on the Applicant Waiting List. These preferences are intended to meet the needs of the community. The local preferences that will be used by the Burbank Housing Authority will be as follows:

Residency Preference

Applicants who reside in the City of Burbank or applicant families with a member who works or has been hired to work in the City of Burbank will be given preference over non-residents. The Section 8 Applicant Waiting List will be separated into the two broad categories of residents and non-residents. Applicants claiming additional preferences will be placed within that preference category. Burbank homeless individuals/families that have been working with qualified Burbank service providers, should utilize the Burbank address of the service provider.

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Risk of Rental Assistance Loss Preference

This preference will be given to households participating in any Burbank Housing Authority Special Purpose Voucher program, who are at risk of losing rental assistance because of funding limitations, program changes, or shifts in eligibility requirements.

Persons Displaced by Government Action Preference

Very low-income tenants who are displaced by government action of the Burbank Housing Authority or the City of Burbank will be given this preference based on involuntary displacement. The activity causing the displacement must be taken in connection with code enforcement or a public improvement or a development program.

Veteran Preference

This preference will be given to applicants who have a current member of the U. S. Military Armed Forces in their applicant family. Veterans and surviving spouses of veterans will also be given this preference.

Disability Preference

This preference is extended to disabled persons or families with a disabled member as defined in this Plan. Proof of disability will be required at time of selection from the waiting list.

Homeless Preference

This preference is for Burbank homeless individuals and families that have been working with qualified Burbank service providers. These service providers will certify that adult applicant members meet the specific criteria for this category and the program and commits to providing on-going supportive services for a minimum of six (6) months after issuance of a housing voucher in order to ensure that the individual/family is able to live independently.

This preference will assist those applicants that become homeless while on the waiting list; and homeless applicants in the future that apply to the Program with no home address that instead will utilize a Burbank service provider address with an Authorization form on file.

Severely Rent Burdened Preference

This preference is for applicant families that pay more than 50% of their gross annual income towards the rent. Proof that 50% or more of applicant family income

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(as defined by HUD and included in Chapter 5 of this Administrative Plan) is utilized to pay rent will be required at the time of selection from the waiting list.

Substandard Housing Preference

This preference is for applicant families that are living in unpermitted structures as designated by a government official in the course and scope of their official duties such as code enforcement officer or building inspector. This category is different than the Homeless preference and does not apply to homeless households.

C. PREFERENCE ELIGIBILITY [24 CFR 982.207]

Applicants are allowed to claim the preferences at time of pre-application and their names will be placed on the Section 8 Applicant Waiting List according to that preference category. At time of final eligibility determination, the applicant will be required to provide verification of the preference. Changes in an applicant's circumstances while on the Section 8 Applicant Waiting List may qualify the applicant family for a preference. Applicants are required to notify the Burbank Housing Authority in writing when their circumstances change. When applicants claim to have recently become eligible for a preference, they will be placed on the Applicant Waiting List within the newly claimed preference.

D. PREFERENCE DENIAL [24 CFR 982.207]

If an applicant cannot provide third party verification to prove a preference at the time that the name is selected from the Applicant Waiting List, then the preference will be denied. Applicants will be informed in writing why the preference was denied, and they will be placed back on the Section 8 Applicant Waiting List without the denied preference. Applicants will have the right to an Informal Review.

E. ORDER OF SELECTION [24 CFR 982.207(e)]

When the preliminary applications are received, the preference categories claimed by the applicants will be honored. The verification of the preferences will be obtained at the time that the applicant name is selected from the Section 8 Applicant Waiting List. The applications will be placed on the Applicant Waiting List within weighted preference categories.

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Burbank Residents

Applicants that live or work in Burbank (25 points).
Additional Points for:

i. Burbank Housing Authority Special Purpose Voucher households whose assistance is at risk of termination due to lack of program funding (50 points)
ii. Involuntarily displaced by the City of Burbank or Burbank Housing Authority preference (10 points).
iii. Homeless working with a qualified service provider preference (10 points).
iv. Severely rent burdened preference (5 points).
v. Substandard housing preference (5 points).
vi. Veteran preference (2.5 points).
vii. Disability preference (2.5 points).

Non-Residents

i. Homeless Preference (5 points).
ii. Severely rent burdened preference (5 points).
iii. Substandard housing preference (5 points).
iv. Veteran preference (2.5 points).
v. Disability preference (2.5 points).
vi. All other non-residents.

F. TARGETED FUNDING [24 CFR 982.203]

When HUD awards special funding for specific applicants, the Section 8 Applicant Waiting List will be searched for the first available applicant family meeting the targeted funding criteria. Applicants who meet the specific requirements for the targeted funding will be placed on a separate Applicant Waiting List for use in the targeted program.

G. REMOVAL FROM WAITING LIST [24 CFR 982.204(c)]

In order to ensure applicants on the waiting list receive correspondence from the Burbank Housing Authority, it is the responsibility of each applicant to provide in writing any changes to address and contact information. Current and updated contact information will allow the Burbank Housing Authority to manage and maintain the waiting list, as required by HUD, for optimum implementation of the Section 8 Program. To that end, the Section 8 Applicant Waiting List will be updated periodically to ensure that contact, and preference information is on file for all applicants. Letters will be sent to all applicants on the Applicant Waiting List informing them that any changes in address must be sent in writing to the Burbank Housing Authority. The applicants will also be advised to send

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written notification of any change in household circumstance that would qualify them for a preference. Applicants will be required to complete an information update form and return it to the Housing Authority office within the specified time period. The Burbank Housing Authority has no control over postal delivery and will assume correspondence was delivered as addressed. Any applicant who fails to respond within the stated time period will have their name removed from the Section 8 Applicant Waiting List. The applicant will be informed in writing of their removal.

If any correspondence that is sent out by the Burbank Housing Authority is returned by the Post Office for any reason without a forwarding address, the name will be removed from the Section 8 Applicant Waiting List without further notice. If a forwarding address is provided by the Post Office, the correspondence will be forwarded, however, time periods to respond will remain unchanged. The envelope will be scanned and attached to the applicants file as proof of no forwarding address.

H. EXCEPTIONS FOR SPECIAL ADMISSIONS [24 CFR 982.203, 982.54(d)(3)]

If HUD awards special funding to the Burbank Housing Authority for specifically targeted groups, these households will be admitted to the Section 8 Program under a special admission procedure which is outside of the regular Section 8 Applicant Waiting List process. These applicant families will not have to qualify for any preferences, nor are they required to be on the Section 8 Applicant Waiting List. The Burbank Housing Authority will maintain separate records of these admissions. The following are examples of the types of low-income households that may be designated by HUD for special admission based on their participation in the following programs:

1. A household displaced due to demolition or disposition of a public or Indian housing project;

2. A household residing in a multi-family rental housing project when HUD sells, forecloses or demolishes the project;

3. A household residing in housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990;

4. A household residing in a project covered by a project-based Section 8 Housing Assistance Payments contract at or near the end of the contract term; and

5. A non-purchasing household residing in a HOPE 1 or HOPE 2 project.

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CHAPTER 5

INCOME, ASSETS AND ALLOWANCES

[24 CFR Part 5, Subparts B, D & E; Part 982, subpart E]

INTRODUCTION

The Burbank Housing Authority will use the methods described in this Administrative Plan to verify and determine that applicant family income at admission and reexamination is correct. The accurate calculation of annual income and adjusted income will ensure that participants are paying the proper amount of rent under the Section 8 Program regulations. This Chapter defines the sources of income that are included and excluded as well as allowable expenses and deductions.

A. INCOME [24 CFR 5.609]

Income includes all monetary amounts that are received by all members of the applicant family and participant household. Annual income is defined as the gross amount of income anticipated to be received during the future 12-month period after program admission or an interim reexamination.~~certification or recertification~~. For annual recertification, annual income is based on the most recent 12-month period preceding recertification. The amount of annual income is used to determine whether or not applicants are within the applicable income limits, as well as determine appropriate rental portions for program participants. Gross income is the amount of income prior to any allowable expenses or deductions. Adjusted income is defined as the annual income minus any allowable expenses and deductions. Verification of annual income ~~and~~ cannot be more than 60 days old at the time of admission to the Program. Annual income includes, with respect to the family:

1. All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age.
2. Imputed returns on the net family asset based on the current passbook savings rate, for net family assets which exceed the HUD determined threshold. Imputed returns are only calculated when the actual returns from a given asset cannot be calculated,

Annual income, as defined by 24 CFR 5.609(b), does not include amounts specifically excluded below:

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1. Any imputed return on an asset when net family assets total more than the HUD determined threshold and no actual income from the net family assets can be determined.
2. The following types of trust distributions:
    i. For an irrevocable trust or a revocable excluded from the definition of net family assets:
        a. Distributions of the principal or corpus of the trust; and
        b. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
    ii. For a revocable trust under the control of the family, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned income of children under the 18 years of age.
4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.
7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
8. Income of a live-in aide, foster child, or foster adult.
9.
    i. Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and
    ii. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
        a. Student financial assistance, for the purpose of this program, means a grant or scholarship received from
            1. The Federal government
            2. A State, Tribe, or local government
            3. A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

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4. A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
5. An institution of higher education.

b. Student financial assistance does not include:
1. Any assistance that is excluded in section 9(i).
2. Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship)
3. Gifts, including gifts from family or friends; or
4. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded in section 9(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

10. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.
11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
12.
i. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
ii. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
iii. Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

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iv. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph 9(i) of this section.

13. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
14. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent currently established by HUD.
15. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent currently established by HUD.
16. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
17. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
18. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
19. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
20. Loan proceeds, under the terms of a loan agreement, received by the family or a third party.
21. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
22. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

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23. Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.
24. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
    i. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
    ii. Direct Federal or State payments intended for economic stimulus or recovery.
    iii. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
    iv. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
    v. Gifts for holidays, birthdays, or other significant life events or milestones
    vi. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
    vii. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
25. Civil rights settlements or judgments, including settlements or judgments for back pay.
26. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
27. Income earned on amounts placed in a family's Family Self Sufficiency Account.
28. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
    i. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and
    ii. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation.

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For fully excluded income, the PHA is not required to follow the verification hierarchy, document when third-party verification is not available, or report the income on the 50058. Fully excluded income is defined as income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds) [Notice PIH 2013-04]. PHAs may accept a family's signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation.

B. COMPUTATION OF ANNUAL INCOME [24 CFR 5.~~611 and 5.617~~609]

New Admissions and Interim Reexaminations

For applicants being admitted into the program and participants undergoing an interim reexamination, the BHA must estimate the income of the family for the upcoming 12-month period:

Gross annual income will be determined by combining all sources of income to derive the total income for a one-year period. The calculation method to be used for the various types of income will be calculated as follows:

Earned Income

1. Gross monthly – multiply gross monthly income by 12 pay periods.
2. Semi-monthly – multiply the gross semi-monthly income by 24 pay periods.
3. Hourly – multiply the gross hourly rate by the number of hours worked each week by 52 pay periods.
4. Weekly – multiply the gross weekly rate by 52 pay periods.
5. Bi-weekly – multiply the gross bi-weekly rate by 26 pay periods.

Income Other Than Wages

For applicant families or participant households having income other than wages, such as Temporary Aid to Needy Families, Social Security payments, SSI, disability income or pensions, the computations will be based on the gross monthly amount multiplied by 12 months.

Fluctuating Income

For applicant families or participant households that have fluctuating amounts of income over a 12-month, such as Unemployment Insurance payments or earnings from a temporary employment agency, the monthly amount will be projected for a 12-month period to determine income. If the income changes, the head of household may request a recalculation at any time to adjust their portion

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of rent.

Lump Sum Payments

Lump-sum payments caused by delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income in the same manner as bonuses. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining, such as accumulated interest, will be considered an asset. The head of household needs to report the lump sum payment within 30 calendar days from receipt of the funds and a recalculation will be performed at that time.

Annual Reexaminations

The BHA must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations.

In determining the income of the family for the previous 12-month period, the BHA must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income.

The BHA must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

De Minimis Errors

The BHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A de minimis error is an error where the BHA determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income per family.

If the BHA determines that there has been an income calculation error, the error(s) will be corrected retroactive to the effective date the action resulting in an error, regardless of the dollar amount associated with the error. Families will not be required to repay the BHA in instances where the BHA miscalculated income resulting in the family being undercharged for rent. Once the BHA becomes aware of the error, the family will be provided a 30-day notice of the increase to their rent portion.

The BHA will take corrective action to credit a family if the family was overcharged tenant rent in income determination.

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The families rent portion will be temporarily adjusted down with additional HAP going to the property owner. The BHA will send a letter to the family and the landlord prior to the change in the payments notifying them of the change and the duration of the change.

C. ASSETS [24 CFR 5.100, 5.603, 5.609]

~~Net household assets will include equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land. Personal property, such as automobiles and furniture, will be excluded.~~
~~In the case of a trust fund, the value of the trust will not be considered as an asset as long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income. When the net household assets are in excess of $5,000, the annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate.~~

Net family assets are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of investment, except as excluded.

In determining the value of net family assets, the BHA must include the value of any business or family assets disposed of by an applicant or participant for less than fair market value during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received.

Required exclusions from net family assets include the following:

1. The value of necessary items of personal property.
2. The value of all non-necessary items of personal property with a total combined value of the HUD determined threshold or less.
3. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including Individual Retirement Accounts (IRAs), employer retirement plans.
4. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located. Examples of this include but are not limited to co-ownership situations (including situations where one owner is a victim of domestic violence), where one party cannot unilaterally sell the real property; property that is tied up in litigation; inherited property in dispute.
5. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family being a person with disabilities.
6. The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986; the value of any qualified tuition program under section 529 of such Code; and the amounts in, contributions to, and distributions from

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any Achieving a Better Life Experience (ABLE) account authorized under section 529A of such code.
7. The value of any "baby bond" account created, authorized, or funded by the federal, state, or local government.
8. Interests in Indian trust land.
9. Equity in a manufactured home where the family receives assistance under 24 CFR Part 982.
10. Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR Part 982.
11. Family Self-Sufficiency accounts.
12. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.
13. The full amount of assets held in an irrevocable trust.
14. The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the applicant or participant family or household.

The BHA does not enforce the "Asset Limitation" described in Chapter 2 during interim and annual reexamination.

Asset Income

Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded.

Imputed asset income must be calculated for specific assets when three conditions are met:

1. The value of net family assets exceeds the HUD established threshold
2. The specific asset is included in net family assets; and
3. Actual asset income cannot be calculated for the specific asset.

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D. CHANGE OF INCOME

The head of a participant household must report any changes in household income within 30 calendar days of the change. The change of household income may have a direct impact on the calculation of total tenant payment. ~~The Housing Authority must have information by the 5th day of the month in order to process the change for the following month. If the household income increases, and the household does not report the change, a retroactive calculation will be made to the point in time when the changes would have taken place.~~

Decreases in Adjusted Income 24 CFR 982.516(c)(2)
The BHA must conduct an interim reexamination of family income when the BHA becomes aware that a family's annual adjusted income has changed by an amount that the BHA estimates will result in a decrease of 10 percent or more in annual adjusted income. In addition to decreases in family income, increases in deductions may produce a sufficient decrease in adjusted income to support an interim reexamination.

Increases in Adjusted Income 24 CFR 982.516(c)(3);

The BHA must conduct an interim reexamination of family income when the BHA becomes aware that the family's adjusted income has changed by an amount that the BHA estimates will result in an increase of 10 percent or more in annual adjusted income with the following exceptions:

1. The BHA **may not** consider any increases in **earned income** when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle; and
2. The BHA will not conduct an interim reexamination during the last three months of a certification period if a family reports an increase in income within three months of the next annual reexamination effective date. Families who delay reporting income increases until the last three months of their certification period may be subject to repayment.

Effective date of tenant rent changes

If the family has reported a change in family income or composition within 30 calendar days of the change, the BHA must provide the family with 30 days advance notice of any family share and family rent to owner increases, and such increases will be effective the first day of the month beginning after the end of that 30-day period. Family share and family rent to owner decreases will be effective on the first day of the first month after the date of the reported change leading to the interim reexamination of family income.

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If the family has failed to report a change in family income or composition within 30 calendar days of the change, BHA must implement any resulting family share and family rent to owner increases retroactively to the first of the month following the date of the change leading to the interim reexamination of family income. Any resulting family share and family rent to owner decrease must be implemented no later than the first rent period following completion of the reexamination.

E. INCOME CHANGES FROM WELFARE PROGRAM REQUIREMENTS

[24 CFR 5.618]

Annual income will not be reduced for purposes of calculating rental assistance payments when the reduction in welfare payments is the result of fraud or failure to comply with welfare requirements. When a household requests a rent reduction based on lower welfare payments, written verification must be obtained from the Department of Public Social Services that the reduction in benefits is not based on failure to participate in an economic self-sufficiency program or to comply with work activity requirements. Households that fall into this category will be provided the opportunity for an Informal Hearing. A recalculation of income will be performed when a reduction in benefits is the result of the following factors:

1. The expiration of a lifetime limit has been reached.
2. The participant has sought but has been unable to obtain employment.
3. The household has complied with welfare program requirements but loses welfare because of a durational time limit, such as a cap of welfare benefits for a period of no more than two years in a five-year period.

F. INCOME FROM ADDITIONAL HOUSEHOLD MEMBERS

The head of a participant household must report changes in household composition within 30 calendar days. ~~The addition of people to the household may have a direct impact on household income and the calculation of total tenant payment. Any change to the household composition will be evaluated to determine if a recalculation of assistance needs to be made.~~

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The BHA will apply a 0-percent threshold and conduct interim reexaminations when a household adds or removes household members, including family members, foster adults, foster children, and live-in aides, regardless if the change in household composition results in a decrease, increase, or no change in the family's annual adjusted income.

When conducting an interim reexamination for an increase due to the addition or removal of a household member, the BHA will not consider increases in earned income, when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle

Visitors

Any adult, not included as a member of the household, who has been in the unit more than 14 consecutive days without Burbank Housing Authority approval, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. The household will need to include this person as a member of the household for calculation of income eligibility. If the head of household denies that this person is living in the assisted unit, then the burden of proof will rest with the tenant. In the absence of such proof, the individual will be considered an unauthorized member of the household. Written statements from the landlord concerning occupancy will be considered in making the determination. If the tenant is unable to prove that the person lives at another address, then the assistance will be terminated. The participant will have the right to request an Informal Hearing before the termination date.

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Caretakers

There are situations where neither one of the parents remain in the household, due to death, illness, incarceration, or abandonment. In some cases, another adult moves into the unit to care for the minor children. In these situations, the caretaker will be considered a visitor for the first 90 days. At the end of that period, the income of the caretaker will be taken into account. As soon as the caretaker has been granted court-awarded custody or legal guardianship, the caretaker will be designated as the head of household. If the appropriate agency cannot confirm the guardianship status of the caretaker, the Housing Authority will review the status every 60 days.

Children

Minors and full-time students over 18 years of age who were a part of the household, but who now live away from home during the school year, may visit for up to 120 days per year without being considered a member of the household. These visits are subject to the approval of the landlord. In a joint custody arrangement, if the minor is in the household less than 120 days per year, the minor will be considered an eligible visitor and not a household member.

G. INCOME FROM ABSENT HOUSEHOLD MEMBERS

There are times when a member of the household leaves the unit, either temporarily or permanently. It is the responsibility of the head of household to report these changes to the Housing Authority within 30 calendar days of the absence. Depending on the type of absence, the income of the absent member may or may not be taken into consideration. An evaluation will need to be made to determine if the total household income has changed. If the income does change, a recalculation of the housing assistance payment will be made.

Temporary Absences

Any person who is absent from the household for a period of less than 90 days will still be considered part of the household. With temporary absences, the income of the person will be taken into account when determining household income and total tenant payment.

Permanent Absences

Any member of the household who leaves the assisted unit for more than 90 days will be considered permanently absent. In cases where the entire household leaves the assisted unit for more than 90 days, the assistance will be terminated.

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In order to determine that the household member is absent from the unit, the Burbank Housing Authority will try to contact the head of household by telephone; send a certified letter; send the Housing Inspector to the unit; and will verify if the utilities are still in service. If there is no response from the household, then the assistance will be terminated. Under no circumstance does HUD allow an absence for more than 180 days.

H. ALLOWANCES AND DEDUCTIONS [24 CFR 5.611]

In calculating adjusted annual income, the HUD established allowances and deductions will be subtracted from the gross annual income. The adjusted annual income is used to determine the amount of rent that the tenant will pay toward the rent.

The following list details mandatory deductions from annual income:

1) Dependent Allowance. There is an allowance ~~of $480~~ for each person under 18 years of age (other than the head or spouse); for household members who are 18 or older and are full-time students and members who are disabled.

2) Elderly/Disabled Household Allowance. There is an allowance ~~of $400~~ per household where the head or spouse is at least 62 years of age or is disabled.

3) Unreimbursed Expenses. The sum of the following unreimbursed expenses will be deducted to the extent that the sum of these expenses exceeds ~~three~~ ten percent of annual income:

    a. Unreimbursed medical expenses of any elderly or disabled household member.
    b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the household who is a person with a disability, to the extent necessary to enable any member of the household (including the member with a disability) to be employed.

The dependent and elderly/disabled allowance will be adjusted annually by HUD and may be found in Appendix A.

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4) Childcare Expenses. HUD allows any reasonable childcare expenses necessary to enable a member of the household to be employed or to further his or her education. The Burbank Housing Authority will utilize the tax code Child and Dependent Care Credit amount or the actual cost of the childcare; whichever is less per year, for children under 13.

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I. HARDSHIP EXEMPTIONS [24 CFR 5.611]

Per HUD regulation, the threshold to deduct health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses has been increased from an excess of 3 to an excess of 10 percent of annual income. The following exemptions were established to facilitate this transition.

Phased-In Relief
All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2027, will begin receiving the 24- month phased-in relief at their next annual or interim reexamination. Families who receive phased-in relief will have eligible expenses deducted that exceed 5 percent of annual income for 12 months. Twelve months after the 5 percent phase-in began, families will have eligible expenses deducted that exceed 7.5 percent of annual income for the immediately following 12 months. After the family has completed the 24 months phase-in at the lower thresholds, the family will remain at the 10 percent threshold.

General Relief
A family may request a general relief hardship exemption for health or medical care expenses, reasonable attendant care, or auxiliary apparatus expenses. To qualify, a family must demonstrate that their applicable expenses increased, or they experienced a change in circumstances that resulted in a financial hardship, that would not otherwise trigger an interim reexamination. The family must demonstrate that their applicable expenses increased or that there is a new need for qualifying medical/health, reasonable attendant care and auxiliary apparatus expenses.

The BHA must obtain third-party verification of the family's inability to pay rent or must document the reason third-party verification was not available.

If the BHA determines that a family is eligible for general relief, the family will receive a deduction for the sum of the eligible expenses that exceed 5 percent of annual income. This relief is available regardless of whether the family previously received health and medical deductions or is currently receiving, or previously received, a phased-in hardship exemption.

Hardship Exemption to Continue Child-Care Expenses Deduction
A family whose eligibility for the child-care expense deduction is ending may receive a hardship exemption to continue receiving a child-care expense. The BHA will recalculate the family's adjusted income and continue the child-care deduction if the family demonstrates to the BHA that the family is unable to pay their rent because of loss of the child-care expense deduction and the child-care expense is still necessary even though the family member is no longer working, looking for work, or furthering their education.

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The BHA will obtain third-party verification of the family's inability to pay rent or will document in the file the reason third party verification was not available. The BHA must attempt to obtain third part documentation prior to the end of the exemption period

Hardship Policy Requirements
For the purpose of general relief and childcare deduction hardship, the exemption ends when the circumstances that made the family eligible for the exemption no longer apply or after 90 days, whichever comes earlier. The family must report if the circumstances that made the family eligible for hardship exemption are no longer applicable. The BHA will not consider extension requests for this hardship exemption.

The family's adjusted income and tenant rent will be recalculated upon expiration of the hardship exemption. The BHA will provide families 30 days' notice of any increase in rent.

The BHA will promptly notify families in writing if they are approved or denied an initial hardship exemption or if hardship exemption is no longer necessary and will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable.
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CHAPTER 6

VERIFICATION PROCEDURES
[24 CFR Part 5, Subparts B, D, E and F; 982.108]

INTRODUCTION

Proper verification of information is essential to the integrity of the Section 8 Program. Factors of eligibility and total tenant payment will be confirmed by third party verification and retained in the tenant file. Written verification will be obtained from independent sources whenever possible and any deviation from this policy will need to be thoroughly documented in the tenant file. Applicants and Program participants must provide true and complete information to the Burbank Housing Authority whenever information is requested. This Chapter explains the procedures and standards for verification of preferences, income, assets, allowable deductions, citizenship or immigration status, and changes in household composition. The Burbank Housing Authority will obtain written authorization from applicants and participants before requesting information from independent sources.

A. METHODS OF VERIFICATION [24 CFR 5.233, PIH 2023 -23]

The verification methods used to confirm the accuracy of information provided by the applicant or participant will have the following order of priority:

1. HUD's Enterprise Income Verification system (EIV).
2. Non-HUD Income Verification system (EIV).
3. Third-Party Written Verification.
4. Third-Party Written Verification form.
5. Oral Third-Party Verification form.
6. Tenant Declaration form.

Verifications may not be more than 60 days old at the time that the Voucher is issued. This requirement applies to both applicants and participants.

Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security, and SSI benefits for participant families. Tenant Income Data (TID) reports will be obtained on a monthly basis. Reports will be generated as a part of the regular reexamination process. Tenant Income Data reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security, and/or SSI benefits.

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INCOME VERIFICATION TOOL (IVT)

The IVT is a tool for identifying families who may have concealed or under-reported income. When it appears that a family may have concealed or under-reported income, third party written verification of the income in question will be requested.

EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth. Program participants whose identity verification has failed will be identified as part of the annual reexamination process.

Work Number

Participating employers provide employment verification information to The Work Number to act as their official agent for issuing employment verifications.

Third Party Written Verification

Third-party written verification is used to verify information directly with the source. These verification forms must be marked with the office stamp of the independent third party or the information must be provided on their letterhead. Verifications received electronically from the information sources are considered to be third-party written verification. Computer matching reports from other agencies will be considered to be third-party written verification. Each adult member of the household will be required to sign an authorization form for the information source to release the specified information.

Third-party written verification must be an original or authentic document generated by a third-party source dated within 120 days of the date received by the BHA. For fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation.

Third-Party Oral Verification

Third-party oral verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a *Certification of Document Viewed or Person Contacted form*, noting with whom they spoke, the date of the conversation, and the facts provided. If the information was obtained by telephone, the Housing Authority must originate the call. This type of verification must be approved by a supervisor.

Review of Documents

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In the event that third-party written or oral verification is unavailable, the reason for this situation will be noted in the tenant file. At that point, the documents provided by the applicant or participant will be used as the primary source to provide complete information. This type of verification must be approved by a supervisor. All documents, excluding government checks, will be photocopied and retained in the tenant file. In cases where documents are viewed, which cannot be photocopied, staff viewing the documents will complete a *Certification of Document Viewed or Person Contacted form*. If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, staff will utilize the third-party verification.

Self-Certification/Self-Declaration

This type of verification is not to be used except in extremely unusual situations. When verification cannot be made by third-party verification or review of documents, applicants and participants will be required to submit a self-certification. The form of the self-certification must be a notarized statement of fact that is signed under penalty of perjury. This type of verification must be approved by a supervisor.

B. ITEMS TO BE VERIFIED [24 CFR 982.516]

The applicant or participant needs to provide whatever information is necessary to determine initial or ongoing eligibility for the Section 8 Program. The following list gives examples of the various items that need to be verified, however, this list is not all-inclusive.

1. All income not specifically excluded by the regulations.
2. Full-time student status, including high school students who are 18 or over.
3. Current assets, including assets disposed of for less than fair market value in preceding two years.
4. Child care expense where it allows an adult household member to be employed or to attend an educational or vocational program.
5. Total medical expenses for households whose head or spouse is elderly or disabled.
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the household which allow the disabled person or another adult household member to be employed.
7. Legal identity of all household members, including birth certificates, driver's licenses or state identification cards.
8. Disability for determination of preferences, allowances or deductions.
9. U.S. citizenship or eligible immigrant status.
10. Social Security numbers for all household members who are 6 years of age or older.
11. "Preference" status for local preferences as described in Section I of this Chapter.

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12. Familial or marital status when needed for head or spouse definition under the Non-Citizen Rule.

C. INCOME VERIFICATION [24 CFR 982.516]

This section defines the methods that will be used to verify the various types of income. Applicants and participants are required to report all sources of income at initial certification and recertification, as well as any other time during the year when there are changes.

Credit History Reports

For applicants and participants, all adult members of the household will be required to sign an authorization to allow the Burbank Housing Authority to obtain a credit history report on that individual. This report indicates the amount of monthly expenditures that the household is making and that information will be compared to the amount of reported income. If the monthly payments are more than 50% of reported income, the applicant or participant will need to provide written verification concerning their ability to pay those monthly bills.

Employment Income

The employer will need to complete a verification form that requires the following information:

1. Dates of employment,
2. Amount and frequency of pay,
3. Likelihood of change of employment status and effective date of any known salary increase during the next 12 months,
4. Year to date earnings, and
5. Estimated income from overtime, tips, bonus pay expected during next 12 months.

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer with two or more recent pay stubs which indicate the employee's gross pay, frequency of pay, and year to date earnings.
2. W-2 forms plus income tax return forms.
3. Self-certifications or income tax returns signed by the applicant or participant may be used for verifying self-employment income, or income from tips and other gratuities. This type of verification requires approval of the supervisor.

Applicants and participants may be required to sign an authorization for release of information from the Internal Revenue Service for further verification of income. Where

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doubt exists regarding income, a referral to the Internal Revenue Service for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer reports obtained electronically or in hard copy.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer printouts from unemployment office stating payment dates and amounts.
3. Payment stubs.

Temporary Aid to Needy Families (TANF) and General Relief

Acceptable methods of verification include, in this order:

1. Verification form completed by the County of Los Angeles Department of Public Social Services (DPSS).
2. Written statement from payment provider indicating the amount of grant or payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated Notice of Action form or list of recipients from the Welfare Office.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Copy of latest check and/or payment stubs from the Court Trustee.
4. Self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received. This form of verification must be approved by a supervisor.

If payments are sporadic, the applicant or participant must provide a list of actual

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payments received, otherwise the full amount that is specified in the divorce decree will be used to calculate income.

Net Income from a Business

In order to verify the net income from a business, the Housing Authority will view IRS forms and financial documents from prior years to anticipate the income for the next 12 months. Acceptable methods of verification include:

1. IRS Form 1040 or Record of Account Transcript from IRS, including:
   a. Schedule C (Small Business)
   b. Schedule E (Rental Property Income)
   c. Schedule F (Farm Income)
2. Audited financial statement(s) of the business.
3. Credit report or loan application.
4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The applicant or participant will be advised to maintain these documents in the future if they are not available.
5. Self-certification concerning the net income realized from the business during previous years. This form of verification must be approved by a supervisor.

Child Care Business

If an applicant or participant is operating a licensed day care business, income will be verified as with any other business.

Recurring Gifts/Loans

The applicant or participant must furnish a self-certification which identifies the person who provides the gifts, the value, and the regularity of the gifts.

Federal Tax Refund

If the family's net assets are greater than the HUD determined threshold, the family's federal tax refund or refundable tax credits must be verified.

Zero Income Status

Applicants or participants who claim to have no income will be required to provide verification forms to determine that income, such as Temporary Aid to Needy Families, EDD or SSI are not being received by the member.

Full-time Student Status

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Verification of full-time student status must be provided for household members who are over 18 years of age and are not the head of household or spouse. Verification includes the following:

1. Written verification from the registrar's office or other school official.
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution; and showing completion of course(s).
3. Written verification from the provider of the vocational training.

D. INCOME FROM ASSETS [24 CFR 982.516]

Acceptable methods of verification for savings account interest income and dividends will be verified in this order:

1. Written verification form completed by the financial institution or account statements generated by the financial institution.
2. Broker's statements showing the value of stocks or bonds and the earnings credited to the household.
3. IRS Form 1099 from the financial institution.

E. ASSET VERIFICATION [24 CFR 5.603]

The BHA will determine net family assets at new admission and annual reexamination by fully verifying the information reported by the family, regardless of the asset amount. The BHA will not accept self-certification of assets. Current assets need to be verified to determine the current cash value or the net amount that the household would receive if the asset were converted to cash. ~~The net value of the assets is used to determine initial eligibility.~~ The forms of verification are as follows:

1. Verification forms, letters, or documents from a financial institution or broker.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Quotes from a stock broker or realty agent as to net amount that the household would receive if the securities or real estate were liquidated.
4. Real estate appraisals.
5. Financial statements for business assets.
6. Copies of closing documents showing the selling price and disposition of proceeds.

F. VERIFICATION OF ALLOWABLE DEDUCTIONS [24 CFR 982.516]

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Child Care Expenses

Written verification from the person who receives the payments is required. The childcare provider must provide a statement of the amount charged to the household for services. Verifications must specify the childcare provider's name, address, telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. The applicant or participant must declare whether any of those payments have been or will be paid or reimbursed by outside sources. The Burbank Housing Authority will utilize the tax code Child and Dependent Care Credit amount or the actual cost of the childcare; whichever is less per year, for children under 13.

Medical Expenses

Applicants or participants who claim medical expenses or expenses to assist a person with a disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, concerning the anticipated medical costs to be incurred by the household.
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the household and the amount of medical expenses that will be paid out of pocket.
3. Written confirmation from the Social Security Administration showing the amount of the Medicare premiums to be paid by the household over the next 12 months. A computer printout will be accepted.
4. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
5. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
6. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. This approach may be used for general medical expenses, such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
7. Mileage charged at the IRS allowable rate for personal vehicles, cab fare, bus fare, or other public transit cost for transportation directly related to medical treatment.

Attendant Care

The following verifications would be required for expenses related to attendant care:

1. A doctor’s certification that an attendant is necessary as a medical expense

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and a projection of the number of hours the care is needed for calculation purposes.
2. Attendant's written confirmation of hours of care provided and the amount and frequency of payments received from the household or agency. Copies of canceled checks the household used to make those payments or stubs from the agency providing the services may be used.

Assistance to Persons with Disabilities [24 CFR 5.611(c)]

In all cases where the household is claiming a deduction based on assistance to persons with disabilities, the following verification is required:

1. Written certification from a medical doctor that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another adult household member to be employed.
2. Certification from the applicant or participant concerning the amount of reimbursement they receive for any of the expenses of disability assistance.

Auxiliary Apparatus

In cases where auxiliary apparatus is claimed as a deduction, the following verification is required:

1. Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
2. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

Health Insurance Portability and Accountability Act (HIPAA) Compliance

The BHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine of unreimbursed health and medical care expenses. The BHA may not request documentation beyond what is sufficient to determine anticipated health and medical care and/or reasonable attendant care and auxiliary apparatus costs or when a change in circumstances took place. Before placing bills and documentation in the tenant file, the BHA will redact all personally identifiable information. The BHA will comply with all federal nondiscrimination and civil rights statutes and requirements, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, Section 504, and the Americans with Disabilities Act, as applicable.
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G. VERIFICATION OF NON-FINANCIAL FACTORS [24 CFR Part 5, Subpart B]

In order to prevent Program abuse, the Burbank Housing Authority will require applicants to furnish verification of legal identity for all household members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document that is submitted is illegible or otherwise questionable, more than one of these documents may be required.

Legal Identity for Adults

1. Birth Certificate.
2. Naturalization papers.
3. Current valid driver's license.
4. U.S. military discharge (DD 214).
5. U.S. passport.

Legal Identity for Children

1. Birth certificate.
2. Hospital birth record.
3. Adoption papers.
4. Custody agreement.
5. School records.

Verification of Marital Status

Marital status verification is needed to comply with requirements under the Non-Citizen Rule. A marriage certificate would be required to prove that a non-citizen member of the household qualifies as an eligible household member based on being the spouse of the head of household.

Verification of Permanent Absence of Household Member

If an adult member, who was formerly a member of the household, is reported to be permanently absent, the Housing Authority will consider any of the following as verification:

1. Husband or wife institutes divorce or legal separation.
2. Protective Order or Restraining Order obtained by one household member against another.
3. Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
4. Statements from other agencies, such as the Department of Public Social Services, or a written statement from the landlord or manager that the adult household member is no longer living at that location.

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5. If a household member is incarcerated, a document from the Court or prison should be obtained stating how long s/he will be incarcerated.

Verification of Change in Household Composition

The Housing Authority may verify changes in household composition, which are either reported or unreported, through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7). Proof of disability may be provided by a written statement from a medical doctor on the Housing Authority approved form.

Verification of Citizenship or Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Eligible immigrants must fall into one of the categories specified by the HUD regulations and must have their status verified by Immigration and Naturalization Service. Each household member must declare his/her status. Assistance cannot be delayed, denied, or terminated while verification of status is pending. The form that must be completed is as follows:

Citizens or nationals of the United States are required to sign a declaration under penalty of perjury. Proof of citizenship is required.

Eligible immigrants, who were Section 8 participants and 62 years of age or more on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens, with eligible immigration status, must sign a declaration of status and verification consent form. They must also submit their original immigration documents which will be copied front and back. The Burbank Housing Authority will verify the status through the Systematic Alien Verification for Entitlements system provided by the Immigration and Naturalization Service. If this primary verification fails to verify status within ten days, then the Housing Authority will request a manual search.

Ineligible household members, who do not claim to be citizens or eligible immigrants, must be listed on a statement of ineligible household members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa, but their status will not

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be verified. They do not need to sign a declaration, but they will be listed on the statement of ineligible members.

Any applicant or participant household member who fails to sign the required declarations and consent forms or provide documents will be listed as an ineligible member. If the entire household fails to provide and sign as required, they may be denied participation or terminated from assistance for failure to provide required information.

Time of Verification

Verification of U.S. citizenship or eligible immigrant status occurs at the same time that the applicant is selected from the Applicant Waiting List. Any new members to the household after initial eligibility determination and any households with portable Certificates or Vouchers that move into Burbank will need to provide the appropriate information.

Extensions of Time to Provide Documents

An extension of 30 calendar days will be granted to households to submit evidence of eligible immigrant status. The notice of extension shall be in writing and will specify the dates of the extension period.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

1. Resident Alien Card (I-551).
2. Alien Registration Receipt Card (I-151).
3. Arrival-Departure Record (I-94).
4. Temporary Resident Card (I-688).
5. Employment Authorization Card (I-688B).
6. Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status for persons born outside of the United States. All documents in connection with U.S. citizenship or eligible immigrant status will be kept for five years. If the Housing Authority determines that a household member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the unit, the Section 8 assistance will be discontinued.

H. SOCIAL SECURITY NUMBER VERIFICATION [24 CFR 5.216]

Social Security numbers must be provided as a condition of eligibility for all household members, if they have been issued a number. Verification of Social Security numbers

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will be done through a Social Security card issued by the Social Security Administration. If a household member cannot produce a Social Security card, then the documents listed below showing the Social Security number may be used for verification. The household member would also be required to certify in writing that the documents submitted in lieu of the Social Security card information provided are complete and accurate:

1. A driver's license.
2. An identification card issued by a federal, state or local agency.
3. An identification card issued by a medical insurance company or provider, including Medicare and Medicaid.
4. An identification card issued by an employer or trade union.
5. An identification card issued by a medical insurance company.
6. Earnings statements or payroll stubs.
7. Bank Statements.
8. IRS Form 1099.
9. Benefit award letters from government agencies.
10. Retirement benefit letter.
11. Life insurance policies.
12. Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.
13. Verification of benefits or Social Security number from Social Security Office.

New household members, who are 6 years of age or older, will be required to produce their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in household composition is reported to the Housing Authority.

When a participant family request to add a new household member, who is under the age of six, and does not have an assigned Social Security number, the family must provide the Social Security documentation within 90 calendar days of the child being added to the household. If the family cannot provide the documentation within the allotted time frame, due to circumstances out of their control (delayed processing of Social Security numbers), the family will be granted an additional 90 days.

If an applicant or participant is able to disclose the Social Security number, but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect. Any household member will have an additional 60 calendar days to provide proof of the Social Security number. If they fail to provide this documentation, the rental assistance will be terminated.

In the case of an individual, who is at least 62 years of age, an extension may be granted for an additional 60 calendar days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the rental assistance will be terminated. If the household member states s/he has not been issued a number, then s/he will be required to sign a certification to this effect. The person will be required to

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apply for a Social Security number.

I. VERIFICATION OF PREFERENCES [24 CFR 982.207]

Residency Preference

This preference will be provided to applicants who reside in the City of Burbank or applicant families with a member who works or has been hired to work in the City of Burbank. In order to verify the address, the applicant must provide third party documentation which may include a driver's license, utility bills, school records, voter registration records, bank statements or credit reports. When residency cannot be verified based on documentation provided, the Burbank Housing Authority may conduct on-site inspections of the current, claimed residence in order to prove permanent Burbank residency.

A letter from the Burbank employer will be required to show employment or the commitment of employment for any member of the applicant family.

Homeless applicants must provide certification from the Burbank community organizations and service providers they are working with in order to verify eligibility for residence status.

Persons Displaced by Government Action

This preference will be provided to applicants who are displaced by government action of the Burbank Housing Authority or the City of Burbank. The applicant must provide the certification from the local government agency that the involuntary displacement will be caused by an activity in connection with code enforcement or a public improvement or a development program.

Veteran Preference

This preference will be provided to applicants who have a current member of the U.S. Military Armed Forces in their applicant family. Veterans and surviving spouses of veterans will also be given this preference and they must provide a U.S. military discharge (DD214) as proof of military service.

Disability Preference

This preference will be provided to applicant families with a member who has a disability. Verification of disability can be shown by receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7). Proof of disability may be provided by a written statement from a medical doctor on the Housing Authority approved form.

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Homeless Preference

This preference is for Burbank homeless individuals and families that have been working with qualified Burbank service providers. These service providers will certify that the adult applicant members meets the specific criteria for this category, and commits to providing on-going supportive services for a minimum of six (6) months after issuance of a housing voucher in order to ensure that the applicant is able to live independently. The service provider is responsible for certifying that the homeless applicant meets the requirements of the Program as outlined in this Administrative Plan.

Severely Rent-Burdened Preference

This preference will be provided to applicant families that pay more than 50% of gross annual income on rent (income as defined and described in Chapter 5 of this Plan). A rental agreement in the applicant family's name will be required, along with proof that the applicant pays the contracted rent through copies of rent receipts, cancelled checks, money order receipts, etc. for the timeframe specified on the eligibility paperwork. The information will be reviewed and a calculation for severely rent-burdened will be conducted.

Substandard Housing Preference

Families who claim to be living in an unpermitted structure must provide written verification/documentation from a government official in the course and scope of their official duties such as a code enforcement officer or building inspector. This preference may also require visual verification by Building and Safety/HQS inspection staff.

J. RELEASE OF INFORMATION [24 CFR 5.230]

Applicants or participants 18 years or older will be required to sign specific authorization forms when information is needed that is not covered by the *Authorization for Release of Information/Privacy Act Notice* (HUD 9886-A). Refusal to sign this form will result in denial of admission to the Program or termination of assistance.

The consent form remains effective until the earliest of:
1) the rendering of a final adverse decision for an assistance applicant;
2) the cessation of a participant's eligibility for assistance from HUD and the HA; or
3) The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD or the BHA.

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K. PRIVACY RIGHTS [24 CFR Part 16]

The Burbank Housing Authority is required to safeguard personally identifiable information (PII) as required by HUD and for preventing potential breaches of this sensitive data. HUD expects Public Housing Authorities, who collect, use, maintain or disseminate HUD information to protect the privacy of that information in accordance with applicable law. Applicants and participants, including all adults in the household, are required to sign the form, Authorization *for Release of Information* (HUD 9886). This document incorporates the *Federal Privacy Act Statement* and describes the conditions under which HUD will release household information. Any request for the release of information that is presented to the Burbank Housing Authority will be forwarded to the City Attorney's Office. The request will be reviewed for compliance with federal and state laws which may restrict the release of household information.

Written authorization must be on file in order for Burbank Housing Authority staff to release information to other persons besides the applicant or participant.

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CHAPTER 7

SUBSIDY STANDARDS

INTRODUCTION

The subsidy standards used in the Section 8 Program determine the amount of assistance that each eligible applicant family and participant household will receive on a monthly basis. This Chapter explains how the subsidy standards are applied and the methods of calculation that will be used to determine the amount of subsidy.

A. VOUCHER SIZE DETERMINATION

The number of bedrooms shown on the Voucher indicates the maximum subsidy that would be available to the household before any deductions. The subsidy amount increases with the number of bedrooms. The household size is the determining factor when establishing Voucher size. If the household size changes, the subsidy standard will be changed at the next annual re-examination date. The standards in this section relate to the amount of subsidy only and do not dictate the actual living arrangements of the household.

Guideline for Determining Voucher Size

Voucher Size	Household Members
1 Bedroom	1 - 2
2 Bedrooms	3 - 4
3 Bedrooms	5 - 6
4 Bedrooms	7 - 8

Changes in Household Composition

The head of household must report the names of all members of the household that are residing in the unit, including any approved live-in aide. The head of household must obtain approval from the Housing Authority before moving any additional people into the unit. The exceptions to this rule are additions to the household by birth or adoption of a child or court-awarded custody. Any increase or decrease in household members must be reported within 30 calendar days.

Changes in Bedroom Size

If the size of the household increases, and the unit does not have an adequate number of bedrooms to meet the Housing Quality Standards, the household will need to move to

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another unit. A new Voucher, in the correct bedroom size, will be issued and the household will be given up to 120 calendar days to relocate. The Housing Authority will assist the household in locating another unit by providing a current list of available apartments where the landlords will accept the Section 8 Program. If the household does not relocate to another unit within the 120 days, the Section 8 rental assistance will be terminated.

B. UNIT SIZE SELECTED [24 CFR 982.505 (c) (i)(ii)]

The payment standard is based on the number of people in the household and specifies the maximum amount of subsidy. The household may select a unit with a different number of bedrooms than what is specified on the Voucher. In those situations, the following guidelines will apply:

1. Subsidy Limitation: In the Voucher Program, the subsidy amount will be the lower of the payment standard or the payment standard amount for the number of bedrooms in the actual unit selected. In cases where the rent is lower than the payment standard, the subsidy amount will be the balance of the rent after the tenant portion is deducted.

2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the lower of the actual unit size or the voucher bedroom size.

3. Housing Quality Standards: These standards allow two persons per living or sleeping room. The following table gives the guidelines for occupancy in order to prevent overcrowding:

Bedrooms	Maximum Number of People
0	2
1	4
2	6
3	8
4	10

C. PAYMENT STANDARDS [24 CFR 982.503 (a)(b) and 982.505 (a)(b)]

A payment standard is used to calculate the monthly housing assistance for a household. The payment standard is the maximum monthly subsidy payment before any deductions. It is the policy of the Burbank Housing Authority to set the payment standard in the basic range of 90% and 110% of the fair market rent. This payment standard level will enable

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very low-income households to obtain rental units in the City which meet the affordability requirement. Each year when the fair market rent limits are published (usually in September of each year and take effect October 1st of each year), the payment standards may be adjusted accordingly.[2] The payment standards will be reviewed annually to determine whether the tenants are able to find quality units in a timely manner. Each year during the Annual Plan approval and adoption process by the Housing Authority Board, the Housing Authority Board will be presented with the payment standard for the upcoming federal fiscal year (October 1 – September 30).

Notification will be provided to Program participants at least 12 months in advance of a reduction in payment standard per HUD rules and regulations during the annual recertification process. An increase in the payment standard will be calculated at the next, regularly scheduled annual recertification for an existing participant. Furthermore, all participants of the Program will receive advance notification of any Resident Advisory Board (RAB) and Housing Authority Board meetings when a reduction in payment standard/subsidy level will be considered (increasing a participants' portion of the rent).

Small Area Fair Market Rents (SAFMRs) [24 CFR 888.113(c)(3)]

Small Area Fair Market Rents (SAFMRs) are Fair Market Rents (FMRs) calculated at the ZIP code level rather than for the entire metropolitan area. SAFMRs are designed to help families access low-poverty, high-opportunity areas by offering rental assistance that matches the local market rent, making housing in these neighborhoods more affordable for families. The Burbank Housing Authority has been designated by HUD as an SAFMR PHA and, in accordance with 24 CFR 888.113(c)(3), and was required to implement SAFMR-based payment standards no later than January 1, 2025.

SAFMRs will apply to all tenant-based vouchers in the BHA's jurisdiction, including special vouchers such as the Veterans Affairs Supportive Housing (HUD-VASH) Program, Foster Youth to Independence (FYI), and special housing types such as Single Room Occupancies (SROs).

The BHA may, without HUD approval, establish an exception payment standard of up to and including 120% of the SAFMR if required as a reasonable accommodation for a family that includes a person with a disability (or, in the case of HUD-VASH, up to 140% of the SAFMR). The BHA may request HUD approval to establish a payment standard exceeding 120% of the SAFMR (or 140% in the case of HUD-VASH), if necessary, as a reasonable accommodation for such a family.

Hold Harmless

If the amount on the payment standard schedule is decreased while the family continues to reside in the assisted unit, the payment standard in effect as of the recertification prior

2 The Housing Opportunities and Modernization Act of 2016 (HOTMA) allows PHAs to continue to use the higher payment standard (outside of the basic range as the result of a reduction in FMRs) for as long as the family continues to reside in the assisted unit.

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to the decrease will remain in place. The payment standard shall be frozen at this level until one of the following occurs:

- The payment standard is equal to or above the frozen level.
- The family moves.
- A change in household composition requires a change in payment standard at the next annual reexamination.

Increases in Payment Standard during HAP Contract

If the payment standard amount is increased during the term of the HAP contract, the BHA must use the increased payment standard amount to calculate the monthly housing assistance payment for the family beginning no later than the earliest of:

- The effective date of an increase in the gross rent that would result in an increase in the family share;
- The family's first regular or interim reexamination; or
- One year following the effective date of the increase in the payment standard amount.

PBVs

The BHA will not apply SAFMRs to the Project-Based Voucher (PBV) Program but will apply the Metropolitan Area Fair Market Rents (MAFMRs) to the PBV Program.

Exception to Payment Standard as a Reasonable Accommodation

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the Public Housing Agency or result in a “fundamental alteration” in the nature of the program or service offered. The BHA may, as an accommodation, grant a higher payment standard if the BHA determines it is necessary and reasonable to enable a person with a disability to obtain a suitable housing unit. The BHA may approve a higher payment standard up to 120% of the FMR. Requests for accommodations requiring approval of a payment standard exceeding 120% of the FMR will require HUD approval.
(See Chapter 1 for policies regarding the request for reasonable accommodations)

D. TENANT PAYMENT [24 CFR 5.628]

In the Voucher Program, the tenant payment is the difference between the rent and the Housing Authority subsidy. In cases where the rent is lower than the payment standard,

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the tenant portion is the greatest of 30% of the adjusted monthly income or 10% of gross income. The Housing Authority does not have a minimum rent amount.

E. SUBSIDY ~~AMOUNTS~~ [AMOUNTS [24 CFR 982.505]

For the Voucher Program, the subsidy is based on the payment standard for the number of household members and the size of the unit selected. The subsidy amount is equal to the lower of the payment standard minus the tenant payment or the gross rent minus the tenant payment.

In situations where special housing types are allowed for participation in the Program as a reasonable accommodation for a household with a disabled member, there are specific rules that apply to the calculation method for the amount of subsidy. These various types of subsidy are found in 24 CFR 982.604, 608, 613, 617 and 619 (Including HOTMA 2016).

F. CHANGES IN HOUSEHOLD SUBSIDY [24 CFR 982.505 (c)]

The payment standard that was used at the time that the unit was placed under Section 8 contract will remain in effect, unless the household composition changes. If the household size increases or decreases during the HAP contract term, the new family unit size may be used to determine the payment standard amount for the family immediately but no later than the family's first regular reexamination following the change in family unit size.

G. AFFORDABILITY STANDARD [24 CFR 982.508]

At the time that a household initially receives Section 8 assistance, the tenant portion of the rent cannot be higher than 40% of adjusted income for the first year of occupancy. This requirement applies to new admissions and moves.

H. UTILITY ALLOWANCES [24 CFR 982.517)]

The Housing Authority has a Schedule of Utility Allowances which shows the typical cost of utilities not included in the rent. The allowances are based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same geographical areas. Allowances are not based on an individual household's actual energy consumption. The Schedule of Utility Allowances is updated on an annual basis.

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HCV program regulations require a PHA to approve a utility allowance amount higher than shown on the PHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. (See Chapter 1 for policies regarding the request for reasonable accommodations).

I. PRORATION OF ASSISTANCE [24 CFR 5.520]

Proration of assistance must be offered to any mixed household, which includes at least one U.S. citizen or eligible immigrant, and any number of ineligible members based on immigration status. Mixed households that were participants on June 19, 1995, and who do not qualify for continued assistance at full subsidy, must be offered prorated assistance. Prorated assistance is calculated by determining the amount of assistance payable if all household members were eligible and multiplying that figure by the percent of the members who actually are eligible. The tenant payment is the gross rent minus the prorated assistance.

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CHAPTER 8

VOUCHER ISSUANCE AND BRIEFING SESSIONS

[24 CFR 982.301, 982.302]

INTRODUCTION

The procedures described in this Chapter are designed to ensure that applicants selected to participate in the Section 8 Program are given enough information and guidance to locate an acceptable housing unit. After eligibility has been determined, the applicant will be given a briefing session to explain how the Section 8 Program works. The briefing session will provide a broad description of landlord and tenant responsibilities, Program procedures, and steps to follow in finding a unit. The applicant will also receive a briefing packet which provides more detailed information about the Section 8 Program, including the portability provision. Under portability, a participant household may move to another jurisdiction with the Section 8 rental assistance.

A. VOUCHER ISSUANCE [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, Vouchers will be issued to applicants whose eligibility has been determined. The number of Vouchers issued will ensure that the Program is fully utilized.

B. BRIEFING SESSIONS [24 CFR 982.301]

A briefing session will be conducted after the applicant family has been determined to be eligible for assistance. The purpose of the briefing session is to explain the documents in the Voucher holder's packet to ensure that the head of household is fully informed about the Section 8 Program. This briefing session will prepare the tenant to discuss the Program with potential landlords and property managers. The Housing Authority staff will provide assistance whenever necessary to ensure that the tenant is successful in locating a unit.

A briefing packet will be given to the tenant which contains the following information:

1. The Voucher with the expiration date and the procedure to follow if an extension of time is needed.

2. A statement concerning rent reasonableness.

3. An explanation of the payment standards used in the Voucher Program. A sample case study will be included to illustrate how the amount of subsidy is calculated.

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4. A map of Burbank showing the boundaries of the geographical area under the jurisdiction of the Burbank Housing Authority.

5. A written statement concerning portability which explains that Burbank residents are allowed to move anywhere in the United States with their Voucher. Non-residents must move into the City of Burbank to participate in the Program. They would be required to live in Burbank for a period of one year before being allowed to move outside of Burbank.

6. A Request for Tenancy Approval form, a Rent Schedule to show the rents for other units in the same building, an IRS W-9 form and a Direct Deposit Authorization form all to be completed by the landlord.

7. Procedures for meeting the timelines for submission of the appropriate forms.

8. A sample lease to be used by the landlord and the *Addendum to the Lease* form for the landlord and tenant to sign.

9. The HUD brochure "A Good Place to Live."

10. The HUD brochure on lead-based paint.

11. Information on equal opportunity laws and a copy of the *Housing Discrimination Complaint* (HUD-903).

12. Information concerning the Southern California Housing Rights Center.

13. A list of available apartments that has been supplied by landlords who are interested in renting their units to Section 8 tenants.

14. The "Family Obligations" under the Section 8 Program as shown on the Voucher.

15. The grounds on which the Burbank Housing Authority may terminate assistance based on Program violations or failure to cooperate.

16. The Informal Hearing procedures, including the reasons why an Informal Hearing may be requested, and the procedures to request an Informal Hearing.

17. The HUD-required "tenancy addendum" that must be included in the lease.

18. A statement of the PHA policy on providing information about a family to prospective owners.

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19. An explanation of subsidy standards, including when the BHA will consider granting exceptions to the standards and when exceptions are required as a reasonable accommodation for persons with disabilities.

20. The advantages of areas that do not have a high concentration of low-income families.

21. Information on how to request a reasonable accommodation or modification including information on requesting exception payment standards as a reasonable accommodation. if the family includes a person with disabilities, the BHA is required to provide a current listing of accessible units known to the BHA and, if necessary, other assistance in locating an available accessible dwelling unit.

The printed material will be explained at the briefing session and the tenant will be encouraged to ask questions. The briefing session will emphasize the fact that the tenant has the ability to choose a unit that is geographically advantageous to be near employment, schools, medical facilities, childcare providers and any other service that may be required by the household. The tenant will be encouraged to keep in contact with the Housing Authority office to report on any difficulties that may be encountered in trying to locate a suitable unit. The BHA will also provide information regarding the reasonable accommodation process at this time.

The Burbank Housing Authority will comply with the reauthorized and amended Violence Against Women Reauthorization Act of 2022 (VAWA), which protects individuals who are survivors of domestic violence, dating violence, sexual assault and stalking, regardless of sex, sexual orientation, or gender identity from being evicted or terminated from housing assistance based on acts of such violence against them. More information in Chapter 11.

Requests to Move

An individual briefing session will be held for participants who will be issued Vouchers to move. These tenants will need to provide current income information and will need to provide a copy of the written 30-Day Notice to Move that they have given to their current landlord. A briefing session will be given to incoming and outgoing portable households.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing session, the tenant will be encouraged to locate housing that meets their individual needs. The Housing Authority does not select the location of the housing and

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leaves the freedom of choice entirely to the tenant. A map of Burbank, which shows the areas with the highest percentage of low-income residents, will be discussed. During the briefing session, the tenant will be encouraged to move outside of those areas.

D. DISCRIMINATION CLAIMS

Tenants who claim that they have been discriminated against will be encouraged to contact the Housing Authority and to report such violations. The tenants will be referred to the Southern California Housing Rights Center for counseling and investigation. The City of Burbank has a contract with this agency to handle any complaints concerning discrimination in housing. The head of household will be given the *Housing Discrimination Complaint* (HUD-903) to be filed with federal government.

E. TERM OF THE VOUCHER [24 CFR 982.303]

During the briefing session, the applicant will be issued a Voucher with a term of 60 calendar days. This document represents a contractual agreement between the Burbank Housing Authority and the tenant, which specifies the rights and responsibilities of each party.

Extensions

An eligible household may request an extension of the Voucher for an additional 60 calendar days. This request does not need to be in writing, but it must be requested prior to the expiration date of the Voucher. The head of household needs to provide an explanation of the efforts made to find a unit. The Housing Authority will assist the household in finding a suitable unit by providing updated listings of available apartments, online rental information, current listings from local newspapers, and negotiating with landlords as needed.

Suspensions

The PHA must provide for suspension of the initial or any extended term of the voucher from the date that the family submits a request for PHA approval of the tenancy (RTA) until the date the PHA notifies the family in writing whether the request has been approved or denied.

Expirations

The Voucher is valid for a total term of 120 calendar days. The household must submit a *Request for Tenancy Approval* within that period or the Voucher will expire. If the Voucher does expire, the head of household may request an Informal Review. For

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households with a person with a disability, an extension of 60 calendar days will be granted upon request as a reasonable accommodation. The Housing Authority does allow for suspensions (tolling) of time on the term of the Voucher.

F. PORTABILITY [24 CFR 982.353, 355]

Portability is the practice of Section 8 tenants being allowed to take their rental assistance with them when they move. A Program participant has a statutory right of nationwide portability to any jurisdiction where a Housing Authority is administering the Section 8 Voucher Program. The Housing Authority that issues the Voucher for the first time is called the initial Housing Authority. When the household relocates to another jurisdiction that Housing Authority is referred to as the receiving Housing Authority.

For admission to the Program, the household must be income eligible in the area where the household initially leases a unit with assistance. The receiving Housing Authority does not re-determine eligibility for a portable household that was already receiving assistance in the initial Housing Authority's Section 8 Program. However, for a portable household that was not already receiving assistance, the initial Housing Authority must determine whether the household is eligible for admission to the Receiving Housing Authority's Program.

Burbank residents will be allowed to move out of the jurisdiction during their first year on the Program if they desire. Non-residents need to live in Burbank for their first year of Program participation before being allowed to move to another jurisdiction. In order to qualify for portability, the household must be income eligible in the geographical area where the assisted unit is located.

The receiving Housing Authority must issue a Voucher to the Household. The term of the receiving Housing Authority Voucher may not expire before 30 calendar days from the expiration date of the initial PHA voucher. The receiving Housing Authority must determine whether to extend the Voucher term. The household must submit a Request for Tenancy Approval to the receiving Housing Authority during the term of the Voucher issued by the receiving Housing Authority.

Households that are moving out of Burbank will need to inform the Housing Authority of the location of the new unit. The Burbank Housing Authority will contact the receiving Housing Authority and send the agency the appropriate transfer documents. In situations where household are moving into Burbank under portability, the sending Housing Authority will need to follow the same procedure. If other Housing Authorities decide to bill the Burbank Housing Authority for tenants who moved out of Burbank, the payments will be made on a monthly basis to the appropriate Housing Authority at the same time as the other payments to landlords are made.

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G. VOUCHER ISSUANCE FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In instances where an assisted household is divided into two otherwise eligible components, due to divorce or legal separation, the tenants will need to decide which household component will receive the Voucher. A reduction in household size may require a reduction in the bedroom size shown on the Voucher.

H. REMAINING HOUSEHOLD MEMBER [24 CFR 982.315]

In cases where the head of household is no longer in the unit, the household member remaining in the unit may be entitled to continued assistance. The remaining household member must have been on the lease and must have been approved by the Burbank Housing Authority to be living in the unit before the head of household vacated. A live-in aide, by definition, is not a member of the household (although considered in household size for appropriate voucher issuance) and will not be considered a remaining member.

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CHAPTER 9

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

This Chapter describes the policies and procedures that pertain to processing the required forms to place a rental unit under the Section 8 Program. All of these procedures must be followed in the proper sequence and all documents must be executed by all parties before the first housing assistance payment is made.

A. REQUEST FOR TENANCY APPROVAL [24 CFR 982.305 (b)]

The *Request for Tenancy Approval* (RTA) is the first document that is signed when the tenant finds a suitable unit for the Program. This form must be signed by the landlord and the tenant and needs to be submitted to the Housing Authority during the period that the Voucher is valid. The information on the form will be reviewed to determine whether the unit qualifies for the Section 8 Program. The landlord must also submit a rent schedule for the other units in the building. The rent for the selected unit will be reviewed in comparison with the unassisted units. In addition, the landlord will need to provide proof of ownership, such as a grant deed or tax bill, and must sign the W-9 form for the IRS. If the property is managed by a professional property management company, a copy of the management agreement must be provided. The unit will be inspected after all of this documentation is received.

If the *Request for Tenancy Approval* cannot be approved for any reason, the landlord and the tenant will be contacted immediately. They will be advised concerning the steps that would be necessary to approve the unit. If the landlord does not want to take steps to change the circumstances, such as reducing the rent or making the repairs, then the tenant will be encouraged to look for another unit. At that time, the tenant will be given a new *Request for Tenancy Approval* form to be used elsewhere.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.352]

All typical structure types, including but not limited to single-family houses, condominiums, townhouses, multi-family apartment units and mobile homes are eligible for inclusion in the Section 8 Program. However, there are no existing mobile home parks in the City of Burbank. If at any point in the future, one such park is developed, this type of housing will be included as being eligible for participation in the Section 8 Program.

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C. SPECIAL HOUSING TYPES [24 CFR 982.601]

There are special housing types that are eligible for Section 8 assistance as a reasonable accommodation for a person with a disability. The participant must provide a certification from a medical professional that this type of housing is necessary. The following types of housing fall within this category:

Single Room Occupancy (SRO) Housing [24 CFR 982.604]

For a person residing in SRO housing, the payment standard is 75 percent of the zero-bedroom payment standard and the utility allowance is 75 percent of the zero-bedroom utility allowance.

Congregate Housing [24 CFR 982.608]

Unless there is a live-in aide, the household residing in congregate housing, the payment standard is the zero-bedroom payment standard amount. If there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard is the one-bedroom payment standard amount.

Group Home [24 CFR 982.613]

Unless there is a live-in aide, the payment standard for a person who resides in a group home is the lower of the payment standard for the household size or the pro-rata share of the payment standard for the group home size. The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Shared Housing [24 CFR 982.617]

An assisted household may live in shared housing with other assisted or unassisted residents including the owner of the residence. The payment standard is the lower of the payment standard for the household size or the pro-rata portion of the payment standard for the shared housing unit size. The utility allowance is the pro-rata portion of the utility allowance for the shared housing unit.

Cooperative Housing [24 CFR 982.619]

For this type of housing, the rent to landlord is the monthly carrying charge under the agreement between the assisted member and the cooperative. The carrying charge consists of the amount assessed to the member which covers the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. This monthly amount is subject to the rent limitations in the Section 8 Program.

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D. LEASE REVIEW [24 CFR 982.308]

The Housing Authority will provide a sample lease and will encourage the landlord to use that form. If the landlord submits a different lease, the Housing Authority may review the lease to determine if the lease complies with State and local law. The Housing Authority may decline to approve the tenancy if the Housing Authority determines that the lease does not comply with State or local law. House rules of the landlord may be attached to the lease as an addendum, provided that they do not violate any fair housing provisions and do not conflict with the *Addendum to Lease* form that is required by HUD.

E. RENT REASONABLENESS [24 CFR 982.507]

The Housing Authority will not approve a lease until it has been determined that the rent is reasonable compared to rents for unassisted units.

This determination will be made:

1. At initial lease-up,
2. Any time the landlord requests a rent increase,
3. When directed by HUD,
4. At the HAP contract anniversary if there is a 10 percent decrease in the published fair market rent (FMR) in effect 60 days before the HAP contract anniversary.

The Housing Authority may also re-determine reasonable rents at any time. The rent charged for a unit under the Section 8 Program cannot be the highest rent for that size unit in the building. Landlords will be required to provide rent schedules for all of the units in their building where the Section 8 unit is located.

The Housing Authority will maintain a Rent Comparable Reference Guide to be used to determine rent reasonableness. The items that will be included will be:

1. Number of bedrooms,
2. Square footage,
3. Quality,
4. Amenities (dishwasher, air conditioning, covered parking),
5. Age of unit,
6. Neighborhood, and
7. Unit type.

The listings in the Reference Guide will be updated annually. A point system to rate the comparability of units will be used and documented in the case file. At least three

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comparables will be used for new units (initial lease-up) and one comparable will be used when the landlord requests a rent increase.

Units considered assisted due to a rent restriction remain excluded from rent reasonableness determinations until the PHA is notified by the owner or otherwise determines that the rent restriction has expired, or the restricted rents are no longer below market.

F. INFORMATION TO LANDLORDS [24 CFR 982.307(B), 982.54 (d)(7)]

When landlords call the Burbank Housing Authority to obtain information concerning tenants, they will be told that information about tenants is not given to individuals. Landlords will be encouraged to follow their standard screening procedures to determine the suitability of Voucher holders as tenants. If a landlord needs to obtain specific information about a previous tenant who is still on the Section 8 Program, a staff person will call the tenant and request that the tenant call the landlord.

G. DISAPPROVAL OF LANDLORDS [24 CFR 982.306]

A landlord does not have a right to participate in the Section 8 Program. There are certain circumstances under which a property landlord will be disapproved for participation. These circumstances include but are not limited to:

1. HUD has informed the Burbank Housing Authority that the landlord has been disbarred, suspended, or subject to a limited denial of participation under federal regulations.

2. HUD has informed the Housing Authority that the federal government has instituted an administrative or judicial action against the landlord for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

3. HUD has informed the Housing Authority that a court or administrative agency has determined that the landlord has violated the Fair housing Act or other federal equal opportunity requirements.

4. The landlord has a conflict of interest with the Section 8 Program.

5. The landlord has violated his/her obligations under the Section 8 Program with other tenants.

6. The landlord has a history or practice of non-compliance with the Housing Quality Standards for units leased under the Section 8 Program.

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7. The landlord is verbally abusive or belligerent to any member of the Housing Authority staff.

8. The landlord threatens violence against any member of the Housing Authority staff.

9. The landlord is related to any household member as a parent, child, grandparent, grandchild, sister or brother. This restriction will be waived as a reasonable accommodation for a household that has a person with a disability.

H. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

In order to finalize the contract process, the landlord and the tenant will execute the Lease and the *Addendum to the Lease*. The landlord and the Housing Authority will execute the *Housing Assistance Payments Contract* and copies will be given to all parties. The unit must pass inspection prior to the first payment under the contract. Payments to landlords are made on the first day of the month unless the first falls on a weekend or holiday, then the payment will be made the first following business day. The term of the contract is specified on the documents as the first day of assistance. The contract continues as long as the tenant continues to receive assistance in that unit.

I. RECERTIFICATIONS [24 CFR 982.516]

The income of each participant household is required to be recertified annually. Third party verification will be obtained for income and assets. The recertification process will commence 90 days before the anniversary date of the Housing Assistance Payments Contract. Income limits are not used as a test for continued eligibility at recertification. The household remains eligible for participation as long as the tenant portion does not equal the rent.

J. RENT INCREASES

Rent increases in the Voucher Program must be given in writing to the tenant and the Housing Authority 60 days in advance. In all cases, the new rent must be considered reasonable when compared to unassisted units.

The Housing Authority will not approve a rent increase for a unit that is in failed HQS status or subject to abatement of Housing Assistance Payments.

K. CHANGE IN OWNERSHIP

The Housing Authority will process a change of ownership upon the request of the new landlord when it is accompanied by a copy of the escrow statement or a recorded grant

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deed showing the transfer of title. The new landlord must sign the W-9 form for the IRS. The Housing Authority will confirm that the Taxpayer Identification Number (TIN) matches the IRS records by ordering an online TinCheck report. All of this documentation must be complete before a payment is made to the new landlord. The recertification date for the tenant will remain the same.

L. MOVES [24 CFR 982.354]

The Program regulations allow households to move with continued assistance provided that they are in good standing with the Housing Authority. The household is informed that they should not move in the first year of a new Housing Assistance Payments Contract. However, there are situations that may necessitate the household to move.

These situations include the following circumstances:

1. The lease was terminated by mutual agreement between the landlord and the tenant.

2. The landlord has given the household a notice to vacate or has commenced an action to evict the tenant.

3. The household has given the landlord a written 30-Day Notice of Intent to Vacate and has provided a copy to the Housing Authority.

4. The lease for the old unit has termination because the Housing Authority has canceled the Housing Assistance Payments Contract for landlord breach of obligations or the unit does not pass inspection.

At the time of a move, the assistance will stop at the old unit at the end of the month in which the tenant ceases to occupy the unit. Assistance will start in the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the household moves. A move within the same building or project will be processed like any other move.

Households that owe the Burbank Housing Authority money under a Repayment Agreement must pay all monies owed in full before being allowed to move. This requirement may be waived if the inability to move would present a hardship to the tenant. Any exception to this rule would need to be approved by the Housing Administrator.

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CHAPTER 10

HOUSING QUALITY STANDARDS AND INSPECTIONS
[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards are the HUD minimum quality standards for the Section 8 Program. Units are required to meet these standards at both initial occupancy and during the term of the assistance. These standards apply to the unit, the building, and the premises. Newly leased units must pass the Housing Quality Standards inspection before the beginning date of assistance.

The Burbank Housing Authority will inspect each unit under the Section 8 Program at least once per year. Quality control inspections will be performed by a Housing staff member on at least five percent of all units under contract. This Chapter describes the procedures for performing Housing Quality Standards inspections and the time frames to be used for repairs. It also explains the responsibilities of the landlord and tenant as well as the consequences of non-compliance with the Housing Quality Standards requirements.

A. TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

Initial Inspections

At the time that the *Request for Tenancy Approval* is submitted, an initial inspection will be scheduled to be performed within five working days. The purpose of the initial inspection is to make sure that the unit meets the minimum requirements for decent, safe and sanitary housing, which are contained in the Housing Quality Standards. The requirements for the various items to be inspected are contained in the *HUD Inspection Report*. This report form is completed for all units approved for the Section 8 Program.

If a unit does not pass inspection, the landlord and tenant are notified immediately, and the landlord will be given 14 calendar days to make the repairs[3]. The landlord will be allowed to have two reinspection's to check that the repairs have been made. The maximum time period to make these repairs will be 30 calendar days. If the landlord does not make the repairs within the maximum time period, the tenant will need to find another unit. In addition, the utilities must be in service and the appliances must be present and in working order prior to the effective date of the *Housing Assistance Payments Contract*.

[3] The HQS Inspection Manual requires the Burbank Housing Authority Inspector to check for minimum standards of habitability. Using the guidance available, the inspector makes determinations as to whether or not a unit passes inspection. In recent years, bed bugs have reemerged in the United States. Inspectors will utilize the HQS Inspection Manual to determine if a bed bug infestation exists and subsequently the unit may fail the HQS inspection.

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Biennial Inspections

All units under the Section 8 Program will be inspected at least every two years. However, the Housing Authority reserves the right to inspect units more often as deemed necessary, such as units that do not pass inspection. Those units will be inspected as often as necessary, and more often than once every two years. The landlord and tenant are advised of the inspection date and they must make the unit available for inspection.

Move-Out Inspections

At the time that a tenant moves out of the unit, either the landlord or the tenant may request a move-out inspection in order to verify the condition of the unit.

Special Inspections

If at any time that the landlord or tenant notifies the Housing Authority that the unit does not meet Housing Quality Standards, a special inspection will be performed. The unit will be inspected, and the Inspector will notify the landlord and tenant of any repairs that need to be made. A special inspection may also be conducted as the result of a complaint by a responsible party, such as a property manager, that unauthorized people are living in the unit.

Quality Control Inspections [24 CFR 982.405(b)]

Each month a Housing staff member or other qualified person will conduct quality inspections of at least 5 percent of the total number of units under contract during the fiscal year. The unit sample must include only units that have been inspected within the preceding three months. The purpose of the quality control inspections is to ascertain that each inspector is conducting accurate and complete inspections. This procedure will also ensure that there is consistency among the inspectors in the application of the Housing Quality Standards. A log will be maintained to document the dates that the quality control inspections were conducted.

Time Standards for Repairs

1. Emergency items which endanger health or safety must be corrected by the landlord within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 calendar days.
3. For major repairs, time periods beyond 30 calendar days may be granted.

B. EMERGENCY REPAIR ITEMS [24 CFR 982.401(a)]

The following items are considered to be of an emergency nature and must be corrected within 24 hours of notice by the Inspector:

1. Missing doors.

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2. Waterlogged ceiling in imminent danger of falling.
3. Major plumbing leaks or flooding.
4. Natural gas leak or fumes.
5. Electrical problem which could result in shock or fire.
6. Lack of heat.
7. Utilities not in service.
8. Lack of running hot water.
9. Broken glass where someone could be injured.
10. Obstacle which prevents entrance or exit.
11. Lack of functioning toilet.

C. LEAD-BASED PAINT

The Burbank Housing Authority will notify property owners of their responsibility to remediate lead-based paint in accordance with EPA standards as outlined in CCR § 745.227. If an Inspector makes note of deteriorated (peeling, chipping, chalking, cracking or otherwise damaged) paint in a unit (during visual assessment inspections), the Inspector will notify the owner that he or she is legally required to hire an Environmental Protection Agency (EPA) certified tester to determine if lead-based paint exists; and to remediate, if necessary. Once assessment, and if required, remediation is complete, the report is required to be retained by the property owner for review at the request of the Burbank Housing Authority.

D. FAILED INSPECTIONS [24 CFR 982.405, 982.453] [24 CFR 982.404(b)]

If a unit fails to meet Housing Quality Standards, the Housing Authority will abate the rental assistance payment to the landlord. After the repairs have been made, an inspection will be conducted, and rental assistance payments will be resumed if the unit passes inspection. No retroactive payments will be made to the landlord for the period of time that the unit did not comply with the Housing Quality Standards.

E. OWNER AND FAMILY RESPONSIBILITY FOR HQS COMPLIANCE

The Housing Authority will require that owners maintain assisted units in compliance with Housing Quality Standards (HQS) at all times. A unit is considered in noncompliance when HQS deficiencies are identified during inspection, the owner is notified in writing, and the deficiencies are not corrected within the required timeframes.

- **Life-threatening** deficiencies must be corrected within 24 hours.
- **Non-life-threatening** deficiencies must be corrected within 30 days, or within a longer period approved by the BHA.

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The family is responsible for HQS deficiencies caused by the family or household members, including failure to pay family-paid utilities, failure to maintain family-supplied appliances, and conditions such as excessive clutter or poor housekeeping.

Families will be notified in writing with an appointment to come into the office for counselling if their annual inspection fails for poor housekeeping two consecutive years. If the family does not show improvement with their housekeeping habits, the Housing Authority may propose termination of the family's rental assistance for breach of HQS and violation of the program's Family Obligations.

F. DETERMINATION OF HQS NONCOMPLIANCE

A unit is considered in HQS noncompliance when:

1. HQS deficiencies are identified during inspection;
2. The owner has been notified in writing;
3. The deficiencies are not corrected within required or approved timeframes.

G. REINSPECTION AND RESUMPTION OF ASSISTANCE

Upon notification by the owner that all HQS deficiencies have been corrected, the Housing Authority will conduct a reinspection within a reasonable timeframe. If the unit passes HQS inspection within 60 days, or within a longer period approved by the Housing Authority, HAP will resume effective the date the unit is determined to be HQS compliant. No HAP will be paid for the period during which assistance was abated.

H. TERMINATION OF THE HAP CONTRACT DUE TO HQS NONCOMPLIANCE

If the owner fails to correct HQS deficiencies within 60 days of the notice of abatement, or within a longer period approved by the BHA, the BHA will terminate the HAP contract. The BHA will issue the family a voucher to relocate at least 30 days prior to the effective date of HAP contract termination.

I. RELOCATION AND VOUCHER SEARCH PERIOD

When the HAP contract is terminated due to owner-caused HQS noncompliance, the BHA will provide the family with at least 90 days to locate and lease a new unit. The BHA may grant extensions in accordance with Administrative Plan policies. Assistance may be terminated if the family is unable to lease a unit within the BHA-approved search period.

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J. NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE) [24 CFR, 5.703]

HUD is currently transitioning its HQS inspection requirements to the National Standards for the Physical Inspection of Real Estate (NSPIRE). The BHA shall comply with all NSPIRE requirements upon HUD's formal implementation mandate. Until such time, the BHA shall continue to administer inspections in accordance with the pre-NSPIRE protocols set forth in this chapter. Program participants and property owners shall be provided advance notice prior to the effective date of BHA's NSPIRE implementation.

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CHAPTER 11

DENIAL OR TERMINATION OF ASSISTANCE

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INTRODUCTION

The federal regulations dictate circumstances when assistance must be denied or terminated due to willful action or inaction by the applicant or participant household. The Burbank Housing Authority has not established any other circumstances under which such action is necessary. There is a concerted effort made to inform applicants and participants about their responsibilities and obligations under the Section 8 Program. At the initial briefing session, the requirements of the Program are discussed with the head of household and the reasons for denial or termination of assistance are explained. This Chapter also describes the situations where the Housing Authority is required to deny or terminate assistance.

VIOLENCE AGAINST WOMEN AND REAUTHORIZATION ACT OF 2022 (VAWA)

The Burbank Housing Authority will comply with the reauthorized and amended Violence Against Women Reauthorization Act of 2022 (VAWA). VAWA protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity from being evicted or terminated from housing assistance based on acts of such violence against them. Victims will need to complete any of the HUD forms that would best apply to their situation under current law, signed and submitted by the family along with written certification from a knowledgeable professional. Finally, staff will follow HUD rules and regulations when an applicant, resident, or tenant requests admission or continued residency as a result of being a self-petitioner under VAWA (non-citizen victims) and will have on file an Emergency Transfer Plan as required by HUD. HUD's Offices of Fair Housing and Equal Opportunity and General Counsel will enforce VAWA 2022 using existing Fair Housing Act complaint process. The BHA will continue to comply as regulations and policies are issued and implemented by HUD.

VAWA 2022 revises the definition of "domestic violence" and adds the definitions of "economic abuse" and technological abuse as noted in the Glossary."

A. GROUNDS FOR DENIAL OF ASSISTANCE TO APPLICANTS [24 CFR 982.552 and 982.553]

A person who applies for the Section 8 Program is considered an applicant from the time that the initial application is submitted and ends with the expiration of the Voucher or the execution of a Housing Assistance Payments Contract. Applicants will have their admission denied for any of the following as mandated by HUD and outlined in Chapter 2:

1. If any member of the applicant family fails to sign and submit the HUD or Housing Authority required consent forms for obtaining information.
2. If no member of the applicant family is a citizen of the United States or eligible immigrant.
3. If an individual in the applicant family is convicted of manufacturing or producing methamphetamine.
4. If any member of the applicant family is subject to a lifetime registration requirement under a state sex offender registration program.

In addition, applicants may have their ability to participate in the Program denied due to the following reasons:

1. The existing applicant family income at the time eligibility is reviewed exceeds the limits for the Program.

2. Any adult member of the applicant family has a conviction for drug-related or is or has been currently engaged in drug-related or criminal activity as outlined in Chapter 2 – Section F, Eligibility for Admission.

3. Any adult member of the applicant family that has a conviction for violent criminal activity as outlined in Chapter 2 – Section F, Eligibility for Admission.

4. Pursuant to the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the use of medicinal marijuana constitutes use of an illegal drug and is grounds for denial in this federally funded Program. The Burbank Housing Authority may admit an applicant family with a member that no longer uses medicinal marijuana by including the following for review:

   a. Certifies in writing that he or she is not currently engaged in the use of medicinal marijuana, and

   b. Either provides verifiable documentation from a physician of having successfully completed a supervised drug rehabilitation program since the last instance of medicinal marijuana use, or

   c. Provides verifiable documentation from a physician that he or she is no longer using medicinal marijuana.

5. Any adult member of the applicant family violates the “Family Obligations” under the Section 8 Program as listed in Section D of this Chapter.

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6. Any member of the applicant family engages in or threatens abusive or violent behavior toward Burbank Housing Authority personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial of assistance. Threatening behavior refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for denial of assistance. A detailed policy related to this item is on file with the Burbank Housing Authority Office.

B. GROUNDS FOR TERMINATION OF ASSISTANCE TO PARTICIPANTS

[24 CFR 982.552, 982.553]

A tenant is considered a participant from the time that a Housing Assistance Payments Contract is executed, and first rental assistance payment is made. Termination of assistance will occur under the following circumstances:

1. Any member of the household commits drug-related, violent or other criminal activity as described in Section C of this Chapter.

2. Any member of the household violates any one of the "Family Obligations" under the Section 8 Program as listed Section D of this Chapter.

3. The head of household breaches the terms of a Repayment Agreement with the Burbank Housing Authority to repay amounts owed.

4. The household has had a zero rental assistance payment for a period of 180 days due to the fact that the household income is so high that the tenant portion equals the rent.

5. Any member of the household engages in or threatens abusive or violent behavior toward Burbank Housing Authority personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination of assistance. Threatening behavior refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination. A detailed policy related to this item is on file with the Burbank Housing Authority Office.

6. If it is determined existing participants are using medicinal marijuana, defined by the U.S. Department of Housing and Urban Development as marijuana which, when recommended by a physician to treat a serious illness such as

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AIDS, cancer, or glaucoma is legal under California State Law, the Burbank Housing Authority will issue a warning to the participant that use of medicinal marijuana is grounds for termination of assistance.4 The Burbank Housing Authority will offer conditions on assistance to the family and the family must sign the agreement acknowledging that they understand the policy. If the family violates the terms of the Burbank Housing Authority's agreement, program assistance may be terminated.

Participants who have been convicted of manufacturing or producing methamphetamine on the premises of an assisted housing project will have their assistance terminated and will be permanently ineligible for future participation in the Section 8 Program. The Burbank Housing Authority will not deny admission to or terminate assistance under the Section 8 Program for a tenant or an immediate family member if any members of the household are victims or threatened victims of domestic violence, dating violence, sexual assault, stalking, economic abuse, or technological abuse.

If the tenant claims that the denial or termination of assistance is based upon behavior resulting from a disability, the Housing Authority will refer the matter to the ADA Coordinator for the City of Burbank. The ADA Coordinator will review the case to determine if there is an accommodation which would negate the behavior resulting from the disability. This referral will occur before any final determination is effective.

C. "ONE STRIKE" POLICY [HUD Notice PIH 96-27]

The "One Strike" Policy established by HUD is designed to emphasize the fact that federally assisted housing is intended to provide a decent, safe and sanitary place to live and raise families. Assisted housing is not meant to be a place to commit crime, to use drugs, to sell drugs or to terrorize neighbors. It is the intention of the Burbank Housing Authority to fully endorse and implement a policy which is designed to encourage a safe and drug-free community and to keep Program participants free from threats to their personal safety.

Notice of Termination of Assistance

If an adult member of the household is convicted of or engaged in drug-related, violent criminal activity or other criminal activity during the time that the household is participating in the Section 8 Program, the Housing Authority will terminate assistance. In this case, the Housing Authority will give the household a written notice that contains the following information:

4 The Quality Housing and Work Responsibility Act (QHWRA) of 1998 (42 U.S.C. 13661) prohibits the illegal use of controlled substances, including state legalized medicinal marijuana, in housing assistance programs. State laws that legalize medicinal marijuana directly conflict with requirements set forth in QHWRA and are thus subject to federal preemption.

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1. The effective date of the proposed termination,

2. The reason(s) for the proposed termination,

3. The participant's right to request an Informal Hearing to be held before the termination of assistance.

4. The date by which the written request for an Informal Hearing must be received by the Housing Authority.

The Housing Authority will simultaneously provide a written notice of the Housing Assistance Payments Contract termination to the landlord. This notice will not include any details regarding the reason for the termination of assistance.

Confidentiality of Criminal Records

The Housing Authority will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed after the purpose for which it was requested is accomplished. All criminal reports, while needed, will be housed in a locked file with access limited to Housing Authority personnel. If the household is deemed eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer necessary for such determination. If the household's assistance is denied or terminated, the criminal record information shall be shredded upon completion of the review or hearing procedures and a final decision has been made. The Housing Authority will confirm the destruction date with the City Attorney's office before any documents are destroyed. The circumstances of the criminal report and the date that the report was destroyed will be included in the case file.

D. FAMILY OBLIGATIONS [24 CFR 982.551]

In the Section 8 Program, there are certain requirements that applicants and participants must meet in order to remain eligible for Section 8 assistance. These obligations are included in the initial briefing packet and are discussed with new participants. These requirements are sent out to the participants annually at the time of recertification. The family obligations under the Section 8 Program include:

1. The household must supply any information that the Housing Authority or HUD determines is necessary in the administration of the Program, including submission of required evidence of continuing eligibility, including but not limited to citizenship or eligible immigration status (as provided by 24 CFR part 5), and any other additional information, certification, release or other documentation.

2. The household must supply any information requested by the Housing Authority or HUD for use in a regularly scheduled reexamination or interim

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reexamination of household income and composition in accordance with HUD requirements.

3. The household must disclose and verify Social Security Numbers (as provided by 24 CFR part 5, subpart B) and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 5, subpart B.

4. All information supplied by the household must be true and complete.

5. The household is responsible for any Housing Quality Standards breach caused by the household as described in 982.404(b).

6. The household must allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.

7. The household may not commit any serious or repeated violations of the lease.

8. The household must notify the landlord and, at the same time, notify the Housing Authority before moving out of the unit or terminating the lease.

9. The household must promptly give the Housing Authority a copy of any owner eviction notice.

10. The household must use the assisted unit for residence by the household. The unit must be the household's only residence.

11. The household must promptly inform the Housing Authority of the addition of any members to the household. This requirement includes additions to the household from birth, adoption or court-awarded custody of a child. The addition of adult household members will require screening for drug-related or violent criminal activity convictions.

12. The household must promptly notify the Housing Authority if any household member no longer resides in the unit.

13. If the Housing Authority has given approval, a foster child or a live-in aide may reside in the unit. If the household does not request approval or Housing Authority approval is denied, the household may not allow a foster child or live-in aide to reside with the assisted household.

14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to the primary use of the unit as a residence by members of the household.

15. The household must not sublease or let the unit.

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16. The household must not assign the lease or transfer the unit.

17. The household must supply any information or certification requested by the Housing Authority to verify that the household is living in the unit. Conversely, the household must promptly notify the Housing Authority of any household absences from the unit.

18. The household must not own or have any interest in the unit, unless authorized under the homeownership provision of the Section 8 Program or as a reasonable accommodation for a person with a disability.

19. The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with the Section 8 Program.

20. The members of the household may not engage in drug-related, violent criminal activity or other criminal activity (as outlined in Chapter 2 of this Administrative Plan) that may threaten the health, safety or right to peaceful enjoyment of the premises by other resides or person residing in the immediate vicinity.

21. The members of the household must not abuse alcohol or engage in other disruptive intimidating or abusive activity in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

22. Members of the household may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

E. HOUSING ASSISTANCE PAYMENTS CONTRACT TERMINATION [24 CFR 982.311]

The Housing Assistance Payments Contract (“Contract”) is the contract between the landlord and the Housing Authority which defines the responsibilities of both parties. The term of the Contract is the same as the term of the lease agreement between the landlord and the tenant. After the first year of participation, the lease becomes a month-to-month rental agreement. The Contract may be terminated by the Housing Authority or the landlord. The tenancy may be terminated by the tenant or the landlord.

No future subsidy payments on behalf of the household will be made after the month in which the Contract is terminated. If the household continues to occupy the unit after the Section 8 Contract is terminated, then the household will be responsible for the total amount of rent due to the landlord. If the household decides to move and is still eligible for the Program, then the assistance will be transferred to another unit.

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Any time that the Housing Authority proposes termination of the Housing Assistance Payments Contract, the participant will be given an opportunity for an Informal Hearing. The Housing Authority will give both the participant and the landlord a written 30-Day Notice of Termination. The Housing Assistance Payments Contract will be terminated in the following situations:

1. When the Housing Authority terminates assistance to the participant household.

2. When the household is required to move from a unit due to overcrowding.

3. When the unit does not pass the Housing Quality Standards inspection.

4. When there has been a zero rental assistance payment for 180 days due to the tenant portion of the rent being equal to the rent.

5. When funding is no longer available under the Annual Contributions Contract from the federal government.

F. TERMINATION OF TENANCY BY THE LANDLORD [24 CFR 982.310, 982.455]

If the landlord wishes to terminate the tenancy, the eviction procedures found in the California Civil Code must be followed. The landlord must provide the Housing Authority with a copy of the eviction notice. Housing assistance payments will continue while the tenant remains in the unit provided that the unit meets the Housing Quality Standards. By accepting the monthly payment from the Housing Authority, the landlord certifies that the tenant is still in the unit, the rent is reasonable, the unit is in good condition, and the landlord is in compliance with the Housing Assistance Payments Contract.

G. TERMINATION OF TENANCY BY THE PARTICIPANT [24 CFR 982.309(b)(2)

The participant is not a party to the Housing Assistance Payments Contract, but the Contract will terminate at such time as the household moves out of the unit. The Housing Authority cannot make housing assistance payments for the unit after the household vacates. The household cannot move out of the unit in the first year of lease unless the landlord consents.

H. PROGRAM TERMINATION FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]

Participant households without U.S. citizens or eligible immigrants are not eligible for the Section 8 Program. If a participant household becomes ineligible due to no eligible members, the Housing Assistance Payments Contract will be terminated. If any member of the household claims eligible immigrant status, but the Immigration and Naturalization

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Service (INS) primary and secondary verifications fail to document the eligible status, the household may make an appeal to the INS. Assistance may not be terminated while verification of the eligible immigration status is pending. Prior to the time that the assistance is terminated, the household will be offered an Informal Hearing.
Assistance to the household may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. In addition, assistance to a participant household may not be terminated or denied while the Housing Authority Informal Hearing is pending. However, assistance to an applicant household may be delayed pending the Housing Authority Informal Review.

INS Determination of Ineligibility

If a household member claims to be an eligible immigrant and the INS verification system and manual search do not verify the claim, the Housing Authority will notify the applicant or participant. The notice will be sent within 10 calendar days of determination to inform the household of their right to appeal to the INS within 30 calendar days. The household may also request an Informal Hearing with the Housing Authority either in lieu of or subsequent to the INS appeal. If the household appeals to the INS, they must give the Housing Authority a copy of the appeal and proof of mailing or the Housing Authority may proceed to deny or terminate assistance. The time period to request an appeal may be extended by the Housing Authority for good cause.

The written request for an Informal Hearing must be received by the Housing Authority within 30 calendar days from the date of the letter sent to the applicant or participant. If an appeal was made to the INS, then the request for Informal Hearing must be made within 30 calendar days of receipt of that notice. After receipt of the written request, an Informal Hearing will be conducted in accordance with the procedures described in Chapter 13 for participants. If the Hearing Officer decides that the individual is not eligible, and there are no other eligible household members, then the Housing Authority will deny assistance to the applicant household.

If there are eligible members in the household, the Housing Authority will offer to prorate the assistance or give the household the option to remove the ineligible members. There are other situations that pertain to the Non-Citizen Rule and involve the following actions:

1. If any household member fails to provide documentation or certification as required by the federal regulations, then that member is treated as ineligible.

2. Participants whose termination is carried out after temporary deferral may not request an Informal Hearing at time of termination because they had an

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opportunity to request one at the time of the eligibility determination.

3. Participants whose assistance is pro-rated are entitled to an Informal Hearing based on the grounds that their portion of the rent is being redetermined.

4. Households who are denied participation or are terminated from assistance for fraud in connection with the Non-Citizen Rule are entitled to an Informal Hearing.

Temporary Termination [24 CFR 5.514 (c)(1)(iii)]

If the Housing Authority determines that a household member has knowingly permitted another individual who is not eligible for assistance to reside on a permanent basis, the Housing Authority will terminate assistance for a period of 24 months. This provision does not apply if the ineligible household member was taken into consideration for proration of assistance.

I. TERMINATION OF HAP CONTRACT AND HOUSING CHOICE VOUCHERS (HCV) DUE TO INSUFFICIENT FUNDING [24 CFR 982.454]

The Housing Choice Voucher program regulations allow the Housing Authority to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the Consolidated Annual Contributions Contract (CACC) is insufficient to support continued assistance for families participating in the program.

The Housing Authority will determine whether there is sufficient funding to pay for currently assisted families. Prior to terminating any HAP contracts, the Housing Authority will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures, there is not enough funding available to provide continued assistance for current participants, the Housing Authority will terminate HAP contracts as a last resort.

Before terminating HAP contracts, the Housing Authority will notify the HUD field office and the Financial Management Center (FMC). In addition, the Housing Authority Board must approve any HAP contract terminations due to insufficient funding.

The Housing Authority will terminate HAP contracts and/or cancel HCV in the following order:

1. Cancel all outstanding vouchers issued to applicants from the waiting list.
2. Contact receiving Housing Agencies to request absorption of portable contracts.
3. Cancel all outstanding vouchers for participants who are not currently being assisted in a contracted unit.
4. Participants with zero HAP contracts.

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5. Participants residing in income-restricted units including those properties with tax credits funds, HUD funding, former redevelopment agency funding, etc.
6. Participants with disregard income. Disregard income may include:
   a. Wages from adult full-time students.
   b. Foster care payments.
   c. Adoption assistance payments.
   d. Lump sum additions to household income (Inheritances, insurance settlements, etc.).
7. Participants that are non-elderly and non-disabled households.
8. Participants that are elderly and disabled households.
9. Participants with Special Purpose Vouchers (SPVs).

Participants whose termination was the result of insufficient funding will not be automatically reinstated when funding becomes available. Terminated participants will need to reapply for the HCV program once the waiting list is open. Reapplying does not guarantee the family will be selected to participate in the HCV program. Applicants will be placed on the waitlist in accordance with the Chapter 4 of the BHA Administrative Plan.

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CHAPTER 12

REPAYMENT/RECOVERY OF OUTSTANDING DEBTS

[24CFR 982.453(b), 982.552 (v)(vii)]

INTRODUCTION

This Chapter describes the policies to be followed to recover funds that are owed by tenants and landlords to the Burbank Housing Authority. In an effort to prevent overpayments, the Burbank Housing Authority informs Program participants about the Section 8 Program rules and regulations on a regular basis. Before a debt is assessed, the participant or the landlord will be given ample opportunity to present documentation that would dispute the Housing Authority assertion that an overpayment has been made. The case file will contain written documentation concerning the cause of the overpayment and the calculations to determine the amount of the debt. The Burbank Housing Authority will use a variety of collection methods to recover debts including, but not limited to:

1. Repayment agreements
2. Collection agencies
3. Abatements
4. Reductions
5. Income tax set-off programs
6. Civil Suits
7. Credit bureaus
8. Prosecutions

A. REPAYMENTS

There are situations where participants do not report changes in household income and receive more rental assistance than they are entitled to under the Program regulations. Case Managers will meet with participants to review the overpayment calculation and participants may submit any additional documents or paperwork relevant to the situation at this time. At the conclusion of this meeting, participant will be required to sign an Overpayment and Repayment Agreement that states the participant has 60 days to begin reimbursing the Housing Authority. Failure to sign the Agreement may result in termination of assistance. If the payment is not made within the 60 day period, the rental assistance may be terminated. If an overpayment occurs in the future due to the tenant's failure to report changes, the rental assistance may be terminated based on the amount of the overpayment. A second Repayment Agreement may be offered if the second overpayment, combined with the first overpayment, is not over $10,000. Under no circumstances, however, will a participant be offered a third Repayment Agreement. In the case of a third overpayment, rental assistance will be terminated for failure to comply with Program requirements.

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B. REPAYMENT AGREEMENTS FOR PARTICIPANTS

[24 CFR 982.552(c)(1)(v)(vii)]

Tenants will be offered a Repayment Agreement to recover the amount owed. A Repayment Agreement is the document entered into between the Housing Authority and the participant who owes the debt.

This agreement will contain the following information:

1. The reason for the overpayment.
2. The total amount of the overpayment.
3. A statement that failure to make a payment may result in termination of assistance.
4. A statement that the entire overpayment must be repaid before the participant can voluntarily move to another unit.
5. A statement that the participant must report all future changes in income and that a second violation may result in termination of assistance.
6. A statement that a third violation will result in termination of assistance.
7. Remedies available to the Housing Authority upon default of the agreement.

The typical arrangement for repayment of the debt will be to offer the participant the opportunity to repay the full amount in one lump sum or to make payments in the amount of $100 per month, or other amount affordable to the participant. The monthly payments must be received by the 10th of the month in order to be considered current. The Housing Authority will not charge interest on the amount that is owed.

There are situations where a tenant, who is current in making payments, would need to move to another unit before the debt is paid in full. In these instances, the Housing Authority will approve such a move if one of the following conditions is met:

1. The household size exceeds the maximum occupancy standards.
2. The Section 8 contract is terminated due to actions of the landlord.
3. The unit is declared to be uninhabitable due to a natural disaster.

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C. LANDLORD DEBTS TO THE HOUSING AUTHORITY [24 CFR 982.453(b)]

If the Housing Authority determines that the landlord has retained a rental assistance payment that the landlord is not entitled to, the Housing Authority will request reimbursement. If the landlord refuses to pay, then the Housing Authority may deduct the amounts from future rental assistance payments for any other units owned by that landlord. If future payments are not sufficient to recover the amount owed, the Housing Authority will require the landlord to pay the amount in full before being allowed to participate in the Section 8 Program in the future.

D. CRITERIA FOR INVESTIGATION OF SUSPECTED FRAUD AND ABUSE

The Housing Authority has the expectation that participants will comply with HUD requirements, provisions of the Voucher, and other Program rules. Staff will make a diligent effort to orient and educate all households in order to avoid unintentional violations. However, the Housing Authority has a responsibility to the federal government, to the community, and to eligible households in need of housing assistance to follow up on indicators of possible fraud and abuse. Under no circumstances will the Housing Authority arbitrarily undertake an inquiry or an audit of a participant household. The Housing Authority will initiate an investigation of a participant household in the event of one or more of the following:

Referrals, Complaints, or Tips. The Housing Authority will follow up on referrals from other agencies, companies or individuals which allege that a participant is in non-compliance with or is violating Program rules. Such follow-up will be made provided that the referral contains at least one item of information that is independently verifiable. The case file will be documented concerning the allegation.

Internal File Review. A follow-up will be made if Housing Authority staff discovers that information in the case file is in conflict with previous file data. Information received from the household which contradicts previous information will be pursued.

Verification of Documentation. A follow-up will be made if the Housing Authority receives independent verification conflicts with information in the case file. These documents may include computer matching reports from other agencies.

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CHAPTER 13

COMPLAINTS AND APPEALS

INTRODUCTION

It is the duty of the Burbank Housing Authority to comply with all Section 8 Program regulations and to exercise a superior level of customer service. All complaints received by the Housing Authority will be taken seriously. There is an appeal process for both applicants and participants who disagree with an action, decision or inaction of the Housing Authority. This Chapter describes the policies, procedures and standards to be used when applicants or participants disagree with Housing Authority decisions. The procedures for Informal Reviews and Informal Hearings will be explained in this section. It is the policy of the Burbank Housing Authority to ensure that all households have the benefits and protections due to them under the law.

A. COMPLAINTS TO THE HOUSING AUTHORITY

The Housing Authority will respond promptly to complaints from applicants, participants, landlords, employees and members of the public. All complaints will be documented in the case file or in the form of a memorandum to the file. Complaints against Housing Authority staff will be referred to the Housing Specialist for initial resolution. If the Housing Specialist is unable to resolve the matter, the complaint will be forwarded to the Housing Authority Manager. If the situation still cannot be resolved, the complaint will be forwarded up the chain of command for resolution.

B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

[24 CFR 982.54(d)(12), 982.554]

When the Housing Authority determines that an applicant is ineligible for the Program, a written notification will be mailed out that specifies the reason and the procedure for requesting an Informal Review. Housing Authority decisions that require the opportunity for an Informal Review include denial of placement on the Section 8 Applicant Waiting List or denial of a claimed preference. If the Housing Authority does not issue a Voucher to an ineligible applicant or does not allow the applicant to participate in the Program after being issued a Voucher, the applicant has the right to request an Informal Review.

There are situations where applicants are not entitled to an Informal Review. Disputes concerning certain established policies and procedures of the Housing Authority, even though they are the basis for a decision to deny assistance to the applicant family, are not included in the Informal Review process.

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The decisions that are not subject to an Informal Review include:

1. Discretionary administrative determinations by the Housing Authority.
2. General policy issues or class grievances.
3. Refusal to extend a Voucher beyond the 120-calendar day maximum.
4. Disapproval of a unit to be placed on the Program.
5. Disapproval of a lease provided by a landlord.
6. Determination that a unit does not meet Housing Quality Standards, including overcrowding.

Request for Informal Review

A request for an Informal Review must be received within 14 calendar days from the date of the Housing Authority written notice of assistance denial. Requests should be in writing for proper documentation, but may be verbal.

Procedure for Informal Review

The Housing Authority Manager or his/her designee will conduct the Informal Review. Information submitted during the informal review shall be limited to the documents and information received prior to the deadline provided by the Burbank Housing Authority. New information not provided within timeframes and deadlines specified, will not be accepted during the Informal Review process. A meeting is not required for this process, however, should a meeting be requested it will be scheduled. The applicant may have an attorney or other representative present at the applicant's own expense. If the tenant requests it, the Housing Authority will have an interpreter available whenever possible.

A written notice of the results of the Informal Review will be sent to the applicant within 14 calendar days of completion of the review process. The notice shall include the decision of the Housing Authority Manager or his/her designee and an explanation of the reasons for the decision. The request for an Informal Review, the supporting documentation, and a copy of the notice of the final decision will be retained in the case file.

C. INFORMAL HEARING PROCEDURES FOR PARTICIPANTS

[24 CFR 982.555 (a-f), 982.54(d) (13)]

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Current participants of the Section 8 Program have the right to request an Informal Hearing within timeframes and deadlines specified when an action adversely affects them. The Housing Authority must provide participants with the opportunity for an Informal Hearing to consider whether Housing Authority decisions are in accordance with HUD regulations and this Administrative Plan. The following areas are subject to the Informal Hearing procedures:

1. Calculation of the household income and the computation of the housing assistance payment.

2. Appropriate utility allowance used from the established schedule.

3. Determination of the number of bedrooms shown on Voucher.

4. Determination that the household is not entitled to an exception under the subsidy standards.

5. Decision to terminate assistance due to action or failure to act by the household, including overpayments, and Housing Quality Standards violations caused by the household.

6. Decision to terminate a Contract of Participation under the Family Self-Sufficiency Program and the forfeiture of escrow account.

Participants are <u>not</u> entitled to an Informal Hearing to dispute established policies and procedures of the Housing Authority, such as:

1. Discretionary administrative determination by the Housing Authority.

2. General policy issues or class grievances.

3. Amounts shown on the Utility Allowance Schedule.

4. Refusal to extend a Voucher beyond the 120-day maximum.

5. Disapproval of a unit to be placed on the Program.

6. Disapproval of a lease provided by a landlord or disapproval of a landlord.

7. Determination that a unit does not meet Housing Quality Standards due to deficiencies that are the responsibility of the landlord.

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8. Determination that the unit is overcrowded.

9. Housing Authority determination to exercise or not exercise any right or remedy against the landlord under the Housing Assistance Payments Contract.

When the Housing Authority determines that it is necessary to propose termination of assistance, the household will be provided with a written notification that contains the following information:

1. The proposed action or decision of the Housing Authority,

2. The date the proposed action or decision will take place,

3. Citation of the regulation used as the basis for the Housing Authority decision,

4. The procedures for requesting an Informal Hearing, and

5. The time limit for requesting an Informal Hearing.

Notification of Hearing

The Housing Authority will schedule an Informal Hearing subject to the earliest availability of the Hearing Officer. A notice of hearing will be sent to the household and will contain the following information:

1. The date and time of the Informal Hearing,

2. The location where the Informal Hearing will be held,

3. The participant's right to bring evidence, witnesses, legal counsel, advocate or other designated representative at their own expense,

4. The participant's right to view any documents or evidence upon which the decision for the proposed action was based. The participant may obtain a copy of such documents prior to the Informal Hearing.

The Informal Hearing

The Informal Hearing shall be conducted by a Hearing Officer, who is a representative from the Los Angeles County Bar Association Dispute Resolution Service. The Hearing Officer will record the Informal Hearing and the audio file will be retained by the Housing Authority after the final decision is rendered. The Informal Hearing shall concern only the issues which are relevant to the Housing Authority action or decision that is being

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contested. Evidence presented at the Informal Hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. No documents may be presented which have not been provided to the other party before the Informal Hearing, if they were requested by the other party. Documents include records and regulations. At the Informal Hearing, participants have the right to:

1. Present written or oral objections to the Housing Authority's determination.

2. Examine the documents in the file which are the basis for the Housing Authority's action, and all documents submitted to the Hearing Officer.

3. Copy any relevant documents at their own expense.

4. Present any information or witnesses pertinent to the issue of the Informal Hearing.

5. Request that Housing Authority staff be available or present at the Informal Hearing to answer questions pertinent to the case.

6. Request that the Housing Authority provide an interpreter.

7. Be represented by legal counsel, advocate, or other designated representative at their own expense.

At the Informal Hearing, the Housing Authority has the right to:

1. Present evidence and any information pertinent to the issue of the Informal Hearing.
2. Be notified if the participant intends to be represented by legal counsel, advocate or another party.

3. Examine and copy any documents to be used by the participant prior to the Informal Hearing.

4. Have the Housing Authority attorney present.

5. Have staff persons or witnesses who are familiar with the case in attendance. During the Informal Hearing, the Hearing Officer may ask the household for additional information. The Hearing Officer may adjourn the Informal Hearing in order to reconvene at a later date, before reaching a final decision. Based upon the evidence and testimony provided at the Informal Hearing, the Hearing Officer will determine whether the action, inaction or decision of the Housing Authority is proper in accordance with HUD regulations and this Administrative Plan. Factual determinations relating to the individual circumstances of the

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household will be based on a preponderance of the evidence presented at the Informal Hearing. All requests for an Informal Hearing, supporting documentation, and a copy of the final decision will be retained in the case file.

A written notice of the final decision of the Hearing Officer will be provided to the Housing Authority within 30 calendar days of the date of the Informal Hearing. The participant will be given a written notice within 14 calendar days concerning this decision and that notice will contain all of the following information:

1. A clear summary of the decision and reasons for the decision.

2. The amount of monies owed, if applicable.

3. Documentation of the calculation of monies owed.

4. The date the decision goes into effect.

D. MITIGATING CIRCUMSTANCES FOR PARTICIPANTS WITH DISABILITIES

[24 CFR, 982.552(c)]

During the Informal Hearing process, participants will be informed in writing that the presence of a disability as defined in the Americans with Disabilities Act may be considered as a mitigating circumstance. An example of a mitigating circumstance would be a person with a cognitive disorder not understanding the requirement to report increases in income or the importance of making regularly scheduled payments on a Repayment Agreement. Participants who claim this mitigating circumstance will have their cases referred to the City of Burbank ADA Coordinator to engage in the interactive process as required by State and Federal laws.

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CHAPTER 14

FAMILY SELF-SUFFICIENCY PROGRAM AND SPECIAL PROVISIONS FOR USE OF TARGETED VOUCHERS

INTRODUCTION

The Family Self-Sufficiency (FSS) Program was created by the National Affordable Housing Act of 1990 and became a mandatory requirement for the receipt of Housing Choice Voucher funding in 1993. The intention of the Program is to leverage public and private sector resources to Housing Choice Voucher participants to achieve economic independence. The FSS Program offers a financial incentive to participants through the establishment of an escrow account which becomes available to the household upon successful completion of their Contract of Participation. The original purpose of the FSS Program has been incorporated in the federal welfare reform legislation of 1996 and consequently the FSS Program is gradually being phased out of the Housing Choice Voucher Programs. The information in this Chapter refers to the FSS requirements and procedures for those tenants who have chosen to participate in the FSS Program. The minimum size of the FSS Program will be reduced over time through attrition.

A. PROGRAM SIZE REQUIREMENTS [24 CFR 984.101]

Each time that the Housing Authority received additional funding from HUD during the period of October 1, 1993, through October 20, 1998, it was mandated that those units be designated as FSS Certificates or Vouchers. During that time period, the Burbank Housing Authority received 50 additional Certificates and Vouchers which made the minimum FSS Program size 50. The Housing Choice Voucher regulations have been changed to state that any FSS participants who successfully complete their Contract of Participation obligations after October 21, 1998, will reduce the minimum size of the FSS Program by that number. This process will continue until FSS is phased out completely.

B. CONTRACT OF PARTICIPATION

In order to participate in the FSS Program, the head of household must sign a Contract of Participation. By regulation, the contract of participation is considered to be concluded when the FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof. This contract may be extended if the participant needs additional time to accomplish certain goals. The FSS Case Manager and the participant develop short term and long-term goals that need to be accomplished in order to move forward in education and work experience. The Contract specifies the tenant responsibilities and the timelines to be followed. The FSS Case Manager will provide the participant with various resources and referrals concerning education and job placement. The Contract of Participation will be

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monitored annually to evaluate progress and to make modifications to short term goals if necessary. Contract of participation may be extended for good cause to include:

(i) Circumstances beyond the control of the FSS family, as determined by the PHA or owner, such as a serious illness or involuntary loss of employment;
(ii) Active pursuit of a current or additional goal that will result in furtherance of self-sufficiency during the period of the extension (e.g., completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.) as determined by the PHA or owner or
(iii) Any other circumstances that the PHA or owner determines warrants an extension, as long as the request is reasonable and the PHA or owner is consistent in its determination as to which circumstances warrant an extension.

C. ESCROW ACCOUNT

The financial incentive for participants to use the FSS Program is the escrow account. The Housing Authority establishes an escrow account for a participant at the time that there is an increase in the tenant portion of rent based on increased income from earnings. Although the tenant actually pays the increase in tenant rent to the landlord, the Housing Authority calculates the differential between the previous payment and the new payment to determine the amount that is credited to the escrow account every month. If the participant who successfully completes the goals established in the Contract of Participation and is employed full time (working a minimum of 32 hours a week), at the time of Contract completion the escrow account will be dispersed to the tenant. If the FSS participant requests an interim disbursement, the Housing Authority will review on a case-by-case basis. Any funds owed to the Housing Authority by the tenant would be deducted from the escrow amount first. If the participant does not successfully complete the goals and the Contract of Participation is terminated, the escrow account will be forfeited.

D. PORTABILITY [24 CFR 984.306]

Participants in the FSS Program may request to move under portability to another jurisdiction. The Housing Authority will approve this request provided that the landlord and tenant have mutually agreed to terminate the Housing Choice Voucher lease and contract. After the first 12 months of participation in the FSS Program, the tenant may move to another jurisdiction under portability in the same manner as other Housing Choice Voucher participants.

E. TERMINATION OF CONTRACT OF PARTICIPATION

The participant may decide at any time to terminate the FSS Contract of Participation and the Housing Authority will close out the escrow account at that time. The participant will continue to receive Housing Choice Voucher rental assistance as before. The Housing

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Authority may terminate the FSS Contract of Participation when the participant does any of the following:

1. Fails to complete the requirements of the Contract of Participation within the term.

2. Violation of obligations under the Contract of Participation.

3. Violation of Housing Choice Voucher Program requirements.

Participants who are terminated from the FSS Program have the same right to an Informal Hearing. If at any time in the future, the head of FSS household may request to participate in the FSS Program again. The Housing Authority would need to document the file to explain why it is reasonable to believe that the previous problems have been corrected and the Contract of Participation will be reinstated.

F. ACTION PLAN [24 CFR 984.201]

The following Action Plan for the Family Self-Sufficiency Program was originally prepared in 1993 and was submitted to HUD to demonstrate that the Burbank Housing Authority had the administrative capacity to implement the FSS Program. It describes the cooperative effort between the Burbank Housing Authority and the Verdugo Private Industry Council in providing supportive services to Housing Choice Voucher participants to become financially independent. The format of the Action Plan follows a series of questions that needed to be answered to demonstrate to HUD that the Burbank Housing Authority had addressed the various issues of concern. The numbered sections correspond to the listing of these items in the Federal Register, Volume 58, No. 101 that was dated May 27, 1993. The Burbank Housing Authority was approved to participate in the FSS Program and this Action Plan is incorporated in the Administrative Plan for reference.

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FAMILY SELF-SUFFICIENCY PROGRAM

ACTION PLAN

November 1993
Updated March 2015 and September 2022

1. The participants in the Family Self-Sufficiency (FSS) Program administered by the Burbank Housing Authority will be taken from the Housing Choice Voucher Programs. The demographic composition of this population will reflect the characteristics of the current Program participants. The racial and ethnic breakdown of the Housing Choice Voucher Program in 1993 was 58% White, 6% Black, 2% Asian or Pacific Islander, 33% White/Hispanic, and 1% Other. As of 2022, the racial and ethnic breakdown of the Housing Choice Voucher Programs is 81% White, 5% Black, 2% Asian or Pacific Islander, and 12% Hispanic.

2. The supportive services that are required for the FSS participants include, but are not limited to, child care, transportation, education and skills assessment, remedial education, high school diploma or equivalency preparation, college education, vocational training, job training, job preparation and counseling, substance abuse treatment and counseling, homemaking and parenting skills, household management skills, money management and budgeting, grooming skills, job development and placement, social skills, health care, nutrition, legal assistance, motivation and self-esteem counseling, time management, assistance in dealing with various government agencies and mentoring. The case management approach is practiced in order to define and address the individual needs of the participant.

3. There are adequate supportive services in the community to accommodate the needs of the 50 households participating in the FSS Program. The Verdugo Private Industry Council serves as the resource center for the various supportive services for the cities of Burbank and Glendale. Participants have graduated from the program; therefore, the required figure continues to change over the years.

4. The Verdugo Private Industry Council (VPIC) is a consortium of the cities of Burbank, Glendale and La Canada/Flintridge which serves as the entity that receives federal Job Training Partnership Act funds for the Verdugo service delivery area. The VPIC coordinates various job training and Job placement activities that relate to low income people throughout the entire service delivery area. There are a number of private businesses and public agencies that have representation on the Board of Directors for the VPIC. The following list provides the names of the organizations that have representatives as members of the Coordinating Committee for the FSS Program administered by the Burbank Housing Authority and the Glendale Housing Authority.

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a. The Department of Public social Services for the County of Los Angeles which provides cash assistance, food stamps, and medical coverage to low income families through the Aid to Families with Dependent Children Program. This agency also administers the Greater Avenues to Independence Program (GAIN).

b. The Employment Development Department of the State of California which provides Unemployment Insurance Benefits to people who have been terminated from their jobs. This office also provides job referrals.

c. Alliance for Education is a job training and job placement provider for the long term unemployed, laid off workers and low-income job seekers.

d. Burbank Adult School provides courses designed to help clients obtain high school diplomas, General Education Certificates, reading and math skills, job readiness skills, post-employment skill development, computer training, and job skills for particular positions in the work force.

e. Burbank Temporary Aid Center provides food, temporary shelter, clothing and a variety of supportive services to low income Burbank residents.

f. Verdugo Mental Health Center provides counseling and assessment for low income people with multiple barriers to employment.

g. Armenian Relief Center provides social services to clients within the VPIC service delivery area.

h. Glendale Memorial Hospital Perinatal Clinic provides a variety of services to low income pregnant women and women with children.

i. Glendale Community College provides a variety of educational opportunities for low income students who want to obtain high school diplomas, college credit, job training and job placement.

5. The Housing Authority conducts an initial interview with the head of household and will complete an initial assessment of the individual needs of that household. The head of the FSS family is designated by the participating family. The Housing Authority may make itself available to consult with families on this decision, but it is the assisted household that chooses the head of FSS family that is most suitable for their individual household circumstances. The designation or any changes by the household to the Head of FSS Family must be submitted to the Burbank Housing Authority in writing. The Voucher head of household does not need to participate as the head of the FSS family. The FSS Program is labor intensive because each household will have unique characteristics and requirements. It is the responsibility of the FSS Case Manager to determine the specific needs of the household and to

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coordinate the various programs and community resources available to assist the participant household.

6. Various public and private resources are available throughout the VPIC service delivery area and additional agencies will be contacted if necessary. If there are needs that an individual household has that are not addressed by the agencies represented on the Coordinating Committee, the FSS Case Manager will contact the appropriate agencies for referral. Private employers serve as the resource for on the job training and final career placement.

7. The implementation of the FSS Program includes outreach, tenant selection, initial assessment and creation of an individual training and service plan (ITSP) for the household's successful completion of the goals listed in the Contract of Participation. Referrals can be made to the Verdugo Assessment Center to determine the type of remedial education or job training that the participant requires. A counselor at the Assessment Center will discuss potential career paths with each applicant.

8. The delivery of services related to assessment and job training and ultimately job placement is coordinated through the Verdugo Private Industry Council subcontractors, and various other City and community training and employment programs. The provision of the support services related to child care, transportation, money management and the other related needs is coordinated by the FSS Case Manager, if the tenant requests assistance in these areas. There are a variety of public and private service providers in the Burbank and Glendale area to accommodate the varied needs of the participating households.

9. Letters that describe the FSS program are sent to current tenants on the Voucher Program according to bedroom size. All tenants in that bedroom category are to be sent letters at the same time in order to give everyone an equal opportunity to apply for participation. Requests for participation in the FSS Program are based on date and time of request. The Burbank Housing Authority does not operate other self-sufficiency programs therefore no additional families are expected to enroll. The Burbank Housing Authority does not offer selection preference for porting families.

10. At the time that the tenant signs the Contract of Participation an ITSP is developed. The COP may be modified upon mutual agreement of the Housing Authority and the FSS family. This includes modification of goals in writing with respect to the ITSPs, the contract term and designation of the head of the FSS family. Established goals on the ITSP may be revised, providing that:

    a. The revised goals are comparable to those, which were initially established.

    b. The revised goals can be accomplished within the remaining term of the COP

Various community resources will be identified that may provide assistance to the tenant. The relationship established between the Case Manager and the tenant

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carry through during the contract period and the tenant is encouraged to rely on the Case manager to assist and guide the tenant in arriving at the ultimate destination of gainful employment and severance from public assistance.

11. The Contract of Participation (COP) is described in the Administrative Plan. The COP is considered to be concluded when the FSS family has fulfilled all of its obligations under the COP, on or before the expiration of the contract term including any extensions thereof. This COP may be extended if the participant needs additional time to accomplish certain goals. The Housing Authority will require a combination of self-certification and third-party verification to document completion of ITSP goals.

12. Any Housing Choice Voucher program participant who declines participation in the FSS Program will remain on the Section 8 Program as before. There is no penalty for refusing to participate.

13. The outreach activities that the Burbank Housing Authority follows are described in the Administrative Plan.

14. Failure to cooperate with the FSS Program requirements can result in cancellation of the FSS Contract of Participation. The procedure to be followed includes giving prompt written notice to the participant concerning determinations that have been made that adversely affect the tenant. The participant will be advised that a further explanation may be requested. Additionally, the notice will advise the participant that a written request for an Informal Hearing may be submitted to the Housing Authority within 10 calendar day from the date of the notice.

    When a request for Informal Hearing is received within the proper time limits, the Hearing will be scheduled within 14 calendar days for receipt of the request. A letter of confirmation will be sent to the participant indicating the date and time for the Hearing. The Informal Hearing will be conducted in accordance to the procedures described in Chapter 13 of the Administrative Plan.

15. The Burbank Housing Authority and City of Burbank have a long-established working relationship with the Verdugo Private Industry Council. The original connection was the Summer Youth Employment and Training Program that was funded with Community Development Block Grant (CDBG) funds. The working relationship between the two agencies continues to be cooperative and productive.

    The fact that the Verdugo Private Industry Council is well-established in this service delivery area is an asset to the FSS program concept. The VPIC has an array of successful programs that have received State recognition. The Burbank Housing Authority and the Glendale Housing Authority are working cooperatively to implement the FSS Program.

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G. SPECIAL PROVISIONS FOR USE OF TARGETED VOUCHERS FOR SPECIAL NEEDS POPULATIONS

The Burbank Housing Authority may administer vouchers per HUD Guidelines, Rules and Regulations as they become available in the future. One such targeted and special use voucher program is the Permanent Supportive Housing Program "formerly Shelter Plus Care Program". The Burbank Housing Authority will oversee the administration and compliance with fiscal controls and accounting procedures of such programs.
For purposes of administering the daily program operations and functions of special needs populations, Interdepartmental Policies and Procedures will be developed and maintained.

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CHAPTER 15

ENTERPRISE INCOME VERIFICATION (EIV) SECURITY POLICY AND PROCEDURES

INTRODUCTION

The EIV system is intended to provide a single source of income-related data to PHAs for use in verifying the income reported by participants in the various assisted housing programs. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system.

A. TYPES OF UPFRONT VERIFICATION OF INCOME PROVIDED BY EIV

The EIV system compares the participant income data obtained from various sources including:

1. Participant-supplied income data captured on Form HUD-50058 and maintained in the PIC databases;

2. U.S. Department of Health and Human Services, National Directory of New Hires (NDNH) data. NDNH becomes the single source for wage, unemployment insurance benefit information, and the new hire (employment) information;

3. Social Security and Supplemental Security Income from the Social Security Administration (information formerly accessed through TASS); and

4. User profile information from the PIC database.

B. WHAT EIV PARTICIPANT DATA IS USED FOR

EIV data is the first level in the hierarchy of income verification. The EIV data may be used in the following way:

1. To verify a participant's eligibility for participation in a HUD rental assistance program and to determine the level of assistance the participant is entitled to receive;

2. No adverse action can be taken against a participant until the PHA has independently verified the EIV and the participant has been granted an opportunity to contest any adverse findings through the established grievance hearing, or other legal procedures.

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Applicability

The procedures in this document apply to all Burbank Housing Authority staff that access EIV data.

Purpose

The purpose of this document is to establish the Burbank Housing Authority's policies and procedures to assure that the practices, controls and safeguards used by Public Housing are in compliance with the Federal laws regarding the protection of this information.

Privacy Act

The data provided via the EIV system will be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy of data and data security for computer systems are covered by a variety of Federal laws and regulations. The Privacy Act of 1974 as amended, 5 U.S.C. 552 (a) is one such regulation. The full text of the Privacy Act can be accessed at http://www.usdoj.gov/fo is/privstat.htm.

Examples of Privacy Act Violations

Public Housing will not rely entirely upon staff to read and understand the Privacy Act. To ensure that staff has a complete understanding of the Privacy Act and how seemingly harmless actions may be violations, examples of Privacy Act violations will be provided during security awareness training. The following example of a security violation was explained during the HUD Satellite Broadcast introducing the EIV system:

EIV data can only be viewed by authorized PHA staff and the individual adult who the information pertains to. This means that EIV data for an adult household member in a participant family cannot be shared with another adult household member of the participant family (even the head of household) unless that family member is present or signs a waiver authorizing the other family member to view their EIV information. The Privacy Act protects the privacy of each adult family member from any unauthorized person viewing their EIV data, even another family member. However, EIV data for minor children may be viewed by the Head of Household.

C. PUBLIC HOUSING SECURITY OFFICER(S)

A Public Housing EIV Security Officer(s), is responsible for ensuring that proper technical, physical, and administrative safeguards are in place and enforced.

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The duties of the security officer are as follows:

1. Conducts quarterly reviews of all User IDs issued to determine if the users still have a valid need to access the EIV data and modifies or revokes access rights as appropriate;

2. At the request of the Director, updates the EIV Security Policy and Procedures;

3. Maintains a key control log or audits the key control log to ensure that one is properly maintained (locking file cabinets);

4. Maintains a list of users who can access the restricted areas;

5. Assures that a copy of Form HUD-9886 has been signed by each member of the household age 18 years or older and is in the household file;

6. Ensures compliance with the PHA security policies and procedures outlined in this document;

7. Communicates security information and requirements to appropriate personnel, including coordinating and conducting security awareness training sessions;

8. Ensures that any infractions of security procedures are promptly reported to Department Director for investigation and enforcement; and

9. Ensures that all EIV records and forms (i.e. signed user agreements) are kept and updated as needed.

Security Awareness Training

Security awareness training is a crucial aspect of ensuring the security of the EIV system and data. Users and potential users will be made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation.

In addition to security awareness training, the Security Officer(s) will communicate security information and requirements to appropriate personnel. Security Awareness training will be provided to each employee upon granting access to the EIV system. Thereafter, annual security awareness refresher training will be provided to each employee with EIV access.

The PH EIV Officer(s) will conduct security awareness training in the following manner:

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1. The trainer and the employee will both sign a certification that EIV security training has been provided. The training certification and a record of the training material provided at the awareness training will be kept in the PH EIV Security binder.

2. At the end of the training, each employee will also sign the EIV Rules of Behavior and User Agreement form. One copy will be given to the employee to be placed in their desk manual and one copy will be retained in the PH EIV Security binder. The forms will be updated once a year at the refresher training.

3. The PH Security Officer(s) will limit the security awareness training to security awareness and compliance issues only. Instructing staff on how to navigate in the EIV modules and how to run reports or to interpret data is the responsibility of the Supervisor or designated trainer.

4. Examples of potential Privacy Act and security violations will be provided during the training.

D. TECHNICAL SAFEGUARDS

The purpose of these technical safeguards is as follows:

1. To reduce the risk of a security violation related to the EIV system's software, network, or applications;

2. To identify and authenticate all users seeking access to the EIV system;

3. To deter and detect attempts to access the system without authorization;

4. To monitor the user activity of the EIV system;

5. Each user is required to have their own User ID and Password;

6. The User ID identifies the PHA's and tenant information that the user is authorized to access;

7. Passwords are encrypted and the password file is protected from unauthorized access;

8. The system forces all user to change their password every 21 days and limit the reuse of previous passwords;

9. After three unsuccessful attempts to log in, the User ID is locked and the user must contact the HUD System Administrator to have the password reset; and

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10. Online warning messages that inform the user of the civil and criminal penalties associated with unauthorized use of the EIV system will be displayed.

In addition, the Burbank Housing Authority will follow the following technical security requirements:

1. Public Housing will not save EIV data to a computer hard drive or any other automated information system (i.e. network drive, disk or CD);

2. Public Housing staff will not leave their computer, printer or office unattended with EIV data displayed; and

3. Public Housing staff will not log in on another user's ID.

E. ADMINISTRATIVE SAFEGUARDS

The Security Officer(s) will maintain security-related records and monitor programmatic security issues. The Security Officer(s) will adhere to the following administrative safeguards:

1. Ensure that all users who have access to EIV data have an Access Authorization form signed by the Director of Housing on file;

2. Ensure that all users who access the EIV system have a current signed Rules of Behavior and User Agreement on file;

3. Conduct quarterly reviews of all User IDs to determine if the user still has a valid need to access the EIV data; and

4. Ensure the access rights are modified or revoked as appropriate.

The Public Housing Security Officer(s) will maintain the following EIV security records and forms:

1. EIV Rules of Behavior and User Agreement Forms;

2. EIV Access Authorization Forms;

3. EIV Disposal Records List;

4. EIV Security violation information;

5. Key Control Logs for secure areas or filing cabinets;

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6. EIV Security Awareness Training Records;

7. Records of internal audits to ensure that the Form HUD-9886 has been signed by each adult member of the household and is kept in the Confidential Resident File; and

8. A record of all users who have approved access to EIV data including the date the access was granted and the date access was terminated.

F. PHYSICAL SAFEGUARDS

The purpose of physical safeguards is to provide barriers between unauthorized persons and documents containing private data.

Confidential Participant Files

All EIV data will be printed and saved in the "Confidential" participant file. Each participant file will be clearly labeled on the front cover as "Confidential". This alerts staff that this file contains EIV data that must be protected at all times when not in use.

Locking File Cabinets for Confidential Files

Even though the Burbank Housing Authority has a monitored office building, persons unauthorized to view EIV data, such as maintenance staff, janitorial staff, or temporary staff, have access to the office spaces. In office settings where any staff other than the staff responsible for the participant file or their supervisor has access to the office; all Confidential Participant Files will be kept in locking file cabinets. The cabinets will be locked whenever the responsible staff leaves the workspace.

Hard Copy Security Violations

The Burbank Housing Authority will handle EIV data in such a manner that it does not become misplaced or available to unauthorized personnel. Any marked confidential participant file will contain EIV data. Therefore the file cannot be viewed by **any personnel** that are not expressly authorized (i.e. staff in charge of that file, the supervisor of the staff in charge of the file, the security officer, or the Public Housing Internal Auditor) and who do not have both an Access Authorization Form and a Rules of Behavior and User Agreement on file with the EIV Security Officer.

Viewing the EIV information of a participant outside of a staff's caseload assignment is considered a security violation for both the staff unlawfully viewing the EIV information and for the staff that left the information unattended. Unless a supervisor has specifically authorized staff to view another staff's EIV data, this is expressly prohibited.

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Disposal of EIV Information

To reduce the risk of improper destruction of EIV hard copy data and to eliminate the need for monitoring and tracking individual destruction logs, all EIV data will become part of the "Confidential" file. As part of the confidential file, the EIV data will be secured and disposed of like all other confidential file documents which require Privacy Act protection, in accordance with Public Housing policy and procedures and records retention procedures.

Reporting Improper Disclosures

Recognition, reporting and disciplinary action in response to security violations are crucial to successfully maintaining the security and privacy of the EIV system.

Security Violations may include the following:

1. Disclosure of private data;

2. Attempts to access unauthorized data; and

3. Sharing of User IDs and passwords.

Upon discovery of a possible improper disclosure of EIV information or another security violation by a Public Housing Employee or any other person, the individual making the observation or receiving the information should contact the Security Officer(s). The PHA Security Officer(s) will document all improper disclosures in writing on a security disclosure form providing details including who was involved, what was disclosed, how the disclosure occurred, and where it occurred.

The following contacts will be made:

1. The Security Officer(s) will contact and provide the Director of Public Housing the written documentation of the security violation;

2. The Administrator or his designee will provide the HUD Field Office Public Housing Director with the written documentation; and

3. The HUD Field Office Public Housing Director upon receipt of the documentation will make a determination regarding the referral and provision of the written documentation to the Headquarters EIV Coordinator and / or EIV Security Officer(s) for further review and follow-up action.

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Safeguards Provided by the Privacy Act

The Privacy Act provides safeguards for individuals against invasion of privacy by requiring Federal agencies, except as otherwise provided by law or regulation to:

1. Permit individuals to know what records pertaining to them are collected, maintained, used or disseminated;

2. Allow individuals to prevent records pertaining to them, obtained for a particular purpose from being used or made available for another purpose without their consent;

3. Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;

4. Collect, maintain, use or disseminate personally identifiable information in a manner that ensures the information is current and accurate, and that adequate safeguards are provided to prevent misuses of such information;

5. Permit exemption from the requirements of the Act only where an important public policy need exists as determined by specific statutory authority; and

6. Be subject to a civil suit for any damages that occur as a result of action that violates any individual's rights under this Act.

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CHAPTER 16

PANDEMIC: CONTINUING OPERATIONS PLAN (COP)

INTRODUCTION

HUD recommends a PHA adopt a Continuing Operations Plan (COP) to continue service uninterrupted to the community. This chapter was developed in collaboration with the City's Emergency Operations Center (EOC) protocols. The World Health Organization (WHO) defines a pandemic as the "worldwide spread of a new disease." The COVID-19 pandemic is considered as the most crucial global health calamity of the century. A pandemic has a trickle down, chain reaction effect on all aspects of life. Since the threat to an organization's continuity of operations is high during a pandemic outbreak; it is important for the Burbank Housing Authority (BHA) to have a Continuing Operations Plan (COP) in place to ensure we can carry out our essential functions and services. While we may be forced to suspend some operations due to the severity of a pandemic outbreak, an effective COP can assist us in our efforts to remain operational, with the emphasis of maintaining our mission. The BHA has concluded that the following topics listed below are critical in our efforts to continue our essential functions and services while understanding that the safety and health of our tenants, landlords, and BHA staff is top priority.

A. TELEWORK

The purpose of telework is to support social distancing as a precautionary measure to inhibit the spread of a virus during a pandemic. The goal is to increase overall social distancing with the safety of the community in mind. When offices are temporarily closed to the public, telework allows BHA operations to continue and services to continue uninterrupted to the public. As the situation continues to evolve, staff will reassess service delivery and staffing levels following the guidance of city and local requirements.

B. MODIFYING REGULAR PROCESSES

The following processes will change during an emergency.

Housing Quality Standard (HQS) Unit Inspections

1. Annual/Biennial Inspections
    a. All annual/biennial inspections will be conducted over the phone with the tenant (or family representative) and/or the landlord.
2. Initial Inspections
    a. BHA staff will conduct initial inspections if the unit is vacant. Staff will wear personal protective equipment such as a mask, gloves, and shoe covers. Staff will ask the tenant, building manager or landlord to refrain from

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coming into the unit during the inspection. Tenant, building manager or landlord must wait outside of the unit to follow social distancing requirements.

b. If the unit is not vacant, the BHA will request a self-certification from the landlord to see if the unit passes HQS. BHA will confirm once inspections resume. This third-party verification will be documented in Housing Pro.

3. 24-Hour Emergency Inspections
    a. Emergency repairs for items which endanger health or safety must be corrected by the landlord within 24 hours of notification.
4. Quality Control (QC) Supervisory Inspections
    a. QC inspections will be cancelled until it is deemed by local officials to resume site visits.
5. If deficiencies are found in any type of inspection, the tenant and landlord will be sent a fail letter by United States Postal Service (USPS), mail, email, fax, Assistance Check or a phone call to the landlord will be made. Re-inspections will be conducted over the phone with the tenant, building manager or landlord. This third-party verification will be documented in Housing Pro.

ANNUAL RECERTIFICATIONS

1. Staff will continue to mail out recertification paperwork via USPS mail, email, fax, and Assistance Check.
2. Tenants may return documents via USPS mail, email, fax, Assistance Check, and through a drop box, as noted in Section C, below.
3. In addition to the normal process outlined in Chapter 6, case managers will utilize the following methods to complete a recertification:
    a. Documents submitted; whether complete or incomplete
    b. Income certifications older than 120 days, as a last resort. If applicable, staff will document as to why we do not have access to current verifications (i.e. COVID-19)
    c. All recertifications will be completed with information provided and collected. If the paperwork is not complete, case managers may utilize information from prior recertification.
    d. Self-certification for income and document completion over the phone. This can be performed as a last resort.

RECALCULATIONS

1. All recalculations (recalcs) will be completed in a timely manner to benefit the tenant as soon as possible. For example, the tenant or household member loses his/her job, hours are decreased, change in family composition, etc., this recalc will be a priority file. The effective date is dependent upon the timeframe when the information is submitted to the case manager. If the following month's Housing Assistance Payments (HAP) have already been processed, the change will take effect the first of the following month.

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2. The additional verification methods noted under Annual Recertifications will be utilized for recalcs.

PORT-IN FILES (HOUSEHOLDS MOVING TO THE CITY)

1. No in-person interviews with the tenant will be conducted. Phone interviews will be conducted once the portable file is received.
2. Staff will mail (USPS), email or fax all documents to be completed, signed and returned.
3. Initial inspection and other inspections will follow HQS Unit Inspections as outlined in this chapter.

REASONABLE ACCOMMODATION REQUESTS

No changes at this time.

PIC SUBMISSION

No changes at this time.

VMS SUBMISSION

No changes at this time.

SEMAP

The Section Eight Management Assessment Program (SEMAP) measures the performance of the public housing agencies (PHAs) that administer the Housing Choice Voucher program in 14 key areas. SEMAP helps HUD target monitoring and assistance to PHA programs that need the most improvement. During the COVID-19 pandemic, HUD will utilize the last SEMAP score for the BHA.
During an emergency, HUD may suspend regular SEMAP monitoring. The BHA will monitor HUD information and utilize waivers and flexibilities as provided.

EMERGENCY FUNDING

Emergency funding allocated to the BHA will follow expenditure rules and regulations noted with the fund award, including all monitoring and reporting requirements.

INCOME EXCLUSIONS

1. Stimulus Payments

   During a pandemic, certain income, such as, payments and benefits will be considered as excluded income. Pursuant to 24 CFR 5.609(c)(9), annual income does not include temporary, nonrecurring, or sporadic income. As distributed to

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individuals and families during the COVID-19 pandemic, therefore, any stimulus payments would be excluded from annual income, as they are temporary, non-recurring payments.

2. Regular Unemployment Benefits

   Regular unemployment benefits will continue to be considered income.

3. Pandemic Unemployment Assistance (PUA)

   PUA expands the qualification of unemployment insurance (UI) for people that are self-employed, work part-time, or who would otherwise not qualify for regular UI. PHAs shall include PUA in the income calculation, as it mirrors the regular UI benefit, which is included in income under 24 CFR 5.609(b)(5).

4. Federal Pandemic Unemployment Compensation (FPUC)

   FPUC provides a specific amount for a certain amount of time as an enhanced unemployment benefit. PHAs shall exclude this benefit because these payments are temporary and likely non-recurring.

5. Pandemic Emergency Unemployment Compensation (PEUC)

   PEUC allows regular unemployment compensation to receive up to 13 weeks of additional benefits (this extends regular UI from 26 weeks to 39 weeks in total). PHAs shall include PEUC in the income calculation, as it is simply an extension of regular UI benefits.

C. DROP BOX

The BHA has installed an interior drop-box for all paperwork to be submitted to our office without any physical contact. The interior drop-box will be available during normal office hours or specific times during the day.

D. ESSENTIAL SERVICES AND EMPLOYEES

Essential services are the services and functions that are necessary, even during a pandemic. They maintain the health and welfare of the municipality. Without these services, sickness, poverty, violence, and chaos would likely result. Housing Authority staff are essential employees and required personnel to maintain essential services, including the Housing Choice Voucher Program.

E. BUILDING CLOSURE

During a pandemic, the BHA office may be closed to the public for in-person service, following local city, county, and state orders. This decision protects the service

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population, many of them who are elderly and people with underlying medical conditions, as well as our employees. However, BHA staff will continue to serve participants and the general public via phone, USPS mail, email, fax, and Assistance Check. In the event of a building closure, the public will be notified via the city's public information office including the City website and social media outlets.

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CHAPTER 17

EMERGENCY HOUSING VOUCHERS (EHV)

INTRODUCTION

The Emergency Housing Voucher (EHV) program is available through the American Rescue Plan Act (ARPA), which was signed into law on March 11, 2021. Through EHV, HUD is providing approximately 70,000 housing choice vouchers to local Public Housing Agencies (PHAs) to assist individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of house instability. Locally, HUD has provided a total of 67 vouchers distributed to the Burbank Housing Authority (BHA).

This chapter will outline the policies and procedures for the EHV program and if not noted here, the HUD issued Notice PIH 2021-15 will apply.

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs. Therefore, participants of the EHV programs are subject to the same basic family obligations, termination procedures, hearings etc. as set in the HCV Administrative Plan. Where there is a conflict between regulations outlined in the HCV Administrative Plan and the EHV Program regulations, the EHV program regulations will prevail.

A. QUALIFYING CATEGORIES FOR ELIGIBILITY

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

1. Homeless
2. At risk of homelessness
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
4. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

In general, the verification conducted that the individual or family meets one of these four eligibility categories is steered by the Continuum of Care (CoC) or another partnering agency that makes direct referrals to the BHA. The CoC or other direct referral partner must provide supporting documentation to the BHA verifying that the family meets one of the four eligible categories for EHV assistance.

The CoC must establish and implement a system to identify EHV-eligible individuals and families within the agency's caseload and make referrals to the BHA. The CoC must certify that the EHV applicants they refer to the BHA meet at least one of the four EHV eligibility criteria. The CoC adopted an Interim Prioritization and Matching for Permanent

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Housing through HUD's Emergency Housing Voucher Program dated June 23, 2021. This document can be viewed at www.LAHSA/EHV.

B. VOUCHER ISSUANCE

In general, EHV families are issued EHVs as the result of either:

1. The direct referral process from the CoC Coordinated Entry System (CES) and/or other partnering organizations, or
2. A situation where the BHA makes an EHV available in order to facilitate an emergency transfer in accordance with the Violence Against Women Act (VAWA) as outlined in the BHA's Emergency Transfer Plan.

C. REFERRALS

The BHA must also take direct referrals from outside the CoC CES if:

1. The CES does not have a sufficient number of eligible families to refer to the BHA, or
2. The CES does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

If at any time the BHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC CES or other partner referral agencies (or the BHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the BHA on a temporary or permanent basis to take EHV applications directly from EHV applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

D. PREVAILING REGULATIONS

1. Requires partnership with the Coordinated Entry System (CES) for direct referrals.
    a. Direct referrals for EHV's are not added to the regular HCV waiting list. A separate waiting list for EHV referrals/applicants shall be established.
    b. Local preference for the Housing Choice Voucher (HCV) program is not applicable to EHV vouchers.

2. Self-certification of income may be accepted as the highest form of income verification at admission.
    a. This income will be verified within 90 days through the EIV system. Discrepancies in reported income can lead to adjustments of Tenant

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portions of rent, repayments to the Housing Authority, and/or termination from the program.

3. Applicants may provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the BHA's request. For example, a Supplemental Security Income (SSI) benefit letter that was issued in November 2020 to represent the applicant's benefit amount for 2021 and was provided to the PHA in September 2021 would be an acceptable form of income verification.

4. Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the BHA must review reports to confirm/validate family-reported income within 90 days through the EIV System.

5. Self-Certification of social security number or eligible noncitizen status can be accepted at admission. Verification must be obtained within 180 days of voucher issuance.

6. Self-Certification of date of birth and disability status can be accepted at admission. Verification must be obtained within 90 days of voucher issuance.

E. MANDATORY PROHIBITIONS

1. The BHA must prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.
2. The BHA must prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program to EHV applicants.

F. PERMISSIBLE PROHIBITIONS

Before denying an EHV applicant, the BHA may consult with the CoC on the following permissive grounds, and may take the CoC's recommendation into consideration.

1. If the BHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
    a. Violent criminal activity.
    b. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.

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2. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
3. If the family engaged in or threatened abusive or violent behavior toward the BHA personnel within the previous 12 months.

G. ADMINISTRATIVE FEES AND FUNDING FOR OTHER ELIGIBLE EXPENSES

The BHA will maintain separate financial records from its regular HCV funding for all EHV funding, both HAP and administrative fee amounts.

Ongoing administrative fees

EHV ongoing administrative fees may be used for any eligible administrative expenses related to the EHVs. These fees may also be used to pay for any of the eligible activities under the EHV services fee.

Services Fee

One-time service fees support efforts in implementing and operating an effective EHV services program that will best address the needs of EHV eligible individuals and families in its jurisdiction. The BHA will determine eligible uses of service fees to assist families to successfully lease units with the EHVs. The BHA may limit the amount of assistance for any of the eligible uses or place other restrictions on those uses. However, the services fee funding must be initially used for these defined eligible uses and not for other administrative expenses of the EHV. Service fee funding may never be used for the HCV program.

If service fee funding is available, the BHA may consider these eligible uses:

1. Application Fees/non-refundable administrative or processing fee. The BHA may provide assistance with these expenses. Application fees will be paid directly to the owner.
2. Security deposit assistance. The BHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner.

   The BHA may choose to pay the security deposit assistance directly to the owner or may pay the assistance to the family, provided the BHA verifies the family paid the security deposit. The BHA may place conditions on the security deposit assistance, such as requiring the owner or family to return the security deposit assistance to the BHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease). Security deposit assistance

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returned to the BHA must be used for either services fee eligible uses or other EHV administrative costs.

3. Utility deposit assistance/utility arrears. The BHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The BHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided the BHA verifies the family paid the utility deposit. The BHA may place conditions on the utility deposit assistance, such as requiring the utility supplier or family to return the utility.

4. Essential housing items. The BHA may assist the family with some or all of the costs of acquiring essential household items such as but not limited to: Refrigerator, washer/dryer, tableware, bedding, etc.

5. Owner-related uses. The BHA may design the owner incentive payment to meet the specific needs of the eligible EHV individual or family.
    - Owner incentive payments may not exceed one month Fair Market Rent.
    - Owner incentive payments, such as holding fees or signing bonuses, are not required to be returned to the BHA.

6. Other eligible uses. To be determined by the BHA Housing Manager to best address the leasing challenges faced by EHV eligible families. Eligible activities of the EHV service fee are outlined in PIH 2023-23

H. WAITLIST PROCESS

The BHA will inform families on the HCV waiting list of the availability of the EHV program by posting on the City of Burbank's website and Assistance Connect. In addition, a letter will be mailed out to the families on the HCV waiting list with a homeless preference explaining the EHV Program. Families must contact the CoC or an applicable partnering referral agency if they believe they may be eligible for EHV assistance. The CoC or partnering referral agency will determine if the family is eligible for an EHV. A separate waiting list will be maintained for the EHV referrals/applicants that are eligible, however, a voucher is not available. The EHV Waiting List is based on eligible applicants/referrals from the CoC as required by HUD, and not applications of the general public.

Preferences

With the exception of a residency preference, the BHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for EHVs. The BHA may, however, choose to not establish any local preferences for the EHV waiting list.

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For purposes of this Program, the BHA and Los Angeles Homeless Services Authority (LAHSA) have chosen to give local preference to the EHVs waiting list, as follows:

1. BHA may accept referrals directly from service providers within the City of Burbank of individuals who are eligible for the EHV program under the category "*Individuals and families experiencing homelessness who are survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined under Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), the Violence Against Women Act (VAWA) and Trafficking Victims Protection Act (TVPA).*" Such referrals shall be given first priority among eligible participants in the EHV Program.
2. Persons or households who are enrolled in CES who are enrolled in a time limited subsidy/interim local program within the City of Burbank, Glendale, North Hollywood, or Pacoima.
3. Persons or households who are enrolled in CES whose "field geolocation" or "community of origin" is within the City of Burbank, or who are enrolled in a local shelter or interim housing program within the City of Burbank or Project Room Key / Project Home Key.
4. Persons or households who are enrolled in CES whose "field geolocation" or "community of origin" is within the City of Glendale or communities of North Hollywood or Pacoima.
5. Moving On – Individuals only. As part of HUD's strategic priority to end homelessness, HACB will implement Moving On strategies for clients in permanent supportive housing (PSH) who may no longer need or want the intensive services offered in PSH but continue to need assistance to maintain their housing.
6. Prioritization of persons experiencing street homelessness, and a history of homelessness.
7. At- risk of becoming homeless and meeting one of the following conditions (**This group is to be prioritized when referrals from the above prioritized populations have been exhausted**):
    a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for assistance;
    b. Is living in the home of another because of economic hardship;
    c. Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
    d. Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals;
    e. Lives in a single room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than one and a half persons per room.

Applications of applicants that meet the requirements of the qualifying categories will be placed on the EHV Waiting List in order of date and time.

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I. FAMILY ELIGIBILITY

Social Security Number and Citizenship Status Verification

For the EHV program, the BHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. Instead, the BHA may adopt policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the BHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

Age and Disability Verification

If self-certification is used, the BHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

The BHA will accept self-certification of date of birth and disability status if a higher form of verification is not immediately available. The certification must be made in a format acceptable to the BHA and must be signed by the family member whose information or status is being verified. If self-certification is accepted, within 90 days of admission, the BHA will verify the information in EIV or through other third-party verification if the information is not available in EIV. The BHA will note the family's file that self- certification was used as initial verification and include an EIV printout or other third- party verification confirming the applicant's date of birth and/or disability status.

Income Targeting

The BHA must determine income eligibility for EHV families in accordance with 24 CFR 982.201 and BHA policy in Chapter 3; however, income targeting requirements do not apply for EHV families. The BHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

The BHA will include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

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J. HOUSING SEARCH AND LEASING

Initial Voucher Term

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, EHV vouchers must have an initial voucher term of at least 120 days (a period to submit a Request for Tenancy Approval from the date of the voucher issuance). BHA policies on extensions as outlined in Chapter 8 – Section E, Extensions will apply.

All EHVs will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the BHA grants an extension.

Housing Search Assistance

The BHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by the BHA or through the CoC or another partnering agency or entity.

Initial Lease Term

Unlike in the standard the HCV program, EHV voucher holders may enter into an initial lease that is for less than 12 months.

Payment Standards and Exception to Payment Standards

HUD is waiving § 982.503(a)(3) and establishing an alternative requirement permitting PHAs to establish separate higher payment standards for the EHVs in order to increase the potential pool of available units for EHV families. The Participants with an EHV voucher not residing in an already subsidized unit will receive the HUD approved Exception Payment Standard for a Zero, One, Two- and Three-Bedroom Voucher.

Termination of Vouchers upon Turnover after September 30, 2023

HUD is identifying whether a voucher issuance is a turnover voucher or a voucher that has never been leased by counting the number of cumulative EHV lease-ups. Once BHA's total cumulative leased EHV count reaches 67, any EHV issuance is considered a reissuance. Once the BHA has reached 67 cumulative EHV lease-ups, the BHA may not reissue any EHV voucher after September 30, 2023. All EHVs under lease on or after October 1, 2023, may not under any circumstances be reissued to another family when the participant leaves the program for any reason.

If the BHA has not reached its 67 cumulative leased vouchers, the BHA may continue to issue vouchers to eligible households after September 30, 2023, until the cumulative

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leased vouchers equal 67, or until directed by HUD to stop issuing EHVs. If the BHA is reallocated additional EHVs, these EHVs are considered never leased and may be issued.

Household Moves and Changes

EHV participants may still move (including under portability) after September 30, 2023. The termination of vouchers upon turnover provision does not impact an individual or family's ability to move within the PHA's jurisdiction or their ability to move under the portability procedures to another PHA's jurisdiction.

K. USE OF FUNDS, REPORTING, AND FINANCIAL RECORDS

EHV funds allocated to the BHA for HAP (both funding for the initial allocation and HAP renewal funding) may only be used for eligible EHV HAP purposes. EHV HAP funding obligated to the BHA may not be used for EHV administrative expenses or the other EHV eligible expenses under this notice. Likewise, EHV administrative fees and funding obligated to the BHA are to be used for those purposes and must not be used for HAP. The appropriated funds for EHVs are separate from the regular HCV program and may not be used for the regular HCV program but may only be expended for EHV eligible purposes. EHV HAP funds may not roll into the regular HCV restricted net position (RNP) and must be tracked and accounted for separately as EHV RNP. EHV administrative fees and funding for other eligible expenses permitted by Notice PIH 2021-15 may only be used in support of the EHVs and cannot be used for regular HCVs. EHV funding may not be used for the repayment of debts, or any amounts owed to HUD by HUD program participants including, but not limited to, those resulting from Office of Inspector General (OIG), Quality Assurance Division (QAD), or other monitoring review findings.
The BHA must comply with EHV reporting requirements in the Voucher Management System (VMS) and Financial Data Schedule (FDS) as outlined in Notice PIH 2021-15.
The BHA must maintain complete and accurate accounts and other records for the program and provide HUD and the Comptroller General of the United States full and free access to all accounts and records that are pertinent the administration of the EHVs in accordance with the HCV program requirements at 24 CFR 982.158.

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CHAPTER 18

PROJECT-BASED VOUCHER PROGRAM

INTRODUCTION

The Burbank Housing Authority has the discretion whether to operate a project-based voucher program., and has elected to provide rental assistance under the Project Based Voucher Program (PBVP) to encourage property owners of existing housing, newly constructed housing or rehabilitated housing to make these properties available to low-income families at affordable rents. This will ensure that the city maintains an affordable rental housing stock that is at risk of becoming unaffordable for low-income families and/or to produce new affordable units. The PBVP provided by the Burbank Housing Authority may be used only for units within the City of Burbank.

The provision of assistance that is attached to units as project-based assistance is different in its application than that of tenant-based assistance typically provided by the Housing Choice Voucher Program. Under project-based assistance, the Burbank Housing Authority enters into a HAP Contract with the owner to make housing assistance payments during the contract term for a specific unit(s) that is leased and occupied by an eligible family.

The Burbank Housing Authority PBV program is funded with a portion of appropriated funding (budget authority) available under the Burbank Housing Authority's voucher annual contributions contract (ACC). The Burbank Housing Authority may provide up to 20% ACC and an additional 10% for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use. The Burbank Housing Authority will consider using up to 20% of its authorized units for project-based assistance. This will be done on a project by project basis.

However, only 25% of the units in a project or 25 units in a project, whichever is greater, may be project based with the exception of single-family dwellings and "excepted units or housing exemption" in a multifamily building.

"Excepted Units or Housing Exemption" means units in a multifamily building that are specifically made available for qualifying families who are elderly, disabled, or a family receiving supportive services. There is no special or additional funding for project-based vouchers and HUD does not reserve additional units for project-based vouchers.

HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT (HOTMA)

The Burbank Housing Authority will make a decision regarding implementation of HOTMA provisions for this chapter upon HUD's issuance of Notice or Regulation.

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A. HUD SUBMISSION

The Burbank Housing Authority may attach voucher assistance to PBV units in accordance with 24 CFR 983 if:

1. The number of units to be project-based does not exceed the applicable percent limit or number.
2. The number of units to become project-based are not under a tenant-based or project-based HAP Contract or otherwise committed (e.g., vouchers issued to families searching for housing or units under an Agreement).

Before implementing PBVP, the Burbank Housing Authority must submit the following information to the HUD field office for review:

1. The total number of units for which the Burbank Housing Authority is requesting approval to attach assistance.
2. The number of budgeted voucher units.
3. The number of voucher units available to be project-based; e.g., the number of budgeted voucher units that are not under a tenant-based or project-based HAP Contract or otherwise committed (e.g., vouchers issued to families searching for housing or units under an Agreement).

The Burbank Housing Authority must ensure that the amount of assistance that is attached to units is within the amounts available under the ACC.

B. OWNER APPLICATION SUBMISSION [24 CFR 983.51]

1. The BHA has adopted a written policy establishing competitive procedures for owners' submission of applications. This written policy identifies and specifies the weight to be given to the factors that will be used to rank and select applications. These factors are as follows:

Local Experience/Administrative Capacity:	20 Points
Need:	20 Points
Mixed Income:	20 Points
Financial/Marketability:	20 Points
Community Impact:	15 Points
Equal Opportunity Employment Practices:	5 Points

2. The Burbank Housing Authority will select units to which assistance is to be attached. These units must be selected in accordance with the Burbank Housing Authority's selection policy and 24 CFR 983.51.

3. The Burbank Housing Authority will advertise in a newspaper of general circulation that the Burbank Housing Authority will accept applications for assistance under the PBVP for specific projects. The advertisement must be approved by the HUD field office and may not be published until after HUD's authorization to implement a PBVP or ACC execution.

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The advertisement must: be published once a week for two to three consecutive weeks; specify an application deadline of at least 30 days after the date the advertisement is last published; specify the number of units the Burbank Housing Authority estimates it will be able to assist under the funding the Burbank Housing Authority is making available for this purpose; and state that only applications submitted in response to the advertisement will be considered.

4. The owner's application submittal must contain the following:

a. A description of the housing to be constructed or rehabilitated, including the number of units by size (square footage), bedroom count, bathroom count, sketches of the proposed new construction or rehabilitation, unit plans, listing of amenities and services, and estimated date of completion. For rehabilitation, the description must describe the property as is and must also describe the proposed rehabilitation.

b. Evidence of site control, and for new construction identification and description of the proposed site, site plan and neighborhood.

c. Evidence that the proposed new construction or rehabilitation is permitted by current zoning ordinances or regulations, if applicable.

d. Evidence to indicate that the needed re-zoning is likely and will not delay the project, if applicable.

e. The proposed contract rent per unit, including an indication of which utilities, services, and equipment are included in the rent. For those utilities that are not included in the rent, an estimate of the average monthly cost for each unit type for the first year of occupancy.

f. A statement identifying:

1. The number of persons (families, individuals, businesses and nonprofit organizations) occupying the property on the date of submission of the application.

2. The number of persons to be displaced, temporarily relocated or moved permanently within the building or complex.

3. The estimated cost of relocation payments and services, and the sources of funding.

4. The organization(s) that will carry out the relocation activities.

5. The identity of the owner, project principals, names of officers, principal members, shareholders, investors and other parties having substantial interest. Certification showing that the above-mentioned parties are not on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; a disclosure of any possible conflict of interest by any of these parties that would be a violation of the Agreement or the HAP Contract; and information on the qualifications and experience of the principal participants. Information concerning any participant who is not known at the time of the owner's submission must be provided to the Burbank Housing Authority as soon as the participant is known.

6. The owner's plan for managing and maintaining the units.

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7. Evidence of financing or lender interest and the proposed terms of financing.
8. The proposed term of the HAP Contract; and
9. Any other information the Burbank Housing Authority believes necessary.

C. ELIGIBLE AND INELIGIBLE PROPERTIES [24 CFR 983.9 & 983.53]

Newly constructed and existing structures of various types may be appropriate for attaching assistance to the units under 24 CFR 983, including single-family housing and multi-family housing. Eligible housing under 24 CFR 982.352 does not apply.
The Burbank Housing Authority may not attach or pay PBVP assistance in the following types of housing:

1. Housing for which the construction is started before Agreement execution.
2. Housing for which the rehabilitation is started before Agreement execution.
3. Shared housing, nursing homes, and facilities providing continual psychiatric, medical, nursing services, board and care or intermediate care.
4. Units within the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
5. Housing located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.
6. College or other school dormitories.
7. Units owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution.
8. Manufactured homes.
9. Cooperative housing.
10. Transitional housing.
11. Units occupied by the owner.

The Burbank Housing Authority may not attach or pay PBVP assistance to any of the following types of subsidized housing:

1. Public housing dwelling unit;
2. A unit subsidized by any other form of Section 8 assistance (tenant-based or project based);
3. A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
4. A unit subsidized with any government subsidy that covers all or any part of the operating costs of the housing;
5. A section 236 project (insured or noninsured) or a unit subsidized with Section 236 rental assistance payments;
6. A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949 (a Rural Housing Services Program);
7. A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987);
8. Section 202 supportive housing for the elderly;
9. Section 811 supportive housing for persons with disabilities;
10. A Section 101 rent supplement project;

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11. A unit subsidized with tenant-based assistance (as defined at 24 CFR 982.1(b)(2)) (e.g. Home Program); or
12. Any unit with any other duplicative Federal, State, or local housing subsidy as determined by HUD. For this purpose, "housing subsidy" does not include the housing component of a welfare payment, a Social Security payment received by the family, or a rent reduction because of a tax credit.

D. SPECIAL HOUSING TYPES [24 CFR 983.9]

In PBVP, the Burbank Housing Authority will not provide assistance for shared housing, cooperative housing, manufactured homes space rental, or the homeownership option. A group home may include one or more group home units. A separate lease is executed for each elderly person or person with disabilities who resides in a group home.

E. DECONCENTRATION OF POVERTY AND EXPANSION OF HOUSING AND ECONOMIC OPPORTUNITIES

In accordance with HUD requirements, all PBVP HAP Contracts or assistance agreements must be for units located in census tracts with poverty rates of less than 20%, unless HUD specifically approves an exception. The City of Burbank meets this requirement. Activities under the PBVP are subject to HUD environmental regulations in 24 CFR 50 and 58.

F. AGREEMENT & SECTION 8 PROJECT BASED VOUCHER HOUSING ASSISTANCE PAYMENTS CONTRACT [24 CFR 983.202, 983.203, 983.204, & 983.205] on

The Burbank Housing Authority must enter into an Agreement with the owner. The owner agrees to develop the contract units to comply with the HQS, and the Burbank Housing Authority agrees that upon timely completion of such development in accordance with the terms of the Agreement, the Burbank Housing Authority will enter into an Agreement with the owner for the approved number of units. The Agreement will be canceled if the HAP Contract is not executed within 120 days of notification of completion.

The Burbank Housing Authority must enter into an Agreement with the owner stating the terms and conditions of the PBVP project. The initial Agreement term for existing housing may not be less than one year nor more than ten years. The initial Agreement term for new construction or rehabilitated housing may not be less than one year nor more than 20 years. The Burbank Housing Authority has sole discretion to determine the initial term of the HAP Contract with these limits.

Within one year before expiration of the Agreement, the Burbank Housing Authority may agree to extend the term of the Agreement for existing housing for an additional term up to 20 years for new construction or rehabilitated housing if the Burbank Housing Authority determines an extension is appropriate to continue to provide affordable housing for low-

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income families. Agreements maybe renewed for terms for an aggregate total of 40 years, subject to the availability of appropriated funds.

At the sole option of the Burbank Housing Authority, the Burbank Housing Authority may renew expiring Agreements for such period or periods as the HUD field office determines appropriate to achieve long term affordability of assisted housing. The Burbank Housing Authority must identify the funding source for renewals; different funding sources may be used for the initial term and review terms of the Agreement.

The Agreement must provide that the term of the Burbank Housing Authority contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the Burbank Housing Authority in accordance with HUD instructions. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the Agreement, the Burbank Housing Authority has the right to terminate the Agreement by notice to the owner for all or any of the contract units.

Once the Burbank Housing Authority has received owner notification that the construction or rehabilitation has been completed, the owner must submit at minimum the following evidence of completion to the Housing Department:

1. Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and
2. Owner certification that the owner has complied with labor standards and equal opportunity requirements in the development of the housing.

At the Burbank Housing Authority discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

1. Certificate of Occupancy; and
2. An architect's certification that the housing complies with HQS, State, local and/or other building codes

After the Housing Department has receive owner notice, the Burbank Housing Authority must inspect the building to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirements imposed by the Burbank Housing Authority under the Agreement. If the work has not been completed in accordance with the Agreement, the Burbank Housing Authority must not enter into the HAP Contract.

The Burbank Housing Authority must execute the HAP Contract if the Burbank Housing Authority accepts the unit(s). The effective date of the HAP Contract may not be earlier

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than the date of the Burbank Housing Authority inspection and acceptance of the Unit(s).

After commencement of the HAP Contract term, the Burbank Housing Authority must make monthly housing assistance payments for each unit occupied under lease by an eligible family.

At the discretion of the Burbank Housing Authority and subject to all PBVP requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for previously covered contract unit. Prior to such substitution, the Burbank Housing Authority must inspect the proposed substitute unit and must determine the reasonable rent.

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires owners to provide not less than one-year written notice to tenants and HUD of expiration or termination of the Contract.

G. REDUCTION OF UNITS

Owners must lease all assisted units under a HAP Contract to eligible families. Leasing of vacant, assisted units to ineligible tenants is a violation of the Agreement and grounds for all available legal remedies, including suspension or debarment from the HUD program and reduction of the number of units under the Agreement. Once the Burbank Housing Authority determines that a violation exists, the Burbank Housing Authority must notify the HUD field office of its determination and the suggested remedies. At the direction of the HUD field office, the Burbank Housing Authority must take the appropriate action.

If at any time beginning 180 calendar days after the effective date of the Agreement, the owner fails to have the assisted units leased to families receiving housing assistance or to families who were eligible when they initially leased the unit, but are no longer receiving housing assistance, the Burbank Housing Authority may, on at least a 30 calendar days notice, reduce the number of units covered by the Agreement. The Burbank Housing Authority may reduce the number of units actually leased or available for leasing by eligible families, plus 10 percent (round up).

If the owner has only one unit under a HAP Contract, and if one year has elapsed since the date of the last housing assistance payment, the HAP Contract may be terminated with the consent of the owner.

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The Burbank Housing Authority will agree to an amendment of the Agreement to provide for subsequent restoration of any reduction made pursuant to the above-mentioned paragraph of this section, if:

1. The Burbank Housing Authority determines that the restoration is justified by demand.
2. The owner otherwise has a record of compliance with obligations under the Agreement; and
3. Contract authority is available.

H. RESPONSIBILITIES OF THE BURBANK HOUSING AUTHORITY [24 CFR 983.201]

The BHA must:

1. Inspect the project before, during, and upon completion of new construction or rehabilitation; and
2. Ensure that the amount of assistance that is attached to units is within the amounts available under the ACC.

I. RESPONSIBILITIES OF THE OWNER [24 CFR 983.208 & 24 CFR 982.452]

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP Contract, providing the Burbank Housing Authority with a copy of any termination of tenancy notification, and offering vacant, accessible units to a family with one or more members with a disability requiring accessibility features of the vacant unit and occupying an assisted unit not having such features.

J. FAMILY PARTICIPATION [24 CFR 983.251]

The Burbank Housing Authority will use the tenant-based assistance waiting list for its PBVP, pursuant to 24 CFR 982.201, 982.202 except paragraph (b)(c), 982.203, 982.204 except paragraph (a)(b), 982.205 except paragraph (a), 982.206 and 982.207. When the owner notifies the Burbank Housing Authority of vacancies in the PBVP units, the Burbank Housing Authority will refer one or more families of the appropriate size from its waiting list. A family that refuses an offer of a PBVP unit will keep its place on the tenant-based waiting list. The owner must rent all vacant PBVP units to eligible families referred by the Burbank Housing Authority. The Burbank Housing Authority will determine eligibility of any family referred for a PBVP unit.

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Before the Burbank Housing Authority selects a specific unit to which assistance is to be attached, the Burbank Housing Authority must determine whether the unit is occupied, and if so, whether the occupants are eligible for assistance. If the unit is occupied by an eligible family (including a single person) and the Burbank Housing Authority selects the unit, the family must be given the opportunity to lease that unit or another appropriately sized, project-based unit in the project without requiring that the family be placed on the waiting list. The Burbank Housing Authority may not enter into an agreement to provide project-based assistance to a unit whose occupants are not eligible to participate in the program.

If the Burbank Housing Authority does not refer a sufficient number of interested families on the Burbank Housing Authority's waiting list to the owner within 30 days of the owner's notification to the BHA of a vacancy, the owner may advertise for or solicit applications from eligible, very low-income families. The owner must refer these families to the BHA to determine eligibility. The Burbank Housing Authority and/or owner may also partner with other agencies for referrals for project-based units.

The owner is responsible for screening and selection of tenants for their project parameters. The owner must adopt written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income households and with a family's ability to perform the lease obligations. The owner must promptly notify any rejected family in writing of the grounds for that rejection.

In order for a family to be eligible for participation under the PBVP, the family must meet the eligibility criteria outlined in Chapter 2 of this Plan, "Eligibility for Admission" and the family's annual income may not exceed the applicable income limit as set by HUD.

A family becomes a participant when the family and owner execute a lease for a unit with project-based assistance.

If the HAP Contract for the unit expires or if the Burbank Housing Authority terminates the HAP Contract for the unit:

1. The Burbank Housing Authority must issue the assisted family in occupancy of a unit a HCV for assistance under the Burbank Housing Authority's voucher program, unless the Burbank Housing Authority has determined that it does not have sufficient funds for continued assistance for the family, or unless the Burbank Housing Authority denies issuance of a HCV in accordance with 24 CFR 982.552.
2. If the unit is not occupied by an assisted family, then the available funds under the ACC that were previously committed for support of this project-based assistance for the unit must be used for the Burbank Housing Authority's tenant-based voucher program.

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K. BRIEFING SESSIONS FOR PBVP PARTICIPANTS [24 CFR 983.252]

Briefing sessions will be held for families who have been selected to occupy a project-based unit. The briefing session will provide the family with the following:

1. Information regarding the tenant rent and any applicable utility allowance.
2. A copy of the Lead-Based Paint information pamphlet.
3. Family and owner responsibilities under the lease and HAP Contract.
4. Information on Federal, State, and local equal opportunity laws.
5. The fact that the subsidy is tied to the unit, that the family must occupy a unit under the program, that a family that moves from the unit does not have any right to continued assistance.
6. The likelihood of the family receiving a HCV after the HAP Contract expires.
7. The family's options under the program if the family is required to move because of a change in family size or composition; and
8. Information on the Burbank Housing Authority's procedures for conducting informal hearings for participants, including a description of the circumstances in which the Burbank Housing Authority is required to provide the opportunity for an informal hearing, in accordance with 24 CFR 982.555, and the procedures for requesting a hearing (see Chapter 13 of this Plan).

L. PHYSICAL CONDITION STANDARDS & PHYSICAL INSPECTION REQUIREMENTS

Housing used in the PBVP must be maintained and inspected in accordance with the requirements in 24 CFR 5, subpart G prior to the HAP Contract execution. In addition to the standards in 24 CFR 5, subpart G, the dwelling unit must have a living room, a kitchen area, and a bathroom. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons.

The Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR 35, subparts A, B, H, and R of this title apply to units assisted under this part.

The dwelling unit must be inspected and must pass HQS prior to the execution of the Lease.

M. MAINTENANCE, OPERATION AND INSPECTION [24 CFR 983.208]

The following sections do not apply to the PBVP:

1. 24 CFR 982.404: Maintenance: Owner and family responsibility; PHA remedies.
2. 24 CFR 982.405: PHA periodic unit inspections and enforcement of HQS.

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The owner must provide all the services, maintenance and utilities as agreed under the HAP Contract, subject to abatement of housing assistance payments or other applicable remedies if the owner fails to meet these obligations.
In addition to the inspections required prior to execution of the HAP Contract, the Burbank Housing Authority must inspect or cause to be inspected each dwelling unit under a HAP Contract at least annually, and at such other times as may be necessary to ensure that the owner is meeting the obligations to maintain the unit in decent, safe, and sanitary conditions and to provide the agreed upon utilities and other services. The Burbank Housing Authority must take into account complaints and any other information coming to its attention in scheduling inspections.
If the Burbank Housing Authority notifies the owner that the units under HAP Contracts are not being maintained in decent, safe, and sanitary conditions and the owner fails to take corrective action within the time prescribed in the notice, the Burbank Housing Authority may exercise any of its rights or remedies under the HAP Contract, including abatement of housing assistance payments, even if the family continues in occupancy, or the termination of the HAP Contract and termination of assistance to the family, in accordance with 24 CFR 982.552.

N. OVERCROWDED, UNDEROCCUPIED, AND ACCESSIBLE UNITS [24 CFR 983.260]

If the Burbank Housing Authority determines that a family is occupying the wrong sized unit or the unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Burbank Housing Authority must promptly notify the family and the owner of this determination, and of the Burbank Housing Authority offer of continued assistance in another unit. If the Burbank Housing Authority's subsidy standards changed after the family moved into the unit and the family has not had a change in family composition, the family will not be considered in the wrong sized unit.

The owner must offer the family a suitable alternative unit if one is available and the family shall be required to move. If the owner does not have a suitable unit available within the family's ability to pay the rent, the Burbank Housing Authority (if it has sufficient funding) may offer tenant-based assistance to the family or otherwise assist the family in locating other standard housing in the Burbank Housing Authority's jurisdiction within the family's ability to pay and require the family to move to such a unit.

If the Burbank Housing Authority offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the Burbank Housing Authority must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the PHA).

If the Burbank Housing Authority offers the family the opportunity for another form of continued housing assistance in accordance with 24 CFR 983.261(b)(2) (not in the

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tenant-based voucher program), the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the Burbank Housing Authority, or both, the Burbank Housing Authority must terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of the reasonable period that was determined by the Burbank Housing Authority

O. ASSISTED TENANCY AND TERMINATION OF TENANCY [24 CFR 983.206]

The term of a lease, including a new lease or a lease amendment, executed by the owner and the family must be for at least one year, or the remaining term of the HAP Contract if the remaining term of the HAP Contract is less than one year. The family must notify the Burbank Housing Authority and the owner before the family moves out of the unit. Term of assisted tenancy, 24 CFR 982.309, and owner termination of tenancy, 24 CFR 982.310(d)(1)(iii)(iv), do not apply to the PBVP.

The family is required to terminate the lease with a 60-day advance written notice to the owner and a copy of the notice to the Burbank Housing Authority. The owner may offer the family a new lease for execution by the family for a term beginning at any time after the first year of the term of the lease. The owner must give the family written notice of the offer at least 90 days before the proposed commencement date of the new lease term. The offer may specify a reasonable time for acceptance by the family. Failure by the family to accept the offer of a new lease in accordance with this paragraph shall be “other good cause” for termination of tenancy.

P. RENT AND HOUSING ASSISTANCE PAYMENT [24 CFR 983.302]

In 24 CFR 982 subpart K, rent and housing assistance payment for tenant-based program, the following are the only sections that apply to the PBVP under 24 CFR 982 subpart K (regular and interim re-examination of the family income and composition) and 24 CFR 982.517 (utility allowance schedule).

Q. LIMITS ON INITIAL RENT TO OWNER [24 CFR 983.301]

The initial rent to owner for a unit may not exceed the reasonable rent as determined by the Burbank Housing Authority, in accordance with 24 CFR 983.303.
The tenant rent under the PBVP is limited to 30% of the participant’s adjusted monthly income minus tenant paid utilities.
The initial gross rent for a unit (rent to owner plus utility allowance) may not exceed the payment standard rent limit as determined by the BHA, in accordance with 24 CFR 982.503. However, at the time of initial occupancy by the eligible family, the family gross rent must not exceed 40% of the family adjusted monthly income.
The PBVP HAP Contract shall establish gross rents that do not exceed 110% of the established Fair Market Rent (FMR) or any HUD-approved “exception payment standard” for the City of Burbank. The HAP Contract will also allow for an annual rent adjustment.

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The initial and adjusted rents to the owner must also be reasonable in relation to rents charged in the private market for comparable unassisted units.

R. ANNUAL ADJUSTMENT OF RENT TO OWNER [24 CFR 983.302]

At each annual anniversary date of the HAP Contract, the Burbank Housing Authority may re-determine the rent to owner in accordance with the following requirements:

1. The owner must request a rent increase (including a comparability study to determine the amount of such increase) by written notice to the Burbank Housing Authority, at least 60 days before the HAP Contract anniversary. The request must be submitted in the form and manner required by the Burbank Housing Authority.
2. The Burbank Housing Authority may not increase the rent at the annual anniversary unless:
    a. The owner requested the increase by the 60-day deadline; and
    b. During the year before the HAP Contract anniversary, the owner complied with all requirements of the HAP Contract, including compliance with HQS for all contract units.
3. Rent increases will be implemented at the time of HAP Contract Anniversary.

The adjusted rent to owner equals the lesser of:

1. The re-adjustment rent to owner multiplied by the applicable Section 8 Annual Adjustment Factor published by HUD.
2. The reasonable rent as determined by the Burbank Housing Authority, in accordance with 24 CFR 983.303; or
3. The rent requested by owner.

The applicable factor is the published annual adjustment factor in effect 60 days before the HAP Contract anniversary. In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments. The rent to owner may be adjusted up or down, in accordance with 24 CFR 983.301.

S. SPECIAL ADJUSTMENT OF THE RENT TO OWNER [24 CFR 983.301]

At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner. The Burbank Housing Authority may only make a special adjustment of the rent to owner if the adjustment has been approved by HUD.
A special adjustment may only be approved to reflect increases in the actual and necessary costs of owning and maintaining the contracted units because of substantial and general increases in:

1. Property taxes.
2. Special governmental assessments.
3. Utility rates; or
4. Cost of utilities not covered by the regulated rates.

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A special adjustment may only be approved if and to the extent that the owner demonstrates that cost increases are not adequately compensated by application of the published annual adjustment factor at the HAP Contract anniversary. The owner must demonstrate that the rent to owner is not sufficient for proper operation of the housing.
The adjusted rent may not exceed the reasonable rent as determined by a comparability study, in accordance with 24 CFR 983.301. The owner must submit financial information, as requested by the BHA, that supports the grant or continuance of a special adjustment. For HAP Contracts of more than 20 units, such financial information must be audited.
The Burbank Housing Authority may withdraw or limit the term of any special adjustment. If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to owner.

T. REASONABLE RENT [24 CFR 983.303]

The Burbank Housing Authority may not enter an agreement to enter into a HAP Contract until the Burbank Housing Authority determines that the initial rent to owner under the HAP Contract is reasonable. During the term of a HAP Contract, the rent to owner may not exceed the reasonable rent as determined by the Burbank Housing Authority.
At least annually during the HAP Contract term, the BHA must re-determine that the current rent to owner does not exceed a reasonable rent. The BHA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the BHA must consider:

1. The location, quality, size, unit type, and age of the contract unit; and
2. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

U. VACANT UNITS [24 CFR 983.352]

Vacancy payments will not be paid for vacant units

V. CONVERSION OF SECTION 8 PROJECT-BASED ASSISTANCE TO TENANT-BASED ASSISTANCE [PIH NOTICE 99-40, SEPTEMBER 1, 1999]

HUD currently provides additional funding to public housing agencies to assist eligible residents who are affected by “housing conversions.” Housing conversions occur when a Section 8 Project-Based Contract is near expiration, has expired, or the owner chooses to “opt-out” of the Contract (“Contract termination”). In those instances where expiring Project-Based Rental Assistance is being replaced by Tenant-Based Rental Assistance (TBRA) Vouchers, HUD shall determine the appropriate actions and provide guidance and instruction to the Burbank Housing Authority.

The conversion process typically begins with HUD’s receipt of the notice from the owner stating the intent to terminate the existing Contract. This notice must be in writing and provided to both the tenants and HUD, not less than one year from the Contract

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termination date. It is the responsibility of HUD to enforce the notification requirements of the owner. Based on the appropriate notification and at least 120 days prior to the termination date of the Contract, HUD shall determine the number of occupants in place, the composition of each family, and extend an invitation to the Burbank Housing Authority offering the Burbank Housing Authority the opportunity to administer TBRA to the eligible families. Once the Burbank Housing Authority has agreed to administer TBRA and issue HCVs, the existing ACC between the Burbank Housing Authority and HUD will require modification.

HUD shall transmit all pertinent family composition data to the Burbank Housing Authority. The Burbank Housing Authority shall utilize this information to begin the review of each family's eligibility for admission to the TBRA Program. As part of the determination of eligibility, the Burbank Housing Authority may require families to complete the following:

1. Submit a completed program application and any other required program form(s).

2. Submit any records pertinent to the determination of eligibility, i.e., identification cards, Birth Certificates, Social Security cards, proof of citizenship, proof of income, proof of assets, certification forms, affidavits, etc.

3. Attend an interview with Burbank Housing Authority staff; and

4. Attend mandatory briefing session conducted by Burbank Housing Authority staff (rental vouchers issued to eligible families).

Due to the severe time constraints often associated with these conversion actions, the Burbank Housing Authority may use the owner's most recent family income re-examinations, if:

1. The owner's certification for the family is no more than six months old; and

2. The Burbank Housing Authority determines that the owner's certifications are acceptable after reviewing a small sample for accuracy.

The Burbank Housing Authority is not required to use the owner's certifications and may opt to conduct its own income determination and verification.

The Burbank Housing Authority will make every effort to have the determination of eligibility completed and the rental vouchers issued to eligible families no later than 60 days before the termination date of the contract. Once these requirements are completed, the Burbank Housing Authority must:

1. Ensure the units selected by the families are eligible (see Chapter 2 of this Plan). " Eligibility for Admission"

2. Conduct HQS inspections for units selected by families, (see Chapter 10 of this Plan), "Housing Quality Standards and Inspections".

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3. Ensure the rent is reasonable, see Chapter 9 of this Plan, “Request for lease approval and contract execution”; and

4. Execute a HAP Contract with the owner.

HUD encourages housing agencies to begin tasks such as certifying families and approving units before receiving the ACC funding exhibit to avoid the potential adverse impact on the families. However, the Burbank Housing Authority may not under any circumstances execute a HAP Contract prior to receiving the notification letter and the effective date of the funding contained on the ACC funding exhibit.
Housing conversions represent a very unique opportunity for the Burbank Housing Authority to be pro-active in safeguarding the welfare of families residing in affordable housing developments that are faced with rental increases or possible displacement. Although some actions may not be taken by the Burbank Housing Authority without seeking prior approval from HUD, the Burbank Housing Authority shall continue to be committed to providing supportive services and guidance to families that are affected by these circumstances.

W. MOVES WITH CONTINUED RENTAL ASSISTANCE

If the family decides to relocate after 3 years, the family may be eligible for other forms of rental assistance, if funding is available. Family may only move in accordance with Chapter 9 of this Plan, “Request for lease approval and contract execution”.
Rental assistance under the PBVP will terminate for families that vacate the assisted unit during the initial term of the lease in accordance with Chapter 11 of this Plan, “Denial or Termination of Assistance”.

X. FAMILY RIGHT TO MOVE [24 CFR 983.261]

The family may terminate the assisted lease at any time after the third year of occupancy in accordance with Chapter 9 of this Plan, “Request for Lease Approval and Contract Execution”. The family must give the owner advance written notice of intent to vacate (with a copy to the Burbank Housing Authority) in accordance with the lease.
If the family has elected to terminate the lease in this manner, the Burbank Housing Authority must offer the family the opportunity for continued TBRA, in the form of either assistance under the HCVP or other comparable TBRA.

Before providing notice to terminate, the family must contact the Burbank Housing Authority, in writing, to request comparable TBRA if the family wishes to move with continued assistance. If a HCV or other comparable TBRA is not immediately available upon termination of the family's lease of a PBVP unit, the Burbank Housing Authority must give the family priority to receive the next available opportunity for continued TBRA. The family will receive the next available opportunity based on the date and time when their written requested was received.

The family will not be able to use a HCV in a project based unit. If a HCV has been issued and the family decides to remain in a project based unit, the owner must agree to continue the family’s tenancy. At which time, the HCV will be cancelled. The family will be required

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to continue their search for a unit if the owner does not agree to continue the family's tenancy. Therefore, the HCV will expire if the family does not locate a suitable unit by the expiration date and the family's participation in the PBVP will end.

The family will not be eligible for a HCV or other comparable TBRA if the family fails to submit written request to the Burbank Housing Authority prior to serving a 60 Day Notice to terminate to the owner and/or the family is not in good standing with the terms of the lease and Family Obligations. Families may not be eligible for any other form of rental assistance if the property owner has served notice to vacate. Moves with continued assistance are allowed in accordance with Chapter 9 of this Plan, "Request for Lease Approval and Contract Execution".

If the family terminates the assisted lease before the end of one year, or if the family has violated program rules and regulations, the family relinquishes the opportunity for continued TBRA.

The Burbank Housing Authority will ensure the family is in compliance with the rules and regulations. The Burbank Housing Authority will follow the policies and procedures outlined in Chapter 9 of this Plan, "Request for Lease Approval and Contract Execution" for the HCVP.

If the family is in compliance with the program rules and regulations, the family may move utilizing portability. The Burbank Housing Authority will follow the policies and procedures outlined in Chapter 9 of this Plan, "Request for Lease Approval and Contract Execution" for the HCVP.

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CHAPTER 19

SPECIAL PURPOSE VOUCHERS

INTRODUCTION

Special Purpose Vouchers (SPVs) are a specific type of HCV program administered by the BHA. By collaborating with other partners, SPVs provide rental assistance resources to specific populations to support the community's plan to end homelessness.

The BHA administers the following types of special purpose vouchers:

- Veterans Affairs Supportive Housing (VASH)
- Foster Youth to Independence (FYI) program

This chapter describes HUD regulations and BHA policies for administering SPVs.

PART 1
VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics (CBOCs).

A. SPECIAL RULES FOR THE HUD-VASH VOUCHER PROGRAM

This section outlines the waivers or alternative requirements for the administration of the HUD-VASH program. Unless expressly stated below, all HUD regulations regarding the HCV and PBV programs are applicable to HUD-VASH vouchers. The BHA's local discretionary policies adopted in this administrative plan apply to HUD-VASH vouchers unless the BHA policy conflicts with the requirements of the HUD-VASH vouchers outlined below. In such cases the requirements in this chapter supersede the local discretionary policy.

B. THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS (VA)

The VA determines the eligibility of veterans based on the following criteria:

1. Veterans must meet the definition of homelessness defined in the McKinney-

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Vento Homeless Assistance Act as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2012.

2. Veterans must need case management services, as determined by VA case workers, to obtain and sustain independent community housing.
3. Eligible candidates for the program must participate in case management. The VA is responsible for providing appropriate treatment and supportive services to potential HUD- VASH program participants.

C. REFERRALS

VA HUD–VASH case managers will refer HUD–VASH-eligible families to the BHA for the issuance of vouchers. The BHA must accept referrals from the VA partner. Therefore, the BHA does not have the authority to maintain a waiting list or apply local preferences for HUD–VASH vouchers.

D. PARTICIPANT ELIGIBILITY

Eligible families are homeless veterans and their families that are referred to the BHA by the VA. Before making referrals to the BHA, VA staff screen families according to the VA's screening.

When the BHA receives a referral from the VA, the BHA may only screen the family for the criteria below:

1. Income eligibility
2. Citizenship; and
3. Subjectivity to a lifetime registration requirement under a state sex offender registration program.

E. BACKGROUND CHECK

The BHA may not screen for criminal background other than to determine if a household member is subject to a lifetime registration requirement under a state sex offender registration program.

If a family member is subject to lifetime registration under a state sex offender registration program, the remaining family members may be served if the family agrees to remove the sex offender from its family composition. If the family member subject to lifetime registration under a state sex offender registration program is the homeless veteran, the family will be denied admission to the program.

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F. SOCIAL SECURITY AND DATE OF BIRTH VERIFICATION

The BHA must accept DD-214 certificates and VA-verified Applications for Health Benefits as verification of social security numbers and birthdates. VA identification cards must be accepted as government-issued photo identification, and they can also be used to verify social security numbers and birthdates.

G. INCOME AND ELIGIBILITY

Under HUD VASH operating requirements, the Burbank Housing Authority must use up to 80% of the area median income for homeless veterans.

When determining the applicant's annual income for purposes of income eligibility, the BHA must exclude all VA service-connected benefits received by the HUD-VASH applicant in addition to the income exclusions listed under in Chapter 5 of this administrative plan. This special income exclusion only applies to the definition of annual income for purposes of determining income eligibility. VA service-connected benefits (with the exception of the normally excluded deferred VA disability payments) must still be included as annual income when calculating the family's adjusted income. In other words, the VA service-connected disability benefits are excluded for purposes of determining income eligibility but included for purposes of calculating the housing assistance payment of the participant.

BHA may not deny admission to a family with zero income. When the veteran family reports that they have zero income, the BHA must accept a self-certification of zero income from the family at admission and at reexamination without taking any additional steps to require that the family verify zero reported income. The self-certification does not need to be notarized. The BHA must verify families' income in the EIV System within 120 days after admission.

H. EXCEPTION PAYMENT STANDARD

To assist VASH participants in finding affordable housing, the BHA may establish a HUD-VASH exception payment standard. The BHA may go up to but no higher than 120 percent of the published area-wide fair market rent (FMR) or small area fair market rent (SAFMR) specifically for VASH families. Should the BHA establish a VASH exception payment standard over 120 percent, the BHA must request a waiver from HUD.

VASH participants not residing in a subsidized unit will receive the HUD approved Exception Payment Standard for a Zero, One, Two- and Three-Bedroom Voucher. This Exception Payment Standard may be applied at interim reexaminations.

I. VOUCHER SEARCH TERM AND LEASING

Families issued a HUD-VASH voucher:

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1. must be given a minimum of 120 days to search for a unit.
2. may enter into an initial lease with an owner for less than 12 months.
3. may live on the grounds of a VAMC in units owned by the VA.

BHA may pre-inspect units that veterans may be interested in leasing. If a family selects a unit that passed an HQS inspection (without intervening occupancy) within 90 days of the date of the Request for Tenancy Approval, the unit may be approved.

J. CASE MANAGEMENT

Veterans must agree to participate in case management in order to receive a HUD-VASH voucher. HUD-VASH voucher assistance must be terminated if the family refuses, without good cause, to participate in required case management as verified by the VA.

However, the VA determination that case management is no longer needed is not grounds for termination of assistance. In such cases, a family may be offered a regular voucher to free up the HUD-VASH voucher, or they may keep their HUD-VASH voucher.

K. CHANGE IN FAMILY COMPOSITION

When new family members are added after the veteran is a participant, regular BHA eligibility criteria apply. Other than the birth, adoption or court-awarded custody of a child, the addition of any other family member must be approved by the BHA in accordance with the BHA's administrative plan.

L. VOUCHER REASSIGNMENT UPON FAMILY BREAK-UP

Because the HUD-VASH program is targeted to provide housing to homeless veterans, in most cases of family break-up, the voucher must remain with the veteran.

The major exception to this rule is if a veteran's family member is receiving protection as a victim of domestic violence, dating violence, stalking or sexual assault and the veteran is the perpetrator of such violence, the victim must continue to be assisted. Upon termination of a veteran-perpetrator's HUD-VASH voucher due to the veteran-perpetrator's acts of domestic violence, dating violence, stalking, or sexual assault, the victim receiving VAWA protections may be given a regular HCV if one is available, and the perpetrator's HUD-VASH voucher can be used to serve another eligible veteran family. If a regular HCV is not available for the victim, the victim will continue to utilize the HUD-VASH voucher and the perpetrator must be removed from the household. In the case of the victim utilizing the HUD-VASH voucher upon termination of the perpetrator, the HUD-VASH voucher must be issued to another eligible veteran family upon the voucher's turnover.

If the veteran dies or is incarcerated, the voucher remains with the remaining members of the tenant family. The BHA may use one of its own HCVs to continue assisting this

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family and free up a voucher for another HUD-VASH eligible family. If an HCV is not available, the family will continue utilizing the HUD-VASH voucher. Once the HUD-VASH voucher turns over, however, it must go to a homeless veteran family.

M. PORTABILITY

In order to ensure that participants can continue to receive case management, there are additional guidelines related to portability for HUD-VASH. Families will be limited to moving to jurisdictions where VAMC or CBOC case management services are available if case management is still required. The BHA will consult with the initial VA facility prior to approving any move.

The additional guidelines for portability associated with the HUD-VASH program are described below:

1. *With Case Management and Within Initial VAMC's Catchment Area*: A HUD-VASH family can move within the VAMC's catchment area as long as case management can still be provided, as determined by the VA. If the receiving PHA does not have a HUD-VASH program, the receiving PHA must bill the BHA. If the receiving PHA does have a HUD-VASH program, they may absorb the family if they choose.
2. *With Case Management and Outside Initial VAMC's Catchment Area*: A HUD-VASH family can move if the referring VAMC confirms that the new VAMC has an available case management slot. The receiving PHA must have a HUD-VASH program and the HUD-VASH family must be absorbed.
3. *Case Management is No Longer Required*: If a HUD-VASH family wishes to move under portability and the veteran no longer requires case management, the family can move to a community where case management is not provided. The receiving PHA does not need to be a HUD-VASH PHA, and the receiving PHA may choose to bill the BHA or absorb the veteran with a regular voucher.

N. VOUCHER TURNOVER

HUD-VASH vouchers must be issued to eligible veteran families as identified by the VA upon turnover.

O. PROJECT BASING HUD-VASH VOUCHER

BHA must operate HUD-VASH PBVs under the regulations for the PBV except in cases where the VASH operating requirements supersede these regulations, such as regulations referring to admissions and waiting lists.

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General Requirements

The BHA may project-base HUD-VASH vouchers in projects alongside other PBV units and may execute a single HAP contract covering both the HUD-VASH PBVs and the other PBVs. However, the contract rents may not be different based on whether the unit is a HUD-VASH PBV unit or a non-HUD-VASH PBV unit.

Project Cap

All units exclusively made available to HUD-VASH families in a PBV project are exempted from the PBV income-mixing requirements (project cap).

Program Cap

HUD-VASH units made available under a competitive PIH notice for HUD-VASH PBV units are excluded from the PBV percentage limitation (program cap). All other HUD-VASH vouchers that the PHA opts to project-base, are still subject to the PBV program cap.

Termination from PBV due to failure to participate in case management:

Upon notification by the VA of the family's failure to participate in VA-required case management, the BHA must provide the family a 30/60/90 days to vacate the unit. The PHA must terminate assistance to the family at the earlier of:

(1) the time the family vacates or

(2) the expiration of the reasonable period given to vacate.

If the family fails to vacate the unit within the established time, the owner may evict the family. If the owner does not evict the family, the BHA must remove the unit from the HAP contract or amend the HAP contract to substitute a different unit in the project if the project is partially assisted.

Voluntary Moves from PBV:

If a HUD-VASH family is eligible to move from its PBV unit and there is no HUD-VASH tenant-based voucher available at the time the family requests to move, a family that still requires case management must wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days.

If a HUD-VASH tenant-based voucher is still not available after that period, the family must be allowed to move using its HUD-VASH voucher as tenant-based assistance. The BHA may allow the family to move using its HUD-VASH voucher as tenant-based assistance without having to meet this 180-day waiting period. The BHA may either amend the PBV HAP contract to replace the assistance in the PBV unit with one of its regular vouchers if the unit is eligible for a regular PBV or the BHA and owner may agree to temporarily remove the unit from the HAP contract. If a HUD-VASH veteran has been

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determined to no longer require case management, the BHA must allow the family to move with the first available tenant-based voucher if no HUD-VASH voucher is immediately available and cannot require the family to wait for a HUD-VASH voucher to become available.

Cases of a wrong-size PBV unit or a PBV unit with accessibility features that the family no longer requires.

If the BHA determines that a HUD-VASH family is occupying a wrong-size PBV unit or a PBV unit with accessibility features that the family does not require and the PBV unit is needed by a family that requires the accessibility features, the PHA must notify the family and the owner within 30 days of the BHA's determination. HUD applies an alternative requirement for HUD-VASH PBV units Specifically, the BHA's offer of continued housing assistance (that must be made within 60 days of the BHA's determination) must be in the form of either a HUD-VASH tenant-based voucher or another HUD-VASH PBV unit. If no HUD-VASH assistance is available for the BHA to offer within 60 days of the BHA's determination, the BHA must remove the wrong-sized or accessible unit from the HAP contract to make HUD-VASH voucher assistance available to issue the family a tenant-based HUD-VASH voucher. The required provision of tenant-based assistance requires that the family may elect to use its tenant-based assistance to remain in the same project when a PBV HAP contract terminates or expires, does not apply to families issued a HUD-VASH tenant-based voucher under this circumstance. The BHA may use another voucher to add the unit removed under this alternative requirement to the HAP contract after the family vacates the property.

Redesignation of unit

With VAMC approval, the BHA and owner may agree to amend a PBV HAP contract to re-designate a regular PBV unit as a unit specifically designated for HUD-VASH families. The BHA and owner may also agree to amend a PBV HAP contract to re-designate a unit designated for HUD-VASH families as a regular PBV unit, only if the unit is not funded through a HUD-VASH PBV set-aside award.

Zero- HAP admission

The BHA may select a unit occupied by a “zero-HAP” VASH eligible family or admit a “zero-HAP” VASH family to a unit if the PBV project is either on the grounds of a VA facility or there are VASH supportive services provided on-site at the project. During any period that the family's TTP falls below the gross rent, normal PBV requirements apply.

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PART 2
FOSTER YOUTH TO INDEPENDENCE INITIATIVE

The Foster Youth to Independence (FYI) initiative makes HCV assistance available to PHAs in partnership with Public Child Welfare Agencies (PCWAs). Under FYI, PHAs provide housing assistance on behalf of eligible youth with a history of child welfare involvement that are homeless or at risk of being homeless. Eligible households receive rental assistance and supportive services for a period of 36 months. Youth may receive up to an additional 24 months of rental assistance if they meet certain requirements.

A. PUBLIC CHILD WELFARE AGENCY (PCWA) [Notice PIH 2023-04]

The BHA must enter into a partnership agreement with a PCWA in the BHA's jurisdiction in the form of a Memorandum of Understanding (MOU).

The partnering PCWA must meet the following requirements:

1. Identify FYI-eligible youth: The PCWA must have a system for identifying eligible youth within the agency's caseload and for reviewing third party referrals.
2. System of Prioritization: the PCWA must have a system of prioritization based on the level of need of the youth and the appropriateness of intervention.
3. Written Certification: The PCWA must provide written certification to the BHA that a youth is eligible.
4. Supportive Services: The PCWA must provide or secure supportive services that are required to be offered.

The BHA has partnered with the Los Angeles County Department of Child and Family Services (DCFS) to implement the Foster Youth to Independence (FYI) program.

B. SUPPORTIVE SERVICES [Notice PIH 2023-04]

The PCWA must provide or secure a commitment to provide supportive services for participating youth for a minimum of 36 months. At a minimum, the following supportive services must be offered:

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services).
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook- up fees, and utility deposits.
3. Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher.
4. Job preparation and attainment counseling (where to look/how to apply, dress,

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grooming, relationships with supervisory personnel, etc.)

5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED) or attendance/financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

C. FYI ELIGIBILITY [Notice PIH 2023-04]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. As determined by the PCWA, eligible youth:

1. Are at least 18 years of age and not more than 24 years of age (have not yet reached their 25th birthday).
2. Have left foster care or will leave foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act.
3. Are homeless or at risk of becoming homeless at age 16 and older.

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance assuming they otherwise meet eligibility requirements.

D. WAITING LIST ADMINISTRATION

Once the BHA receives the referral from the PCWA certifying the youth is eligible for the FYI program, the BHA must compare the list of referrals to its HCV waiting list to determine if any of the referrals are already on the BHA's HCV waiting list. PCWA referrals on the BHA's HCV waiting must be assisted in order of their position on the HCV waiting. Any referrals not on the HCV waiting list must be placed on the BHA's HCV waiting list. If the BHA has a closed HCV waiting list, it must reopen the waiting list and place the FYI eligible applicants on the waiting list. The BHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants; however, the requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply.
The BHA selects eligible youths based on the BHA's regular HCV waiting list selection policies. However, per federal regulation, the BHA may not apply any residence preference to FYI voucher applicants. See chapters 3 and 4 for HCV waiting list policies.

E. HCV ELIGIBILITY DETERMINATION

Once the BHA selects an eligible youth from the HCV waiting list, the BHA must determine that the referral meets HCV program eligibility requirements. Applicants must be eligible under both FYI and HCV eligibility requirements. See chapter 2 for HCV eligibility requirements.

F. LEASE UP

The youth will be issued an FYI voucher once HCV eligibility has been determined.

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The following must be discussed during the FYI voucher briefing:

1. The extension of assistance provisions and requirements.
2. The availability of the FSS program and offer them an FSS slot, if available, or offer to place them on the FSS waiting list.
3. The supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FYI assistance.
4. All other required briefing session information described in Chapter 8 Section B.

During the briefing session, the applicant will be issued a Voucher with a term of 120 calendar days. A youth may request an extension of the Voucher for an additional 90 calendar days. The BHA must approve the extension request, whether written or oral, if it the request is made on or prior to the expiration date of the Voucher. For households with a person with a disability, an extension of 60 calendar days, in addition to the 90 calendar days, will be granted upon request as a reasonable accommodation.

The BHA will issue the applicant a notice, a minimum of 30 calendar days prior to the initial term expiration, to remind them of about the term expiration date and the process for requesting an extension of the initial term, and to inquire if the applicant is in need of assistance with their housing search.

All other processes related to voucher issuance and administration follow HCV program regulations. See chapter 8 for Voucher Issuance information.

The youth may not be 25 before the HAP contract has been executed. Should a youth fail to use the voucher, the BHA may issue the voucher to another eligible youth if one has been identified.

Turnover Vouchers

When the recipient of the FYI voucher leaves the program, the BHA must continue to use the FYI voucher for eligible youth upon turnover. If another eligible youth is not available, the BHA must notify HUD, and HUD will reduce the BHA's HCV assistance to account for the removal of the FYI assistance from the BHA's HCV baseline.

G. LENGTH OF ASSISTANCE [FR Notice 1/24/22]

As required by statute, an FYI voucher may only be used to provide housing assistance for youth for a maximum of 36 months. However, youth may receive an extension of the 36-month time limit of assistance for up to an additional 24 months if the youth is:

1. Participating in a Family Self-Sufficiency (FSS) program

2. Engaged in education, workforce development, or employment activities for at least 9 months of the 12-month period preceding the extension, if the youth

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was unable to enroll in an FSS program.

3. Eligible for one of three statutory exceptions

Extension of Assistance for FSS Enrollment prior to 36 Months

To receive the 24-month extension of voucher assistance, a FYI youth must enroll in the FSS program during their first 36 months of assistance (unless the youth meets one of the statutory exceptions described later in this section). If the BHA is unable to offer a FYI youth an FSS slot during their first 36 months of rental assistance, the youth is considered to have been "unable to enroll" in the program and may have their voucher extended by meeting the education, workforce development, or employment requirements, described later in this section.

The BHA must inform the FYI youth of the availability of the FSS program at the time the voucher is issued and offer them an FSS slot, if available, or offer to place them on the FSS waiting list.

Extension of Assistance for FSS Enrollment Between 36 and 48 Months

If an FSS slot becomes available between the 36-month and 48-month mark the BHA must offer the slot to a FYI voucher participant who had their voucher extended based on other eligible criteria .The BHA must work with the FYI voucher holder to determine whether enrollment in FSS is feasible and in their best interest given any education, workforce development, or employment activities that the FYI voucher holder is engaged in and any statutory exceptions that apply to the FYI voucher holder, as well as the remaining time on their FYI voucher.

If the FYI voucher holder accepts the FSS slot, the BHA must work with them to establish Contract of Participation goals and an Individual Training and Services Plan (ITSP) that can be accomplished within the period left on their FYI voucher. If the youth does not accept the FSS slot, the youth must meet one of the statutory exceptions or the education, workforce development, or employment requirement to receive an extension of rental assistance at the end of the 48 months.

Extension of Assistance for Youth Engaging in Education, Workforce Development, or Employment Activities

If the FYI youth has been unable to enroll in the FSS program during the first 36 months of receiving FYI assistance, the FYI voucher holder is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit. Extensions will be granted provided that the FYI voucher holder engaged in at least one of the education, workforce development, or employment activities described below for a minimum of nine months of the 12-month period preceding each extension.

To meet the nine months out of the preceding 12 months requirement, the FYI voucher holder may have engaged in one of the education, workforce development, or employment activities described below or a combination of these activities.

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The education, workforce development, or employment criteria are as follows:

1. The FYI voucher holder was engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent, as defined by the U.S. Department of Labor
2. The FYI voucher holder was enrolled in an *institution of higher education*, as such term is defined in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)) or an institution that meets the definition of a *proprietary institution of higher education* or a *postsecondary vocational institution* under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965 (20 U.S.C. 1002(b)(1) and (c)(1)), respectively.
    - The BHA requires that the FYI voucher holder must be enrolled on at least a half-time basis, as defined by the institution which they attend.
3. The FYI voucher holder was participating in a career pathway, as such term is defined in Section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).
4. The FYI voucher holder was employed.
    - The BHA requires that the FYI voucher holder must be working at least 20 hours a week.

The BHA will remind the FYI voucher holder at their second regular reexam of the education, workforce development, and employment requirements described above if the youth was not provided with the opportunity to enroll in the FSS program during the first 24 months of FYI assistance.

The BHA will send FYI participants a notice on how to demonstrate that they meet one of the conditions described above prior to the 36-month or 48-month recertification period.

Due to the timing of when the BHA verifies compliance and conducts the annual reexamination, the FYI youth may have not yet met the 9-month requirement but may be able to demonstrate that they will meet the 9-month requirement as of the end of the 36-month or 48-month period. In such cases, the FYI youth will still be considered to have met the requirements. The BHA will then conduct an annual reexamination. If the annual reexamination determines that the youth is still eligible for the HCV program, the BHA must provide the FYI youth the extension of voucher assistance.

Statutory Exceptions

FYI voucher holders will be entitled to receive an extension of assistance for up to 24 months beyond the 36-month time limit without participating in the BHA's FSS program or engaging in one of the education, workforce development, or employment activities if they certify that they meet one of the exceptions below:

1. The FYI voucher holder is a parent or other household member responsible for the care of a dependent child under the age of six or for the care of an incapacitated person.

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- The BHA defines an incapacitated person as a person under the age of eighteen years, or an adult individual who is unable to provide food, clothing, or shelter.

2. The FYI voucher holder is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.

3. The FYI voucher holder is a person who is incapable of complying with the requirement to participate in a FSS program as described above or engage in education, workforce development, or employment activities as described below, as applicable, due to a documented medical condition.

- The BHA defines a medical condition as a specific health issue or illness that can be diagnosed by healthcare providers based on symptoms, medication use, or diagnostic testing.

The BHA will require a self-certification from the youth prior to the 36 month and 48 moth annual reexamination to verify that the youth meet one of the exceptions.

If the BHA determines that the youth meets one of the statutory conditions described above, the BHA will then conduct an annual reexamination. If the annual reexamination determines that the youth is still eligible for the HCV program, the BHA must provide the FYI youth the extension of voucher assistance.

H. TERMINATION OF ASSISTANCE

Failure of the FYI voucher holder to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FYI assistance prior to the annual reexam.

Termination of a FYI voucher is handled in the same way as with any HCV; therefore, termination of a FYI voucher must be consistent with HCV regulations at 24 CFR Part 982, Subpart L and BHA policies in Chapter 11.

Prior to termination, the BHA must offer the FYI voucher holder the opportunity to request an informal hearing, in accordance with Chapter 11.

Vouchers are limited by statute to a total of between 36 months and 60 months of housing assistance. At the end of the statutory period, assistance must be terminated. However, any period for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the limitation.

The FYI participant's rental assistance may not be terminated if they decline supportive services.

The BHA may not transfer the assistance of FYI voucher holders to regular HCV assistance upon the expiration of the limit on assistance. It is also not permissible to reissue another FYI to the same youth upon expiration of their FYI assistance.

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I. PORTABILITY

Portability for an FYI youth is handled in the same way as for a regular HCV family. The BHA may not restrict or deny portability for an FYI youth for reasons other than those specified in the HCV program regulations.

An FYI youth does not have to port to a jurisdiction that administers FYI vouchers.

If the receiving PHA absorbs the voucher, the receiving PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the receiving PHA absorbs the youth into its regular HCV program, that youth becomes a regular HCV participant with none of the limitations of an FYI voucher.

The BHA and receiving PHA must work together to initiate termination of assistance upon expiration of the time limit on assistance if the receiving PHA does not absorb the youth into its regular HCV program.

J. PROJECT-BASING FYI VOUCHERS

The BHA may project-base certain FYI vouchers without HUD approval in accordance with all applicable PBV regulations and BHA policies in Chapter 18.

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GLOSSARY

ABATEMENT. The suspension of Housing Assistance Payments to the owner due to HQS noncompliance, until deficiencies are corrected and the unit passes inspection.

ADMINISTRATIVE PLAN. The HUD required written policy of the Housing Authority governing its administration of the Section 8 Program.

ABSORPTION. In portability, the point at which a receiving Housing Authority stops billing the initial Housing Authority for assistance on behalf of a household that is exercising portability.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A grant agreement between HUD and the Housing Authority which establishes the basic terms and conditions for the Housing Authority's public housing program.

ADJUSTED INCOME. Annual income minus allowable deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the Housing Authority for administration of the Section 8 Program.

ADMINISTRATIVE FEE RESERVE. Account established by the Housing Authority from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first Housing Assistance Payments contract on behalf of the very low-income household. This is the point when the applicant becomes a participant in the Program.

ANNUAL BUDGET AUTHORITY. The maximum annual amount of funds that HUD has allocated for each funding increment allocated to an individual Housing Authority.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) minus the allowances.

APPLICANT. A person or family that has applied for admission to the Section 8 Program but is not yet a participant in the program.

APPLICANT WAITING LIST. A list of Section 8 Program applicants that is organized by preference categories.

ASSETS. Value of equity in savings accounts, checking accounts, retirement accounts, real property, stocks, bonds, and other forms of capital investment.

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CHILD CARE EXPENSES. Amounts paid by the household for the care of minors under 13 years of age where such care is necessary to enable a household member to be employed or to attend school.

CITIZEN. A citizen or national of the United States.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. A written contract between HUD and the Housing Authority where HUD agrees to provide funding for operation of the Section 8 Program and the Housing Authority agrees to comply with all Program requirements.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the household is already receiving assistance under any 1937 Housing Act program when the household is admitted to the Section 8 Program.

DAY LABORER. An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

DEPENDENT. A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student.

DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled household members which enable a household member, including the disabled member, to work.

DISABLED PERSON. A person who is any of the following:
A person who has a disability as defined in section 223 of the Social Security Act.
A person who has a physical, mental, or emotional impairment that:

a. Is expected to be of long-continued and indefinite duration;
b. Substantially impedes his or her ability to live independently; and
c. Requires more suitable housing for independent living.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7).

DISABLED FAMILY. A family or household where the head or spouse meet any of the above criteria for disabled person.

DISPLACED PERSON. A person or household displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMESTIC VIOLENCE. Encompasses felony or misdemeanor crimes committed by a current or former spouse or intimate partner. It includes physical abuse, sexual abuse, or

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any pattern of coercive behaviors such as verbal, psychological, economic, or technological abuse, even if these behaviors are not criminal.

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

EARNED INCOME. Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

ECONOMIC ABUSE. In the context of domestic violence, dating violence, and abuse in later life, refers to controlling or manipulative behaviors that limit a person's access to or control over their economic resources. This includes actions such as:

1. Restricting access to money, assets, credit, or financial information.
2. Unfairly using someone else's financial resources for personal gain.
3. Exerting undue influence over financial decisions, such as forcing defaults on financial obligations or exploiting legal powers like powers of attorney, guardianship, or conservatorship.

ELDERLY FAMILY. A family or household whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

EXCEPTED UNITS OR HOUSING EXEMPTION. Units in a multifamily building that are specifically made available for qualifying families who are elderly, disabled, or a family receiving supportive services.

EXCEPTION PAYMENT STANDARD. As a reasonable accommodation, a PHA may approve a payment standard amount up to 120 percent of the published fair market rent (FMR) if its payment standards are set below 110 percent of the FMR. Such higher payment standards must be requested by the family and subsequently approved, as necessary, by the PHA after a family with a disabled person or an individual person with disabilities locates a unit. An exception payment standard exceeding 120 percent of the FMR will require HUD approval.

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EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled households in excess of 3% of Annual Income which are not reimbursable from any other source.

FAIR MARKET RENT. The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of a modest, non-luxury nature with suitable amenities. Fair market rents for existing housing are established by HUD according to bedroom size.

FAMILY. A person or group of persons, regardless of actual or perceived sexual orientation, gender identity or marital status, as defined in 24 CFR 5.403. Family does not include live-in aides or foster children/adults. Family size is used to calculate subsidies and payments.

FAMILY COMPOSITION. A family may be as single person, or a group of persons as defined in 24 CFR 982.201(c).

FAMILY OBLIGATIONS. Specific requirements that the participant must meet in order to remain eligible for the Section 8 Program as described in 24 CFR 982.551. These obligations include providing complete and truthful information and abiding by the lease and the lease addendum. The Family Obligations are clearly stated on the Voucher.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS). The component of the Section 8 Program where the participants enter into a Contract of Participation whereby, they agree to meet certain goals to become financially self-sufficient.

FEDERAL PREFERENCE. A preference under federal law for admission of applicant families that are any of the following:

a. Involuntarily displaced; or
b. Living in substandard housing (including the homeless); or
c. Paying more than 50 percent of household income for rent.

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

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

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FOSTER CHILD CARE PAYMENT. Payment to eligible households by State, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school as well as an institution offering a college degree. A person pursuing full-time vocational training is considered a full-time student.

GROSS ANNUAL INCOME. The anticipated total Annual Income of an eligible applicant family and participant household from all sources for the 12-month period following the date of determination of income.

GROSS RENT. The sum of the rent charged and the utility allowance.

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HEALTH AND MEDICAL CARE EXPENSES. Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

HOMELESS. As defined under SEC. 103. [42 USC 11302], the term “homeless”, means— (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground. These households must be determined and referred to the Section 8 Program by qualified service providers.

HOUSEHOLD. The assisted family and the PHA-approved members who live in the unit including foster children/adults and live-in aides. Household members are used to determine unit size.

HOUSING ASSISTANCE PAYMENT. The monthly Section 8 payment paid directly to the landlord from the Housing Authority.

HOUSING ASSISTANCE PAYMENTS CONTRACT. A written contract between the Housing Authority and an owner in the form prescribed by HUD headquarters, in which the Housing Authority agrees to make monthly housing assistance payments to the owner on behalf of a Program participant.

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HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the section 8 Program.

HUD. The United States Department of Housing and Urban Development.

HUD REQUIREMENTS. The federal requirements for the Section 8 Program which are issued by HUD headquarters in Washington D.C. and are published in the Code of Federal Regulations, the Federal Register, HUD notices or other binding program directives.

IMPUTED INTEREST INCOME. When an asset does not have an established interest rate, the savings account passbook interest is applied to impute the annual earnings of the asset. This calculation is used when assets exceed $5,000.

INCOME. The amount of money coming into the applicant family or participant household from all sources for each member.

INDEPENDENT CONTRACTOR. An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

INFORMAL HEARING. The appeal procedure for Section 8 participants who have their assistance terminated. The Informal Hearing is conducted by an outside hearing officer from the Los Angeles County Bar Dispute Resolution Board.

INFORMAL REVIEW. The appeal procedure for applicants who are denied participation in the Section 8 Program due to ineligibility or failure to cooperate. The Informal Review is conducted by the Housing Authority Manager or his/her designee.

INITIAL HOUSING AUTHORITY. In portability, the term refers to the Housing Authority that issues the Voucher that is used by the participant exercising portability.

INS. The United States Immigration and Naturalization Service.

INVOLUNTARILY DISPLACED PERSON. Households are considered involuntarily displaced when they must move out of their units due to circumstances beyond their control.

The specific causes are listed in 24 CFR 5.420 and include:

a. A disaster (fire, flood, earthquake, etc.) has caused the unit to be uninhabitable;

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b. Federal, State or local government action related to code enforcement, public improvement or development;
c. Actions by the landlord, except rent increases, which are beyond the applicant's control;
d. Actual or threatened physical violence;
e. Participation in the Witness Protection Program;
f. Hate crimes;
g. Non-suitability of unit due to disability;
h. HUD disposition of a multi-family project under Section 203 of the Housing and Community Development Amendments of 1978.

JURISDICTION. The area in which the Housing Authority has authority under State and local law to administer the program.

LANDLORD. This term refers to either the owner of the property or his/her representative or the managing agent or his/her representative, as designated by the owner.

LEASE. A written agreement between an owner and a tenant for the rental of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by the tenant.

LEASE ADDENDUM. This is a document written by HUD which specifies certain Section 8 Program requirements.

LIVE-IN AIDE. A person who resides with an elderly or disabled person and who:
a. Is determined to be essential to the care and well-being of the person.
b. Is not obligated for the support of the person.
c. Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the Housing Authority to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family or household whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for household size.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. A deduction for elderly households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of annual income.

MINOR. A member of the household (excluding foster children) other than the head of household or spouse who is under 18 years of age.

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MIXED FAMILY. A family or household with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3).

MONTHLY ADJUSTED INCOME. One-twelfth of annual income minus allowances.

MONTHLY GROSS INCOME. One-twelfth of the gross annual income.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NET FAMILY ASSETS. The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. Standards established by the Housing Authority to determine the appropriate number of bedrooms for households of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT. A household that has been admitted to the Section 8 Program. The applicant becomes a participant on the effective date of the Housing Assistance Payments contract.

PASSBOOK RATE. A HUD established minimum interest rate used to calculate income from a household's savings or assets.

PAYMENT STANDARD. The maximum subsidy payment according to bedroom size shown on the Voucher.

PEER-TO-PEER. A payment application *(e.g., Apple Pay, Venmo, Cash App, Pay Pal, Zelle, etc.)* can receive funds from anyone, including employers and buyers of goods. The Peer-to-Peer payment app can be used to receive income or hold assets *(money)*.

PERMANENT SUPPORTIVE HOUSING (FORMERLY SHELTER PLUS CARE). Is designed to provide housing and supportive services on a long-term basis for persons who meet the definition of homelessness as defined under 24 CFR 91.5, and are provided access to support services needed in order to remain housed.

PERSONS WITH DISABILITIES. Individuals with any condition or characteristic that renders a person an individual with a disability as defined in 24 CFR 8.2.

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PERSONALLY IDENTIFIABLE INFORMATION (PII). Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the Housing Authority that issued the Voucher.

PROJECT BASED VOUCHERS (PBV). A component of a public housing agency's Housing Choice Voucher program. The PHA uses its tenant-based voucher funding to allocate project-based units to a project.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market and for comparable unassisted units in the same building.

RECEIVING HOUSING AUTHORITY. In portability, the Housing Authority that accepts a Voucher that was issued by another Housing Authority.

RECERTIFICATION. The annual process of securing documentation of total household income used to determine the tenant portion of the rent for the next 12 months.

REMAINING MEMBER OF TENANT HOUSEHOLD. Person left in assisted housing after all of the other household members have vacated the unit.

SEASONAL WORKER. An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

SENSITIVE PERSONALLY IDENTIFIABLE INFORMATION (SPII). Personally Identifiable Information (PII) that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account number such as credit or debit card numbers.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the Section 8 waiting list or without considering the applicant's waiting list position.

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SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for Single Room Occupancy housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPECIAL PURPOSE VOUCHER. A specific type of HCV program administered by the BHA that provides rental assistance resources to specific populations to support the community's plan to end homelessness.

SPOUSE. The husband or wife of the head of the household.

SUBSIDY STANDARDS. Standards established by the Housing Authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD HOUSING. Unpermitted structures as designated by a government official in the course and scope of their official duties such as a code enforcement officer or building inspector.

SUSPENSIONS. Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval (RTA) to lease a unit, until the time when the PHA approves or denies the request. This practice is also called "tolling".

TECHNOLOGICAL ABUSE. Refers to harmful behaviors within domestic violence, sexual assault, dating violence, or stalking that involve the use of technology. This includes actions like threatening, controlling, harassing, exploiting, or monitoring someone through devices like computers, mobile phones, cameras, apps, or location tracking tools, with the intent to cause harm or exert power over the victim.

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

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNEARNED INCOME. Any annual income, as calculated under Chapter 5, that is not earned income.

UNIT. Residential space for the private use of a household.

UTILITIES. Utilities include water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

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VERY LOW-INCOME FAMILY. A family or household with an annual income below 50% of the median income for the area, as determined by HUD, with adjustments for household size.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VETERAN FAMILY. A family or household of a veteran or service person occurs in situations where:

a. The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a household member at the time of death.
b. The veteran or service person, unless deceased, is living in the household or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the household contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a household member at the time of hospitalization.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER. The document issued to an eligible applicant/participant by the Housing Authority to show that the person is eligible for the Section 8 Program.

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APPENDIX A

2027 HUD Inflation-Adjusted Values (Table 1): Effective January 1, 2027

Note: If your agency/property/program administrator is not yet complying with Sections 102 and 104 of HOTMA, you will not utilize this table. Annual inflationary adjustments, the new thresholds (e.g., asset limitation), and the requirement to use this passbook rate are among the provisions of Sections 102 and 104 of HOTMA.

Calculation Component	Adjusted Item	Regulatory Reference	Amount	Applicable Programs[1]
Asset Limitation	Eligibility restriction on net family assets	24 CFR § 5.618(a)(1)(i)	$109,797	Section 8 PBRA, 202/8, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA
Annual Income	Threshold above which imputed returns must be calculated on net family assets	24 CFR §§ 5.609(a)(2) and (b)(1)	$54,898	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
	Threshold above which the total value of non-necessary personal property is included in net family assets	24 CFR § 5.603(b) Definition *Net family assets*	$54,898	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
	The amount of net assets for which the PHA/MFH Owner/ Grantee may accept self-certification by the family	24 CFR § 5.618(b)(1) 24 CFR § 5.659(e) 24 CFR § 92.203(e)(1) 24 CFR § 93.151(e)(1) 24 CFR § 882.515(a) 24 CFR § 882.808(i)(1) 24 CFR § 960.259(c)(2) 24 CFR § 982.516(a)(3)	$54,898	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF

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[1] Some components in Tables 1 & 2 may also apply to other HUD programs not listed here that use the definitions of annual income and adjusted income in 24 CFR Part 5, subpart F to determine eligibility or assistance levels.

Calculation Component	Adjusted Item	Regulatory Reference	Amount	Applicable Programs[1]
Annual Income	Income exclusion for earned income of dependent full-time students	24 CFR § 5.609(b)(14)	$525	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
	Income exclusion for adoption assistance payments	24 CFR § 5.609(b)(15)	$525	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
Adjusted Income	Mandatory deduction for elderly and disabled families	24 CFR § 5.611(a)(2)	$575	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME
	Mandatory deduction for a dependent	24 CFR § 5.611(a)(1)	$525	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME

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2027 HUD Passbook Savings Rate (Table 2): Effective January 1, 2027

Adjusted Item	Regulatory Reference	Rate	Applicable Programs
Passbook Savings Rate	24 CFR 5.609(a)	0.38%	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF

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BURBANK HOUSING AUTHORITY

SECTION 8 PROGRAM ADMINISTRATIVE PLAN

PROPOSED CHANGES

JULY 2026

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CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U. S. Housing Act of 1937. On October 21, 1998, the Quality Housing and Work Responsibility of Act of 1998 was signed into law which substantially changed the Section 8 Program. In the past there had been two forms of assistance, namely Certificates and Vouchers, but this new Act combined the two into the new Housing Choice Voucher Program. This Administrative Plan implements those changes. Administration of the Section 8 Program and the functions and responsibilities of the Burbank Housing Authority staff shall be in compliance with the City of Burbank's Personnel Policy and the U. S. Department of Housing and Urban Development's (HUD) Section 8 Regulations, as well as all applicable federal and state laws.

The funding source for the Section 8 Program is an Annual Contributions Contract between the Burbank Housing Authority and the U. S. Department of Housing and Urban Development. The federal funds come directly to the Burbank Housing Authority and are used for Program implementation and administration. The Section 8 Program is self-supporting from the federal government and does not use local funds.

A. PROGRAM DESCRIPTION

The Section 8 Program is a federally funded rental assistance program where the Burbank Housing Authority makes rent payments to private landlords every month on behalf of very low-income tenant households. The U. S. Department of Housing and Urban Development enters an Annual Contributions Contract with the Housing Authority to pay a certain amount of money every year to administer the Program. The contract specifies the amount of money that will be received and the number of households that can be assisted. When the maximum number is reached, the Program is considered full and someone must leave the Program in order to allow a new person to participate.

When the Section 8 Program is open for new applications, an interested person can fill out an application and submit it directly to the Burbank Housing Authority. The applicant name is placed on the Applicant Waiting List and when the name is selected as outlined later in this Administrative Plan, the person is called to the office for an interview. In order to qualify for the Program, the income for the applicant family must be below 50% of median for Los Angeles County (new income limits are utilized as soon as they are available). Income is verified by the Housing Authority and new participants must be U. S. citizens or legal immigrants to qualify for assistance. After the tenant is determined eligible, a Section 8 Voucher is issued which gives the tenant 120 days to locate a suitable rental unit. The tenant may elect to stay in his/her current rental unit, if the landlord agrees

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to participate in the Program, or the tenant may locate a unit anywhere in the United States. The Voucher specifies a certain dollar amount that the Housing Authority will pay directly to the landlord on behalf of the tenant each month. The Section 8 Housing Choice Voucher Program is designed to give the tenant freedom and flexibility to choose a place to live.

The unit selected may be a house or an apartment, and it must be decent, safe, and sanitary. The rent must be reasonable compared to similar units that are not on the Section 8 Program. Every year the unit will be inspected by the Housing Authority to verify the condition. In addition, the income of the tenant household will be verified annually, and eligible tenants may remain on the Program indefinitely.

B. HISTORY OF THE BURBANK HOUSING AUTHORITY

The creation of the Burbank Housing Authority was authorized by Resolution 17,164, which was passed by the Burbank City Council on June 17, 1975, in accordance with Section 34240 of the Health and Safety Code of the State of California. The Burbank City Council also passed Resolution 17,165 on June 17, 1975, which declared that the City Council members would serve as the Commissioners of the Housing Authority in accordance with Section 34290(a) of the Health and Safety Code of the State of California. The by-laws for the Burbank Housing Authority were adopted on July 1, 1975, by Housing Authority Resolution H-4.

The initial allocation of funding for the Section 8 Program in 1975 was $92,000 for a total program size of 40 Certificates. Over the years, the Section 8 Program has increased in various funding increments to a total of 1,014 Certificates and Vouchers. Each year, as funding for the program is received, staff will provide an annual update to the Housing Authority Board on voucher utilization. In 1992, the Burbank Housing Authority started participating in the Family Self-Sufficiency component of the Section 8 Program which provides incentives to families to become financially independent. The Family Self-Sufficiency Program will be discussed in Chapter 14.

The jurisdiction of the Burbank Housing Authority is the City of Burbank; however, tenants are able to take their Section 8 assistance with them to other parts of the country. The Burbank Housing Authority works cooperatively with other Housing Authorities to transfer tenants when requested. This ability to move from one jurisdiction to another is called portability and will be discussed in Chapter 8.

C. PROGRAM GOALS AND OBJECTIVES [24 CFR 982.1]

The goal of the Burbank Housing Authority is to assist the most needy and vulnerable applicants in the City of Burbank such as those applicants that pay a disproportionate share of their income on rent. The Section 8 Program aims to provide affordable housing to those existing, very low-income applicants by implementing the Section 8 Program, the

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Burbank Housing Authority is able to take existing units in the private rental market and make them affordable to existing, very low-income applicant families (defined in Chapter 2). The Burbank Housing Authority has a commitment to provide the highest level of service to assist the greatest number of people possible while staying within the available funding. This commitment to the highest level of service will be supported by use of administrative fee reserve funds when necessary. It is the policy of the Burbank Housing Authority to achieve and maintain full lease-up of all Vouchers. The Section 8 Program is designed to achieve these major objectives:

1. To provide affordable rental housing that is ~~decent,~~ safe, and ~~sanitary~~ habitable to existing, very low-income applicants.
2. To ensure that all units in the Program meet Housing Quality Standards and that tenants pay fair and reasonable rents.
3. To promote fair housing and the opportunity for very low-income applicants of all ethnic backgrounds to experience freedom of housing choice.
4. To promote a housing program which maintains quality service and integrity which encourages private property owners to rent to very low-income households.

D. PURPOSE OF THE PLAN [24 CFR 982.52 and 982.54]

The purpose of the Section 8 Administrative Plan is to establish policies and procedures to implement the Program in a manner consistent with HUD requirements and local objectives. Section 8 Program requirements are specified in the Code of Federal Regulations, and it is not the purpose of this Plan to restate those regulations. This Plan will describe the policies concerning the functions for which there is discretion to establish local policies and procedures. These policies will cover applicants and participants in the Section 8 Program. The Burbank Housing Authority is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

E. FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]

It is the policy of the Burbank Housing Authority to comply fully with all applicable federal and state laws governing fair housing and equal opportunity in housing and employment. No applicant will be denied the opportunity to apply for or receive assistance under the Section 8 Program on the basis of race, color, sex, religion, creed, national or ethnic origin, and age or on the actual or perceived familial or marital status, sexual orientation, gender identity or disability.

To further its commitment to full compliance with applicable civil rights laws, the Burbank Housing Authority will provide information concerning federal and state legislation to Program participants. Such information will be made available during the initial briefing

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session and will be contained in the briefing packet. The discrimination complaint forms provided by HUD will also be included.

Tenant Outreach

The Burbank Housing Authority will publicize the availability of applications for Section 8 assistance when the size of the waiting list is not sufficient to accommodate new allocations of funding or existing Program turnover. Advertisements and articles will be placed in newspapers, such as The LA Times, The Daily News, La Opinion, The Sentinel, a local Armenian language newspaper and posted on social media. Notices will also be provided in English, Spanish and Armenian and will be placed in public places. Information concerning eligibility guidelines and Program benefits will be distributed to other service providers in the community to enable them to make client referrals for housing assistance.

Owner Outreach

The Burbank Housing Authority encourages owners of decent, safe and sanitary housing units to lease to Section 8 households. A list of available units is maintained for the Section 8 Program and is updated monthly. To ensure greater mobility and housing choice for very low-income tenants, the list contains information about available rental units that are located throughout the City of Burbank. This list is available in the Burbank Housing Authority office and can be mailed to Program participants upon request. The initial briefing packet for new participants will also include this list.

F. REASONABLE ACCOMMODATIONS POLICY [24 CFR 8.28-]

The policies and practices of the Burbank Housing Authority are designed to provide equal access to services for a person with disabilities. A reasonable accommodation is an exception or adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the HCV program. The Burbank Housing Authority will provide portable assisted hearing devices, sign language interpreters, and a Braille translation service, as necessary. In addition, the Burbank Housing Authority office is wheelchair accessible and informational posters are placed in such a manner as to make them easily readable from a wheelchair.

Pursuant to the federal Fair Housing Act, the Americans with Disabilities Act (ADA), and the California Fair Employment and Housing Act, the City of Burbank Housing Authority is dedicated to providing any accommodation that is reasonably necessary to afford persons with qualified disabilities an equal opportunity to participate in the Section 8 Program.

To have equal access to the HCV program, persons with qualifying disabilities may request a reasonable accommodation and shall be referred to the City of Burbank ADA

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Coordinator to participate in an interactive process with the Burbank Housing Authority, to determine what reasonable accommodation(s) may be granted.

G. ADMINISTRATIVE FEE RESERVE [24 CFR 982.155(B)]

The funding for the Section 8 Program allows the Burbank Housing Authority to earn administrative fees based on the number of units that are leased under the Program every month. There is an established HUD formula for calculating these administrative fees.

Any administrative fee reserve funds are to be used first to cover any Program expenses that are not covered by the annual earned administrative fees, but the remainder of the reserve funds may be used for other housing purposes. Any plans to spend reserve funds for purposes other than Program maintenance need to have Housing Authority Board approval.

H. TRANSLATION OF DOCUMENTS

The Burbank Housing Authority has bilingual staff to assist non-English speaking persons in Armenian and Spanish languages. The City of Burbank has the ability to provide translation services to the Housing Authority in the languages of Farsi, Arabic, Russian, Korean, Mandarin Chinese, Toisan Cantonese, Filipino Tagalog, and Spanish Tagalog upon request. Any written translation of documents will be reviewed on the basis of need and cost considerations. In determining whether it is feasible to provide translation of documents written in English into other languages, the Burbank Housing Authority will consider the number of applicants and participants who do not speak English and speak the other language. If it is determined that translating a document into a different language is not feasible, Burbank Housing Authority will make other efforts to explain the information contained in such documents to applicants and participants in their language. At any time that a person not fluent in English requests an Informal Hearing, the Burbank Housing Authority will have an interpreter present at the hearing whenever possible. The interpreter will execute a statement that the tenant had all of the information explained at the time of the hearing. That document will be retained in the tenant file.

I. MANAGEMENT ASSESSMENT OBJECTIVES (SEMAP)

In an effort to monitor the performance of the housing agencies that administer the Section 8 Program, HUD has established the Section 8 Management Assessment Program (SEMAP). There are several areas of Program implementation that are included in SEMAP. Housing agencies are required to submit an annual certification that their policies and practices are in compliance with HUD standards. Every month, information concerning the Program is transmitted electronically to HUD for reporting purposes. This information gives HUD the ability to monitor performance without making a site visit. The quality control policies and practices of the Burbank Housing Authority are consistent with

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the goals and objectives of the Section 8 Management Assessment Program. The indicators that are included in this evaluation system include:

1. Selection from the Waiting List.
2. Rent Reasonableness.
3. Determination of Adjusted Income.
4. Utility Allowance Schedule
5. Quality Control Inspections for Housing Quality Standards.
6. Housing Quality Standards Enforcement.
7. Expanding Housing Opportunities.
8. Fair Market Rent/Exception Rent and Payment Standards Compliance.
9. Timeliness of Annual Recertification.
10. Correct Tenant Rent Calculations.
11. Pre-Contract Housing Quality Standards Inspections.
12. Annual Housing Quality Standards Inspections.
13. Lease-up Rate.
14. Family Self-Sufficiency Program Enrollment.
15. Percent of Family Self-Sufficiency Participants with Escrow Account Balances.

J. RECORDS MANAGEMENT

In order to demonstrate compliance with HUD regulations, the Burbank Housing Authority will maintain records, reports and other documentation for a period of three years. Effective January 1, 2011, all documents pertaining to active files will be scanned and stored electronically within the Housing Pro software system. Once scanned, all hardcopies will be stored for three years and then destroyed. The tenant file will contain the original hardcopy eligibility certification documents. Upon termination of a participant from the Program, records will be maintained for three years then destroyed.

K. THE HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT OF 2016 (HOTMA)

On July 29, 2016, The Housing Opportunity Through Modernization Act (HOTMA) was signed into law. HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937(1937 Act), including significant changes to income calculation, net family assets, and income reviews. The rule was officially published in the Federal Register on February 14, 2023, and revises HUD regulations found in 24 CFR Part 5 and 24 CFR Part 982.

This administrative plan has been updated to comply with ~~the following required HOTMA provisions; Use of HUD 9886-A (a HUD form), Income Exclusions, Definitions, De Minimis Errors. All remaining provisions in Section 102 and 104 will be issued at a later date per HUD guidance.~~all HOTMA regulations.

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CHAPTER 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

INTRODUCTION

This Chapter defines the criteria used to determine eligibility for admission to the Section 8 program. It is the policy of the Burbank Housing Authority to be objective and consistent in applying these criteria to evaluate the eligibility of those who apply. Only the factors described in this Chapter will be used to determine eligibility. Applicants will be provided the opportunity to explain their circumstances, to furnish additional information, and to receive an explanation of the basis for any decision made by the Burbank Housing Authority pertaining to their eligibility.

Eligibility Factors

To be eligible for participation, an applicant must: 1) meet the income and asset guidelines as an applicant family1; 2) must provide Social Security numbers for every person listed on the application; and 3) must be a citizen of the United States or an eligible immigrant. Initial eligibility for placement on the Section 8 applicant waiting list will be made in accordance with these eligibility factors. Verification will not be obtained until the applicant is selected from the list.

A. FAMILY COMPOSITION [24 CFR 5.403, 982.201]

An applicant family includes every person listed on the application including but not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or marital status. Each applicant for assistance under the Housing Choice Voucher program must meet the BHA's definition of family as described below:

(1) A single person, who may be:

(i) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;

(ii) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

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(2) A group of persons residing together, and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

(ii) An elderly family;

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

(vi) The remaining member of a tenant family.

Household

A household includes the applicant family (all the persons that applied together as described in Chapter 2), and any additional persons approved by the BHA to live (meeting residency timeframes in Chapter 5) in the assisted unit, including but not limited to: lodgers, foster adult/children, wards of the State, care takers and live-in aides. A person living alone in a housing unit or a group of unrelated people sharing a housing unit such as partners or roommates are also counted as a household.
The various compositions of family and household include the following designations:

Head of Household

The head of household is the adult member of the household who is responsible for paying the rent. This person must have the legal capacity to enter into a lease under state or local law. Emancipated minors who qualify under state law will be recognized as the head of household.

Spouse of Head

Spouse means the husband or wife of the head of household. The term "spouse" does not apply to boyfriends, girlfriends, or significant others.

Live-in Aide

A household may include a live-in aide provided that she/he is determined by a medical doctor to be essential to the care and well-being of an elderly or disabled member of the household. The doctor must provide written verification concerning the medical need for the live-in aide and must include the hours the care will be provided. Relatives are not automatically excluded from being live-in aides. The live-in aide must not be obligated for the support of the person being cared for and would not be living in the unit except to provide care. Voucher Size Determination for a household with a Burbank Housing Authority approved live-in aide will follow policies outlined in Chapter 7 – Subsidy Standards.

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The income of a live-in aide is not to be counted for purposes of determining eligibility. Live-in aides are not subject to Non-Citizen Rule requirements and they are not considered to be a remaining member of the household if the tenant leaves the unit. A live-in aide may only reside in the unit with the approval of the Burbank Housing Authority.

At any time, a particular individual may be disapproved as a live-in aide or previous approval maybe with drawn if:

1. The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
2. The person commits drug-related criminal activity or violent criminal activity; or
3. The person currently owes rent or other amounts to the Burbank Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When an applicant family or household on the Section 8 applicant waiting list splits into two otherwise eligible households, the members of the family/household must decide which component will remain on the Section 8 Applicant Waiting List. It is not a decision to be made by the Housing Authority.

Income of Applicant Family Members

The incomes of all members of the applicant family, listed on the application, will be taken into consideration to determine eligibility for the Section 8 Program. Applicant family members cannot exclude themselves from consideration.

Joint Custody of Children

Children who are subject to a joint custody agreement and live with the parent who is applying for the Section 8 Program at least 51% of the time, will be considered members of the applicant family/household. The definition of "51% of the time" is 183 days of the year that do not need to be consecutive.

B. ASSET LIMITATIONS [24 CFR 5.100,5.603,5.618]

To be eligible for assistance, the applicant family must have net family assets below the HUD determined asset limitation. This Asset limitation is adjusted for inflation annually and can be found in Appendix A.

Applicant families may also not have present ownership interest in, a legal right to reside in, and effective legal authority to sell a property (based on laws of the state or locality in which the property is located) that is suitable for occupancy by the family as a residence.

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Real Property Exclusions
The real property restriction does not apply to the following:

1. Any property for which the family is receiving assistance under 24 CFR 982.620 or any property for which the family is receiving assistance under the Homeownership Option in 24 CFR Part 982.
2. Any property jointly owned by a family member and another individual who does not live with the family but who resides at the jointly owned property.
3. Any property owned by a family that includes a person who is a victim of domestic violence, dating violence, sexual assault, or stalking.
4. Any property that the family is offering for sale.

The real property restriction applies only when the family has:

1. the legal right to reside in the real property. Families who claim they lack the legal right to reside in the real property must provide evidence to support their claim(s).
2. the effective legal authority to sell the real property, based on the laws of the state or locality in which the property is located. Families who claim they lack the legal authority to sell the real property must provide evidence to support their claim(s)

A property will be considered suitable for occupancy unless the family demonstrates that the real property meets one of the following five conditions:

1. The property is not capable of meeting the disability-related needs of all members of the family.
2. The property is not sufficient for the size of the family. A BHA's occupancy standards will be used for such a determination.
3. The property is geographically located so that it creates a hardship for the family.
4. The property is not safe to reside in because of its physical
5. The family does not have the legal right to reside in the property.

~~B~~C. INCOME LIMITATIONS [24 CFR 982.201, 982.353]

In order to be eligible for assistance, the applicant family must have an income that is below 50% of median income for the Los Angeles/Long Beach Standard Metropolitan Statistical Area (for the fiscal year). To determine eligibility, the gross annual income of all the persons listed on the application is compared to the applicable income limit for that number of people. Calculated income that is more than 60 days old will need to be recalculated per HUD Regulations. Applicant families with annual incomes that exceed the income limit will be denied admission and offered an Informal Review.

New admissions to the Program will be monitored so that 75% of new, eligible applicant families have incomes below 30% of median income within the fiscal year. In very limited

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circumstances, lower income, eligible applicant families with incomes below 80% of median income that have been participating in other HUD Programs may qualify for Section 8 assistance. The applicable programs are specified in 24 CFR 982.201 (b).

~~C~~D. SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218]

Prior to admission to the Section 8 Program, applicants are required to provide verification of Social Security numbers for all persons listed on the application. This requirement also applies to persons joining the household after admission to the Program. Failure to furnish verification of Social Security numbers is grounds for denial of admission or termination of assistance.

~~D~~E. CITIZENSHIP/IMMIGRATION STATUS [24 CFR Part 5, Subpart E]

In order to receive assistance, at least one applicant family member must be a U.S. citizen or an eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD. The status of each member of the applicant family is considered individually before the applicant family's status is defined. The types of family status are as follows:

1. Mixed family. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed households." Such applicant families will be given notice that their assistance will be pro-rated and that they may request an Informal Review if they contest this determination.

2. No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an Informal Hearing.

3. Non-citizen students. Applicants falling into this category are not eligible for Section 8 assistance and will be offered an Informal Hearing.

~~E~~F. INELIGIBILITY FACTORS [24 CFR 982.552(b)]

Federal requirements mandate that admission to the Section 8 Program be denied to applicants in the following situations:

1. If any member of the applicant family fails to sign and submit the HUD or Housing Authority required consent forms for obtaining information.
2. If no member of the applicant family is a citizen of the United States or eligible immigrant.
3. If an individual in the applicant family is convicted of manufacturing or producing methamphetamine.

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4. If an individual in the applicant family seeking initial eligibility is a medicinal marijuana user as further defined in Chapter 11 – Denial or Termination of Assistance.
5. If any member of the applicant family is subject to a lifetime registration requirement under a state sex offender registration program.

~~F~~G. SCREENING PROCEDURES FOR APPLICANTS [24 CFR 982.307]

In an effort to prevent future drug-related and other violent criminal activity, the Housing Authority will endeavor to screen applicants as thoroughly and fairly as possible. All screening procedures shall be consistently administered in such a way as not to violate rights to privacy or to discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected classes under the law (as described in Chapter 1). Such screening procedures will apply to all members of the applicant family who are 18 years of age or older.

Criminal history reports will be obtained for all members of the applicant family who are 18 years of age or older. Assistance will be denied if any applicant family member has ever been convicted or is currently/recently engaged (as defined in each subsection below) in one or more of the following behaviors that meet these HUD definitions:

1. *Drug-related criminal activity* is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance by any family member. Drug-related criminal activity means *on or off the* premises, *not just on or near the* premises within the last five (5) years of application review.

2. *Violent criminal activity* includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member within the last 10 years of application review.

3. *Other criminal activity* that may threaten the health, safety, or peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity by any family member within the last five (5) years of application review.

4. Any *other activity* that may threaten the health, safety, or peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity by any family member within the last five (5) years of application review.

For purposes of this section, the circumstances related to any drug related or other criminal/non-criminal, or violent criminal activity (e.g., probation, parole, status of parole, etc.) will be reviewed before denying admission. If an applicant family is denied based on criminal record, the Burbank Housing Authority will notify the household of the

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proposed action and will provide a copy of the record from which the denial is based. For Informal Review procedures for Applicants please see Chapter 13 – Complaints and Appeals.

It is a HUD requirement that persons evicted from public housing, Indian Housing, Section 23 or any Section 8 Program because of drug-related criminal activity are ineligible for admission to the Section 8 Program for a three-year period beginning on the date of such eviction.

~~GH~~. SUITABILITY AS TENANTS [24 CFR 982.202(b)(1)]

The Burbank Housing Authority may not screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the landlord to screen the applicants as to their suitability for tenancy. If an applicant feels that she/he has been discriminated against by a landlord, the Housing Authority will counsel them about their fair housing rights. The applicant will be referred to the local housing rights office to pursue housing discrimination complaints. The applicant will also be given a *Housing Discrimination Complaint* form (HUD-903) to complete and submit to the HUD Local Area Office.

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CHAPTER 3

APPLICATION PROCESS
[24 CFR 982.204]

INTRODUCTION

It is the policy of the Burbank Housing Authority to ensure that all people who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for handling new applications and the placement of those applications on the Section 8 Applicant Waiting List.

A. OVERVIEW OF THE APPLICATION PROCESS

When the Section 8 Program is open, any person who wants to apply for assistance may fill out an application. In an effort to make the application process accessible to all, the application may be given to someone other than the applicant. Upon request from a person with a disability, the application will be provided in an accessible format.

The application process will involve two phases. The first phase is the initial application for assistance, which is referred to as the pre-application. The second phase is the full application where the final determination of eligibility will be made. The full application is taken at the time that the applicant is requested to provide verification of the information provided on the pre-application.

B. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206, 982.54(d)(1)]

Opening the Applicant Waiting List

New applications will be taken when there are less than 100 Burbank residents on the Section 8 Applicant Waiting List. When the Applicant Waiting List is open, the Burbank Housing Authority will advertise through public notices in local newspapers and minority publications, including The LA Times, The Daily News, La Opinion, The Sentinel, a local Armenian language newspaper and posted on social media. The notice that is published will contain the following information:

1. The dates, times, and the locations where applicants may apply.
2. A brief description of the Section 8 program.
3. A statement that public housing residents must submit a separate application if they want to apply for the Section 8 Program.

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The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the Burbank Housing Authority office address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Applications will be made available online and will be distributed to any social service agency that requests them. These social service agencies will include, but are not limited to, the Burbank Temporary Aid Center, the Salvation Army, the Armenian Relief Society, the Burbank Family Service Agency, the Burbank Human Relations Council, the Burbank Advisory Council to the Disabled, and the Burbank Landlord Tenant Commission. Applications will also be available at all three branches of the Burbank Public Library and all of the Burbank Parks and Recreation facilities. Applications must be returned in the manner advertised by the Housing Authority Office.

Closing the Applicant Waiting List

The Burbank Housing Authority will discontinue receiving applications and close the Section 8 Applicant Waiting List per the deadline(s) given on the public notices inviting applications. The names of the new applicants will be added to the Section 8 Applicant Waiting List within the preference categories.

C. INITIAL APPLICATION PROCEDURES [24 CFR 982.204(b)]

The Burbank Housing Authority will use a pre-application for the initial application phase. The purpose of the pre-application is to provide enough information for a preliminary assessment of eligibility and to determine preference category for the Applicant Waiting List. The pre-application will contain questions designed to obtain the following information:

1. Names and ages of all members of the applicant family
2. Sex and relationship of all members.
3. Street address and phone numbers.
4. Mailing address, if different. Homeless applicants should use the address of the service provider in Burbank as further defined in Chapter – 4 Applicant Waiting List
5. Amount and source of income received by applicant family members.
6. Information regarding disabilities pertinent to allowances and deductions.
7. Information related to qualification for preferences.
8. Social Security numbers.
9. Race/ethnicity of head of household.
10. Request for specific accommodation needed to fully utilize program and services.
11. Telephone number for emergency contact person.

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Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected from the Section 8 Applicant Waiting List. Final eligibility will be determined when the full application process is completed and all information is verified. Applicants who submit pre-applications showing applicant family income that exceeds the eligibility limit will be sent a letter of ineligibility. These applicants will not be placed on the Section 8 Applicant Waiting List. The applicant may request an Informal Review and may submit other information to be used for a redetermination of eligibility.

D. STATUS ON THE APPLICANT WAITING LIST [CFR 982.204]

After the pre-application has been reviewed for income eligibility, a written confirmation of placement on the Section 8 Applicant Waiting List will be sent to the head of household. Applicants are required to inform the Burbank Housing Authority in writing when they have a change of address. Applicants are also required to respond to requests for information from the Burbank Housing Authority.

E. TIME OF SELECTION [24 CFR 982.204]

Applicants will be selected from the Section 8 Applicant Waiting List randomly based on a preference point system (described in Chapter 4) through the software program. When the applicant is selected from the Applicant Waiting List, a written request for program eligibility will be sent out, which will specify the time period (deadline) for submitting the required information. Information on incomplete submittals or changes in circumstance will not be accepted after deadline has passed, and the applicant will be removed from the Waiting List. After all of the timely verification has been received, and the applicant has been determined eligible, the applicant will be scheduled for a full application interview.

F. FULL APPLICATION PROCEDURES

All preferences claimed on the pre-application or while the applicant family is on the Section 8 Applicant Waiting List will be verified at the time that the applicant is selected. The qualification for preference must exist at the time the preference is claimed and at the time of verification. Requests for verification of all pertinent factors, such as income, assets, household composition, disability, and citizenship status will be mailed to the applicant before the interview is scheduled.

After all the verification forms have been received, the final determination of eligibility will be made. If the applicant family is determined to be ineligible for the Program, a written notification will be mailed out. The letter will contain an explanation of the reason for ineligibility determination and an opportunity to request an Informal Review.

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If the applicant family is determined to be eligible, an appointment will be made for a full application interview. The applicant is required to participate in a full application interview. The Burbank Housing Authority staff person will complete the formal application and the applicant will need to sign the form and certify that all information is complete and accurate.

All adult members must sign the *Release of Information* (HUD 9886) and the declarations and consent forms related to citizenship or immigration status. Depending on individual circumstances, applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. All applicants will be required to authorize the Burbank Housing Authority to obtain their credit reports and criminal histories. Refusal to sign any of these documents will be cause for denial of admission to the Section 8 Program for failure to provide necessary certifications and release as required by the Burbank Housing Authority.

G. VERIFICATION [24 CFR 982.201(e)]

Information provided by the applicant will be verified by using the procedures in Chapter 6. Household composition, income, allowances and deductions, assets, full-time student status, disability, eligibility factors, and other pertinent information will be verified. Written verification may not be more than 60 calendar days old at the time of issuance of a Voucher.

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CHAPTER 4

APPLICANT WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

INTRODUCTION

It is the objective of the Burbank Housing Authority to maintain an accurate Applicant Waiting List to provide an adequate pool of qualified applicants to fill vacancies in the Section 8 Program. This Chapter explains the preference categories that determine the order of placement of the applications on the Applicant Waiting List. Maintenance of accurate information on the Applicant Waiting List ensures that applicants are admitted to the Program in the proper order and in a timely manner.

A. APPLICANT WAITING LIST [24 CFR 982.202(c) and 982.204]

Names will be selected from the Section 8 Applicant Waiting List in accordance with policies and preferences defined in this Administrative Plan. The Applicant Waiting List will be maintained in a manner that an application can be tracked from date of receipt to final disposition. The pre-applications will be sorted by preference category and will be a permanent file while active on the Waiting List. While all can apply, no applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

B. PREFERENCE CATEGORIES [24 CFR 982.207 and 982.4]

The Section 8 Program allows Housing Authorities to apply local preferences to the applications in order to determine placement on the Applicant Waiting List. These preferences are intended to meet the needs of the community. The local preferences that will be used by the Burbank Housing Authority will be as follows:

Residency Preference

Applicants who reside in the City of Burbank or applicant families with a member who works or has been hired to work in the City of Burbank will be given preference over non-residents. The Section 8 Applicant Waiting List will be separated into the two broad categories of residents and non-residents. Applicants claiming additional preferences will be placed within that preference category. Burbank homeless individuals/families that have been working with qualified Burbank service providers, should utilize the Burbank address of the service provider.

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Risk of Rental Assistance Loss Preference

This preference will be given to households participating in any Burbank Housing Authority Special Purpose Voucher program, who are at risk of losing rental assistance because of funding limitations, program changes, or shifts in eligibility requirements.

Persons Displaced by Government Action Preference

Very low-income tenants who are displaced by government action of the Burbank Housing Authority or the City of Burbank will be given this preference based on involuntary displacement. The activity causing the displacement must be taken in connection with code enforcement or a public improvement or a development program.

Veteran Preference

This preference will be given to applicants who have a current member of the U. S. Military Armed Forces in their applicant family. Veterans and surviving spouses of veterans will also be given this preference.

Disability Preference

This preference is extended to disabled persons or families with a disabled member as defined in this Plan. Proof of disability will be required at time of selection from the waiting list.

Homeless Preference

This preference is for Burbank homeless individuals and families that have been working with qualified Burbank service providers. These service providers will certify that adult applicant members meet the specific criteria for this category and the program and commits to providing on-going supportive services for a minimum of six (6) months after issuance of a housing voucher in order to ensure that the individual/family is able to live independently.

This preference will assist those applicants that become homeless while on the waiting list; and homeless applicants in the future that apply to the Program with no home address that instead will utilize a Burbank service provider address with an Authorization form on file.

Severely Rent Burdened Preference

This preference is for applicant families that pay more than 50% of their gross annual income towards the rent. Proof that 50% or more of applicant family income

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(as defined by HUD and included in Chapter 5 of this Administrative Plan) is utilized to pay rent will be required at the time of selection from the waiting list.

Substandard Housing Preference

This preference is for applicant families that are living in unpermitted structures as designated by a government official in the course and scope of their official duties such as code enforcement officer or building inspector. This category is different than the Homeless preference and does not apply to homeless households.

C. PREFERENCE ELIGIBILITY [24 CFR 982.207]

Applicants are allowed to claim the preferences at time of pre-application and their names will be placed on the Section 8 Applicant Waiting List according to that preference category. At time of final eligibility determination, the applicant will be required to provide verification of the preference. Changes in an applicant's circumstances while on the Section 8 Applicant Waiting List may qualify the applicant family for a preference. Applicants are required to notify the Burbank Housing Authority in writing when their circumstances change. When applicants claim to have recently become eligible for a preference, they will be placed on the Applicant Waiting List within the newly claimed preference.

D. PREFERENCE DENIAL [24 CFR 982.207]

If an applicant cannot provide third party verification to prove a preference at the time that the name is selected from the Applicant Waiting List, then the preference will be denied. Applicants will be informed in writing why the preference was denied, and they will be placed back on the Section 8 Applicant Waiting List without the denied preference. Applicants will have the right to an Informal Review.

E. ORDER OF SELECTION [24 CFR 982.207(e)]

When the preliminary applications are received, the preference categories claimed by the applicants will be honored. The verification of the preferences will be obtained at the time that the applicant name is selected from the Section 8 Applicant Waiting List. The applications will be placed on the Applicant Waiting List within weighted preference categories.

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Burbank Residents

Applicants that live or work in Burbank (25 points).
Additional Points for:

i. Burbank Housing Authority Special Purpose Voucher households whose assistance is at risk of termination due to lack of program funding (50 points)
ii. Involuntarily displaced by the City of Burbank or Burbank Housing Authority preference (10 points).
iii. Homeless working with a qualified service provider preference (10 points).
iv. Severely rent burdened preference (5 points).
v. Substandard housing preference (5 points).
vi. Veteran preference (2.5 points).
vii. Disability preference (2.5 points).

Non-Residents

i. Homeless Preference (5 points).
ii. Severely rent burdened preference (5 points).
iii. Substandard housing preference (5 points).
iv. Veteran preference (2.5 points).
v. Disability preference (2.5 points).
vi. All other non-residents.

F. TARGETED FUNDING [24 CFR 982.203]

When HUD awards special funding for specific applicants, the Section 8 Applicant Waiting List will be searched for the first available applicant family meeting the targeted funding criteria. Applicants who meet the specific requirements for the targeted funding will be placed on a separate Applicant Waiting List for use in the targeted program.

G. REMOVAL FROM WAITING LIST [24 CFR 982.204(c)]

In order to ensure applicants on the waiting list receive correspondence from the Burbank Housing Authority, it is the responsibility of each applicant to provide in writing any changes to address and contact information. Current and updated contact information will allow the Burbank Housing Authority to manage and maintain the waiting list, as required by HUD, for optimum implementation of the Section 8 Program. To that end, the Section 8 Applicant Waiting List will be updated periodically to ensure that contact, and preference information is on file for all applicants. Letters will be sent to all applicants on the Applicant Waiting List informing them that any changes in address must be sent in writing to the Burbank Housing Authority. The applicants will also be advised to send

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written notification of any change in household circumstance that would qualify them for a preference. Applicants will be required to complete an information update form and return it to the Housing Authority office within the specified time period. The Burbank Housing Authority has no control over postal delivery and will assume correspondence was delivered as addressed. Any applicant who fails to respond within the stated time period will have their name removed from the Section 8 Applicant Waiting List. The applicant will be informed in writing of their removal.

If any correspondence that is sent out by the Burbank Housing Authority is returned by the Post Office for any reason without a forwarding address, the name will be removed from the Section 8 Applicant Waiting List without further notice. If a forwarding address is provided by the Post Office, the correspondence will be forwarded, however, time periods to respond will remain unchanged. The envelope will be scanned and attached to the applicants file as proof of no forwarding address.

H. EXCEPTIONS FOR SPECIAL ADMISSIONS [24 CFR 982.203, 982.54(d)(3)]

If HUD awards special funding to the Burbank Housing Authority for specifically targeted groups, these households will be admitted to the Section 8 Program under a special admission procedure which is outside of the regular Section 8 Applicant Waiting List process. These applicant families will not have to qualify for any preferences, nor are they required to be on the Section 8 Applicant Waiting List. The Burbank Housing Authority will maintain separate records of these admissions. The following are examples of the types of low-income households that may be designated by HUD for special admission based on their participation in the following programs:

1. A household displaced due to demolition or disposition of a public or Indian housing project;

2. A household residing in a multi-family rental housing project when HUD sells, forecloses or demolishes the project;

3. A household residing in housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990;

4. A household residing in a project covered by a project-based Section 8 Housing Assistance Payments contract at or near the end of the contract term; and

5. A non-purchasing household residing in a HOPE 1 or HOPE 2 project.

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CHAPTER 5

INCOME, ASSETS AND ALLOWANCES

[24 CFR Part 5, Subparts B, D & E; Part 982, subpart E]

INTRODUCTION

The Burbank Housing Authority will use the methods described in this Administrative Plan to verify and determine that applicant family income at admission and reexamination is correct. The accurate calculation of annual income and adjusted income will ensure that participants are paying the proper amount of rent under the Section 8 Program regulations. This Chapter defines the sources of income that are included and excluded as well as allowable expenses and deductions.

A. INCOME [24 CFR 5.609]

Income includes all monetary amounts that are received by all members of the applicant family and participant household. Annual income is defined as the gross amount of income anticipated to be received during the future 12-month period after program admission or an interim reexamination.~~certification or recertification~~. For annual recertification, annual income is based on the most recent 12-month period preceding recertification. The amount of annual income is used to determine whether or not applicants are within the applicable income limits, as well as determine appropriate rental portions for program participants. Gross income is the amount of income prior to any allowable expenses or deductions. Adjusted income is defined as the annual income minus any allowable expenses and deductions. Verification of annual income ~~and~~ cannot be more than 60 days old at the time of admission to the Program. Annual income includes, with respect to the family:

1. All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age.
2. Imputed returns on the net family asset based on the current passbook savings rate, for net family assets which exceed the HUD determined threshold. Imputed returns are only calculated when the actual returns from a given asset cannot be calculated,

Annual income, as defined by 24 CFR 5.609(b), does not include amounts specifically excluded below:

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1. Any imputed return on an asset when net family assets total more than the HUD determined threshold and no actual income from the net family assets can be determined.
2. The following types of trust distributions:
    i. For an irrevocable trust or a revocable excluded from the definition of net family assets:
        a. Distributions of the principal or corpus of the trust; and
        b. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
    ii. For a revocable trust under the control of the family, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned income of children under the 18 years of age.
4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.
7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
8. Income of a live-in aide, foster child, or foster adult.
9.
    i. Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and
    ii. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
        a. Student financial assistance, for the purpose of this program, means a grant or scholarship received from
            1. The Federal government
            2. A State, Tribe, or local government
            3. A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

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4. A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
5. An institution of higher education.

b. Student financial assistance does not include:
1. Any assistance that is excluded in section 9(i).
2. Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship)
3. Gifts, including gifts from family or friends; or
4. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded in section 9(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

10. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.
11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
12.
i. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
ii. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
iii. Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

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iv. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph 9(i) of this section.

13. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
14. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent currently established by HUD.
15. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent currently established by HUD.
16. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
17. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
18. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
19. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
20. Loan proceeds, under the terms of a loan agreement, received by the family or a third party.
21. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
22. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

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23. Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.
24. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
    i. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
    ii. Direct Federal or State payments intended for economic stimulus or recovery.
    iii. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
    iv. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
    v. Gifts for holidays, birthdays, or other significant life events or milestones
    vi. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
    vii. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
25. Civil rights settlements or judgments, including settlements or judgments for back pay.
26. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
27. Income earned on amounts placed in a family's Family Self Sufficiency Account.
28. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
    i. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and
    ii. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation.

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For fully excluded income, the PHA is not required to follow the verification hierarchy, document when third-party verification is not available, or report the income on the 50058. Fully excluded income is defined as income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds) [Notice PIH 2013-04]. PHAs may accept a family's signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation.

B. COMPUTATION OF ANNUAL INCOME [24 CFR 5.~~611 and 5.617~~609]

New Admissions and Interim Reexaminations

For applicants being admitted into the program and participants undergoing an interim reexamination, the BHA must estimate the income of the family for the upcoming 12-month period:

Gross annual income will be determined by combining all sources of income to derive the total income for a one-year period. The calculation method to be used for the various types of income will be calculated as follows:

Earned Income

1. Gross monthly – multiply gross monthly income by 12 pay periods.
2. Semi-monthly – multiply the gross semi-monthly income by 24 pay periods.
3. Hourly – multiply the gross hourly rate by the number of hours worked each week by 52 pay periods.
4. Weekly – multiply the gross weekly rate by 52 pay periods.
5. Bi-weekly – multiply the gross bi-weekly rate by 26 pay periods.

Income Other Than Wages

For applicant families or participant households having income other than wages, such as Temporary Aid to Needy Families, Social Security payments, SSI, disability income or pensions, the computations will be based on the gross monthly amount multiplied by 12 months.

Fluctuating Income

For applicant families or participant households that have fluctuating amounts of income over a 12-month, such as Unemployment Insurance payments or earnings from a temporary employment agency, the monthly amount will be projected for a 12-month period to determine income. If the income changes, the head of household may request a recalculation at any time to adjust their portion

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of rent.

Lump Sum Payments

Lump-sum payments caused by delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income in the same manner as bonuses. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining, such as accumulated interest, will be considered an asset. The head of household needs to report the lump sum payment within 30 calendar days from receipt of the funds and a recalculation will be performed at that time.

Annual Reexaminations

The BHA must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations.

In determining the income of the family for the previous 12-month period, the BHA must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income.

The BHA must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

De Minimis Errors

The BHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A de minimis error is an error where the BHA determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income per family.

If the BHA determines that there has been an income calculation error, the error(s) will be corrected retroactive to the effective date the action resulting in an error, regardless of the dollar amount associated with the error. Families will not be required to repay the BHA in instances where the BHA miscalculated income resulting in the family being undercharged for rent. Once the BHA becomes aware of the error, the family will be provided a 30-day notice of the increase to their rent portion.

The BHA will take corrective action to credit a family if the family was overcharged tenant rent in income determination.

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The families rent portion will be temporarily adjusted down with additional HAP going to the property owner. The BHA will send a letter to the family and the landlord prior to the change in the payments notifying them of the change and the duration of the change.

C. ASSETS [24 CFR 5.100, 5.603, 5.609]

~~Net household assets will include equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land. Personal property, such as automobiles and furniture, will be excluded.~~
~~In the case of a trust fund, the value of the trust will not be considered as an asset as long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income. When the net household assets are in excess of $5,000, the annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate.~~

Net family assets are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of investment, except as excluded.

In determining the value of net family assets, the BHA must include the value of any business or family assets disposed of by an applicant or participant for less than fair market value during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received.

Required exclusions from net family assets include the following:

1. The value of necessary items of personal property.
2. The value of all non-necessary items of personal property with a total combined value of the HUD determined threshold or less.
3. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including Individual Retirement Accounts (IRAs), employer retirement plans.
4. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located. Examples of this include but are not limited to co-ownership situations (including situations where one owner is a victim of domestic violence), where one party cannot unilaterally sell the real property; property that is tied up in litigation; inherited property in dispute.
5. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family being a person with disabilities.
6. The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986; the value of any qualified tuition program under section 529 of such Code; and the amounts in, contributions to, and distributions from

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any Achieving a Better Life Experience (ABLE) account authorized under section 529A of such code.

7. The value of any "baby bond" account created, authorized, or funded by the federal, state, or local government.
8. Interests in Indian trust land.
9. Equity in a manufactured home where the family receives assistance under 24 CFR Part 982.
10. Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR Part 982.
11. Family Self-Sufficiency accounts.
12. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.
13. The full amount of assets held in an irrevocable trust.
14. The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the applicant or participant family or household.

The BHA does not enforce the "Asset Limitation" described in Chapter 2 during interim and annual reexamination.

Asset Income

Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded.

Imputed asset income must be calculated for specific assets when three conditions are met:

1. The value of net family assets exceeds the HUD established threshold
2. The specific asset is included in net family assets; and
3. Actual asset income cannot be calculated for the specific asset.

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D. CHANGE OF INCOME

The head of a participant household must report any changes in household income within 30 calendar days of the change. The change of household income may have a direct impact on the calculation of total tenant payment. ~~The Housing Authority must have information by the 5th day of the month in order to process the change for the following month. If the household income increases, and the household does not report the change, a retroactive calculation will be made to the point in time when the changes would have taken place.~~

Decreases in Adjusted Income 24 CFR 982.516(c)(2)
The BHA must conduct an interim reexamination of family income when the BHA becomes aware that a family's annual adjusted income has changed by an amount that the BHA estimates will result in a decrease of 10 percent or more in annual adjusted income. In addition to decreases in family income, increases in deductions may produce a sufficient decrease in adjusted income to support an interim reexamination.

Increases in Adjusted Income 24 CFR 982.516(c)(3);

The BHA must conduct an interim reexamination of family income when the BHA becomes aware that the family's adjusted income has changed by an amount that the BHA estimates will result in an increase of 10 percent or more in annual adjusted income with the following exceptions:

1. The BHA **may not** consider any increases in **earned income** when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle; and
2. The BHA will not conduct an interim reexamination during the last three months of a certification period if a family reports an increase in income within three months of the next annual reexamination effective date. Families who delay reporting income increases until the last three months of their certification period may be subject to repayment.

Effective date of tenant rent changes

If the family has reported a change in family income or composition within 30 calendar days of the change, the BHA must provide the family with 30 days advance notice of any family share and family rent to owner increases, and such increases will be effective the first day of the month beginning after the end of that 30-day period. Family share and family rent to owner decreases will be effective on the first day of the first month after the date of the reported change leading to the interim reexamination of family income.

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If the family has failed to report a change in family income or composition within 30 calendar days of the change, BHA must implement any resulting family share and family rent to owner increases retroactively to the first of the month following the date of the change leading to the interim reexamination of family income. Any resulting family share and family rent to owner decrease must be implemented no later than the first rent period following completion of the reexamination.

E. INCOME CHANGES FROM WELFARE PROGRAM REQUIREMENTS

[24 CFR 5.618]

Annual income will not be reduced for purposes of calculating rental assistance payments when the reduction in welfare payments is the result of fraud or failure to comply with welfare requirements. When a household requests a rent reduction based on lower welfare payments, written verification must be obtained from the Department of Public Social Services that the reduction in benefits is not based on failure to participate in an economic self-sufficiency program or to comply with work activity requirements. Households that fall into this category will be provided the opportunity for an Informal Hearing. A recalculation of income will be performed when a reduction in benefits is the result of the following factors:

1. The expiration of a lifetime limit has been reached.
2. The participant has sought but has been unable to obtain employment.
3. The household has complied with welfare program requirements but loses welfare because of a durational time limit, such as a cap of welfare benefits for a period of no more than two years in a five-year period.

F. INCOME FROM ADDITIONAL HOUSEHOLD MEMBERS

The head of a participant household must report changes in household composition within 30 calendar days. ~~The addition of people to the household may have a direct impact on household income and the calculation of total tenant payment. Any change to the household composition will be evaluated to determine if a recalculation of assistance needs to be made.~~

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The BHA will apply a 0-percent threshold and conduct interim reexaminations when a household adds or removes household members, including family members, foster adults, foster children, and live-in aides, regardless if the change in household composition results in a decrease, increase, or no change in the family's annual adjusted income.

When conducting an interim reexamination for an increase due to the addition or removal of a household member, the BHA will not consider increases in earned income, when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle

Visitors

Any adult, not included as a member of the household, who has been in the unit more than 14 consecutive days without Burbank Housing Authority approval, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. The household will need to include this person as a member of the household for calculation of income eligibility. If the head of household denies that this person is living in the assisted unit, then the burden of proof will rest with the tenant. In the absence of such proof, the individual will be considered an unauthorized member of the household. Written statements from the landlord concerning occupancy will be considered in making the determination. If the tenant is unable to prove that the person lives at another address, then the assistance will be terminated. The participant will have the right to request an Informal Hearing before the termination date.

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Caretakers

There are situations where neither one of the parents remain in the household, due to death, illness, incarceration, or abandonment. In some cases, another adult moves into the unit to care for the minor children. In these situations, the caretaker will be considered a visitor for the first 90 days. At the end of that period, the income of the caretaker will be taken into account. As soon as the caretaker has been granted court-awarded custody or legal guardianship, the caretaker will be designated as the head of household. If the appropriate agency cannot confirm the guardianship status of the caretaker, the Housing Authority will review the status every 60 days.

Children

Minors and full-time students over 18 years of age who were a part of the household, but who now live away from home during the school year, may visit for up to 120 days per year without being considered a member of the household. These visits are subject to the approval of the landlord. In a joint custody arrangement, if the minor is in the household less than 120 days per year, the minor will be considered an eligible visitor and not a household member.

G. INCOME FROM ABSENT HOUSEHOLD MEMBERS

There are times when a member of the household leaves the unit, either temporarily or permanently. It is the responsibility of the head of household to report these changes to the Housing Authority within 30 calendar days of the absence. Depending on the type of absence, the income of the absent member may or may not be taken into consideration. An evaluation will need to be made to determine if the total household income has changed. If the income does change, a recalculation of the housing assistance payment will be made.

Temporary Absences

Any person who is absent from the household for a period of less than 90 days will still be considered part of the household. With temporary absences, the income of the person will be taken into account when determining household income and total tenant payment.

Permanent Absences

Any member of the household who leaves the assisted unit for more than 90 days will be considered permanently absent. In cases where the entire household leaves the assisted unit for more than 90 days, the assistance will be terminated.

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In order to determine that the household member is absent from the unit, the Burbank Housing Authority will try to contact the head of household by telephone; send a certified letter; send the Housing Inspector to the unit; and will verify if the utilities are still in service. If there is no response from the household, then the assistance will be terminated. Under no circumstance does HUD allow an absence for more than 180 days.

H. ALLOWANCES AND DEDUCTIONS [24 CFR 5.611]

In calculating adjusted annual income, the HUD established allowances and deductions will be subtracted from the gross annual income. The adjusted annual income is used to determine the amount of rent that the tenant will pay toward the rent.

The following list details mandatory deductions from annual income:

1) Dependent Allowance. There is an allowance ~~of $480~~ for each person under 18 years of age (other than the head or spouse); for household members who are 18 or older and are full-time students and members who are disabled.

2) Elderly/Disabled Household Allowance. There is an allowance ~~of $400~~ per household where the head or spouse is at least 62 years of age or is disabled.

3) Unreimbursed Expenses. The sum of the following unreimbursed expenses will be deducted to the extent that the sum of these expenses exceeds ~~three~~ ten percent of annual income:

    a. Unreimbursed medical expenses of any elderly or disabled household member.
    b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the household who is a person with a disability, to the extent necessary to enable any member of the household (including the member with a disability) to be employed.

The dependent and elderly/disabled allowance will be adjusted annually by HUD and may be found in Appendix A.

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4) Childcare Expenses. HUD allows any reasonable childcare expenses necessary to enable a member of the household to be employed or to further his or her education. The Burbank Housing Authority will utilize the tax code Child and Dependent Care Credit amount or the actual cost of the childcare; whichever is less per year, for children under 13.

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I. HARDSHIP EXEMPTIONS [24 CFR 5.611]

Per HUD regulation, the threshold to deduct health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses has been increased from an excess of 3 to an excess of 10 percent of annual income. The following exemptions were established to facilitate this transition.

Phased-In Relief
All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2027, will begin receiving the 24- month phased-in relief at their next annual or interim reexamination. Families who receive phased-in relief will have eligible expenses deducted that exceed 5 percent of annual income for 12 months. Twelve months after the 5 percent phase-in began, families will have eligible expenses deducted that exceed 7.5 percent of annual income for the immediately following 12 months. After the family has completed the 24 months phase-in at the lower thresholds, the family will remain at the 10 percent threshold.

General Relief
A family may request a general relief hardship exemption for health or medical care expenses, reasonable attendant care, or auxiliary apparatus expenses. To qualify, a family must demonstrate that their applicable expenses increased, or they experienced a change in circumstances that resulted in a financial hardship, that would not otherwise trigger an interim reexamination. The family must demonstrate that their applicable expenses increased or that there is a new need for qualifying medical/health, reasonable attendant care and auxiliary apparatus expenses.

The BHA must obtain third-party verification of the family's inability to pay rent or must document the reason third-party verification was not available.

If the BHA determines that a family is eligible for general relief, the family will receive a deduction for the sum of the eligible expenses that exceed 5 percent of annual income. This relief is available regardless of whether the family previously received health and medical deductions or is currently receiving, or previously received, a phased-in hardship exemption.

Hardship Exemption to Continue Child-Care Expenses Deduction
A family whose eligibility for the child-care expense deduction is ending may receive a hardship exemption to continue receiving a child-care expense. The BHA will recalculate the family's adjusted income and continue the child-care deduction if the family demonstrates to the BHA that the family is unable to pay their rent because of loss of the child-care expense deduction and the child-care expense is still necessary even though the family member is no longer working, looking for work, or furthering their education.

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The BHA will obtain third-party verification of the family's inability to pay rent or will document in the file the reason third party verification was not available. The BHA must attempt to obtain third part documentation prior to the end of the exemption period

Hardship Policy Requirements
For the purpose of general relief and childcare deduction hardship, the exemption ends when the circumstances that made the family eligible for the exemption no longer apply or after 90 days, whichever comes earlier. The family must report if the circumstances that made the family eligible for hardship exemption are no longer applicable. The BHA will not consider extension requests for this hardship exemption.

The family's adjusted income and tenant rent will be recalculated upon expiration of the hardship exemption. The BHA will provide families 30 days' notice of any increase in rent.

The BHA will promptly notify families in writing if they are approved or denied an initial hardship exemption or if hardship exemption is no longer necessary and will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable.
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CHAPTER 6

VERIFICATION PROCEDURES
[24 CFR Part 5, Subparts B, D, E and F; 982.108]

INTRODUCTION

Proper verification of information is essential to the integrity of the Section 8 Program. Factors of eligibility and total tenant payment will be confirmed by third party verification and retained in the tenant file. Written verification will be obtained from independent sources whenever possible and any deviation from this policy will need to be thoroughly documented in the tenant file. Applicants and Program participants must provide true and complete information to the Burbank Housing Authority whenever information is requested. This Chapter explains the procedures and standards for verification of preferences, income, assets, allowable deductions, citizenship or immigration status, and changes in household composition. The Burbank Housing Authority will obtain written authorization from applicants and participants before requesting information from independent sources.

A. METHODS OF VERIFICATION [24 CFR 5.233, PIH 2023 -23]

The verification methods used to confirm the accuracy of information provided by the applicant or participant will have the following order of priority:

1. HUD's Enterprise Income Verification system (EIV).
2. Non-HUD Income Verification system (EIV).
3. Third-Party Written Verification.
4. Third-Party Written Verification form.
5. Oral Third-Party Verification form.
6. Tenant Declaration form.

Verifications may not be more than 60 days old at the time that the Voucher is issued. This requirement applies to both applicants and participants.

Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security, and SSI benefits for participant families. Tenant Income Data (TID) reports will be obtained on a monthly basis. Reports will be generated as a part of the regular reexamination process. Tenant Income Data reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security, and/or SSI benefits.

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INCOME VERIFICATION TOOL (IVT)

The IVT is a tool for identifying families who may have concealed or under-reported income. When it appears that a family may have concealed or under-reported income, third party written verification of the income in question will be requested.

EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth. Program participants whose identity verification has failed will be identified as part of the annual reexamination process.

Work Number

Participating employers provide employment verification information to The Work Number to act as their official agent for issuing employment verifications.

Third Party Written Verification

Third-party written verification is used to verify information directly with the source. These verification forms must be marked with the office stamp of the independent third party or the information must be provided on their letterhead. Verifications received electronically from the information sources are considered to be third-party written verification. Computer matching reports from other agencies will be considered to be third-party written verification. Each adult member of the household will be required to sign an authorization form for the information source to release the specified information.

Third-party written verification must be an original or authentic document generated by a third-party source dated within 120 days of the date received by the BHA. For fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation.

Third-Party Oral Verification

Third-party oral verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a *Certification of Document Viewed or Person Contacted form*, noting with whom they spoke, the date of the conversation, and the facts provided. If the information was obtained by telephone, the Housing Authority must originate the call. This type of verification must be approved by a supervisor.

Review of Documents

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In the event that third-party written or oral verification is unavailable, the reason for this situation will be noted in the tenant file. At that point, the documents provided by the applicant or participant will be used as the primary source to provide complete information. This type of verification must be approved by a supervisor. All documents, excluding government checks, will be photocopied and retained in the tenant file. In cases where documents are viewed, which cannot be photocopied, staff viewing the documents will complete a *Certification of Document Viewed or Person Contacted form*. If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, staff will utilize the third-party verification.

Self-Certification/Self-Declaration

This type of verification is not to be used except in extremely unusual situations. When verification cannot be made by third-party verification or review of documents, applicants and participants will be required to submit a self-certification. The form of the self-certification must be a notarized statement of fact that is signed under penalty of perjury. This type of verification must be approved by a supervisor.

B. ITEMS TO BE VERIFIED [24 CFR 982.516]

The applicant or participant needs to provide whatever information is necessary to determine initial or ongoing eligibility for the Section 8 Program. The following list gives examples of the various items that need to be verified, however, this list is not all-inclusive.

1. All income not specifically excluded by the regulations.
2. Full-time student status, including high school students who are 18 or over.
3. Current assets, including assets disposed of for less than fair market value in preceding two years.
4. Child care expense where it allows an adult household member to be employed or to attend an educational or vocational program.
5. Total medical expenses for households whose head or spouse is elderly or disabled.
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the household which allow the disabled person or another adult household member to be employed.
7. Legal identity of all household members, including birth certificates, driver's licenses or state identification cards.
8. Disability for determination of preferences, allowances or deductions.
9. U.S. citizenship or eligible immigrant status.
10. Social Security numbers for all household members who are 6 years of age or older.
11. "Preference" status for local preferences as described in Section I of this Chapter.

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12. Familial or marital status when needed for head or spouse definition under the Non-Citizen Rule.

C. INCOME VERIFICATION [24 CFR 982.516]

This section defines the methods that will be used to verify the various types of income. Applicants and participants are required to report all sources of income at initial certification and recertification, as well as any other time during the year when there are changes.

Credit History Reports

For applicants and participants, all adult members of the household will be required to sign an authorization to allow the Burbank Housing Authority to obtain a credit history report on that individual. This report indicates the amount of monthly expenditures that the household is making and that information will be compared to the amount of reported income. If the monthly payments are more than 50% of reported income, the applicant or participant will need to provide written verification concerning their ability to pay those monthly bills.

Employment Income

The employer will need to complete a verification form that requires the following information:

1. Dates of employment,
2. Amount and frequency of pay,
3. Likelihood of change of employment status and effective date of any known salary increase during the next 12 months,
4. Year to date earnings, and
5. Estimated income from overtime, tips, bonus pay expected during next 12 months.

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer with two or more recent pay stubs which indicate the employee's gross pay, frequency of pay, and year to date earnings.
2. W-2 forms plus income tax return forms.
3. Self-certifications or income tax returns signed by the applicant or participant may be used for verifying self-employment income, or income from tips and other gratuities. This type of verification requires approval of the supervisor.

Applicants and participants may be required to sign an authorization for release of information from the Internal Revenue Service for further verification of income. Where

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doubt exists regarding income, a referral to the Internal Revenue Service for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer reports obtained electronically or in hard copy.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer printouts from unemployment office stating payment dates and amounts.
3. Payment stubs.

Temporary Aid to Needy Families (TANF) and General Relief

Acceptable methods of verification include, in this order:

1. Verification form completed by the County of Los Angeles Department of Public Social Services (DPSS).
2. Written statement from payment provider indicating the amount of grant or payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated Notice of Action form or list of recipients from the Welfare Office.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Copy of latest check and/or payment stubs from the Court Trustee.
4. Self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received. This form of verification must be approved by a supervisor.

If payments are sporadic, the applicant or participant must provide a list of actual

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payments received, otherwise the full amount that is specified in the divorce decree will be used to calculate income.

Net Income from a Business

In order to verify the net income from a business, the Housing Authority will view IRS forms and financial documents from prior years to anticipate the income for the next 12 months. Acceptable methods of verification include:

1. IRS Form 1040 or Record of Account Transcript from IRS, including:
   a. Schedule C (Small Business)
   b. Schedule E (Rental Property Income)
   c. Schedule F (Farm Income)
2. Audited financial statement(s) of the business.
3. Credit report or loan application.
4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The applicant or participant will be advised to maintain these documents in the future if they are not available.
5. Self-certification concerning the net income realized from the business during previous years. This form of verification must be approved by a supervisor.

Child Care Business

If an applicant or participant is operating a licensed day care business, income will be verified as with any other business.

Recurring Gifts/Loans

The applicant or participant must furnish a self-certification which identifies the person who provides the gifts, the value, and the regularity of the gifts.

Federal Tax Refund

If the family's net assets are greater than the HUD determined threshold, the family's federal tax refund or refundable tax credits must be verified.

Zero Income Status

Applicants or participants who claim to have no income will be required to provide verification forms to determine that income, such as Temporary Aid to Needy Families, EDD or SSI are not being received by the member.

Full-time Student Status

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Verification of full-time student status must be provided for household members who are over 18 years of age and are not the head of household or spouse. Verification includes the following:

1. Written verification from the registrar's office or other school official.
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution; and showing completion of course(s).
3. Written verification from the provider of the vocational training.

D. INCOME FROM ASSETS [24 CFR 982.516]

Acceptable methods of verification for savings account interest income and dividends will be verified in this order:

1. Written verification form completed by the financial institution or account statements generated by the financial institution.
2. Broker's statements showing the value of stocks or bonds and the earnings credited to the household.
3. IRS Form 1099 from the financial institution.

E. ASSET VERIFICATION [24 CFR 5.603]

The BHA will determine net family assets at new admission and annual reexamination by fully verifying the information reported by the family, regardless of the asset amount. The BHA will not accept self-certification of assets. Current assets need to be verified to determine the current cash value or the net amount that the household would receive if the asset were converted to cash. ~~The net value of the assets is used to determine initial eligibility.~~ The forms of verification are as follows:

1. Verification forms, letters, or documents from a financial institution or broker.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Quotes from a stock broker or realty agent as to net amount that the household would receive if the securities or real estate were liquidated.
4. Real estate appraisals.
5. Financial statements for business assets.
6. Copies of closing documents showing the selling price and disposition of proceeds.

F. VERIFICATION OF ALLOWABLE DEDUCTIONS [24 CFR 982.516]

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Child Care Expenses

Written verification from the person who receives the payments is required. The childcare provider must provide a statement of the amount charged to the household for services. Verifications must specify the childcare provider's name, address, telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. The applicant or participant must declare whether any of those payments have been or will be paid or reimbursed by outside sources. The Burbank Housing Authority will utilize the tax code Child and Dependent Care Credit amount or the actual cost of the childcare; whichever is less per year, for children under 13.

Medical Expenses

Applicants or participants who claim medical expenses or expenses to assist a person with a disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, concerning the anticipated medical costs to be incurred by the household.
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the household and the amount of medical expenses that will be paid out of pocket.
3. Written confirmation from the Social Security Administration showing the amount of the Medicare premiums to be paid by the household over the next 12 months. A computer printout will be accepted.
4. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
5. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
6. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. This approach may be used for general medical expenses, such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
7. Mileage charged at the IRS allowable rate for personal vehicles, cab fare, bus fare, or other public transit cost for transportation directly related to medical treatment.

Attendant Care

The following verifications would be required for expenses related to attendant care:

1. A doctor’s certification that an attendant is necessary as a medical expense

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and a projection of the number of hours the care is needed for calculation purposes.
2. Attendant's written confirmation of hours of care provided and the amount and frequency of payments received from the household or agency. Copies of canceled checks the household used to make those payments or stubs from the agency providing the services may be used.

Assistance to Persons with Disabilities [24 CFR 5.611(c)]

In all cases where the household is claiming a deduction based on assistance to persons with disabilities, the following verification is required:

1. Written certification from a medical doctor that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another adult household member to be employed.
2. Certification from the applicant or participant concerning the amount of reimbursement they receive for any of the expenses of disability assistance.

Auxiliary Apparatus

In cases where auxiliary apparatus is claimed as a deduction, the following verification is required:

1. Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
2. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

Health Insurance Portability and Accountability Act (HIPAA) Compliance

The BHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine of unreimbursed health and medical care expenses. The BHA may not request documentation beyond what is sufficient to determine anticipated health and medical care and/or reasonable attendant care and auxiliary apparatus costs or when a change in circumstances took place. Before placing bills and documentation in the tenant file, the BHA will redact all personally identifiable information. The BHA will comply with all federal nondiscrimination and civil rights statutes and requirements, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, Section 504, and the Americans with Disabilities Act, as applicable.
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G. VERIFICATION OF NON-FINANCIAL FACTORS [24 CFR Part 5, Subpart B]

In order to prevent Program abuse, the Burbank Housing Authority will require applicants to furnish verification of legal identity for all household members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document that is submitted is illegible or otherwise questionable, more than one of these documents may be required.

Legal Identity for Adults

1. Birth Certificate.
2. Naturalization papers.
3. Current valid driver's license.
4. U.S. military discharge (DD 214).
5. U.S. passport.

Legal Identity for Children

1. Birth certificate.
2. Hospital birth record.
3. Adoption papers.
4. Custody agreement.
5. School records.

Verification of Marital Status

Marital status verification is needed to comply with requirements under the Non-Citizen Rule. A marriage certificate would be required to prove that a non-citizen member of the household qualifies as an eligible household member based on being the spouse of the head of household.

Verification of Permanent Absence of Household Member

If an adult member, who was formerly a member of the household, is reported to be permanently absent, the Housing Authority will consider any of the following as verification:

1. Husband or wife institutes divorce or legal separation.
2. Protective Order or Restraining Order obtained by one household member against another.
3. Proof of another home address, such as utility bills, canceled checks for rent, driver’s license, or lease or rental agreement, if available.
4. Statements from other agencies, such as the Department of Public Social Services, or a written statement from the landlord or manager that the adult household member is no longer living at that location.

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5. If a household member is incarcerated, a document from the Court or prison should be obtained stating how long s/he will be incarcerated.

Verification of Change in Household Composition

The Housing Authority may verify changes in household composition, which are either reported or unreported, through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7). Proof of disability may be provided by a written statement from a medical doctor on the Housing Authority approved form.

Verification of Citizenship or Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Eligible immigrants must fall into one of the categories specified by the HUD regulations and must have their status verified by Immigration and Naturalization Service. Each household member must declare his/her status. Assistance cannot be delayed, denied, or terminated while verification of status is pending. The form that must be completed is as follows:

Citizens or nationals of the United States are required to sign a declaration under penalty of perjury. Proof of citizenship is required.

Eligible immigrants, who were Section 8 participants and 62 years of age or more on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens, with eligible immigration status, must sign a declaration of status and verification consent form. They must also submit their original immigration documents which will be copied front and back. The Burbank Housing Authority will verify the status through the Systematic Alien Verification for Entitlements system provided by the Immigration and Naturalization Service. If this primary verification fails to verify status within ten days, then the Housing Authority will request a manual search.

Ineligible household members, who do not claim to be citizens or eligible immigrants, must be listed on a statement of ineligible household members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa, but their status will not

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be verified. They do not need to sign a declaration, but they will be listed on the statement of ineligible members.

Any applicant or participant household member who fails to sign the required declarations and consent forms or provide documents will be listed as an ineligible member. If the entire household fails to provide and sign as required, they may be denied participation or terminated from assistance for failure to provide required information.

Time of Verification

Verification of U.S. citizenship or eligible immigrant status occurs at the same time that the applicant is selected from the Applicant Waiting List. Any new members to the household after initial eligibility determination and any households with portable Certificates or Vouchers that move into Burbank will need to provide the appropriate information.

Extensions of Time to Provide Documents

An extension of 30 calendar days will be granted to households to submit evidence of eligible immigrant status. The notice of extension shall be in writing and will specify the dates of the extension period.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

1. Resident Alien Card (I-551).
2. Alien Registration Receipt Card (I-151).
3. Arrival-Departure Record (I-94).
4. Temporary Resident Card (I-688).
5. Employment Authorization Card (I-688B).
6. Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status for persons born outside of the United States. All documents in connection with U.S. citizenship or eligible immigrant status will be kept for five years. If the Housing Authority determines that a household member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the unit, the Section 8 assistance will be discontinued.

H. SOCIAL SECURITY NUMBER VERIFICATION [24 CFR 5.216]

Social Security numbers must be provided as a condition of eligibility for all household members, if they have been issued a number. Verification of Social Security numbers

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will be done through a Social Security card issued by the Social Security Administration. If a household member cannot produce a Social Security card, then the documents listed below showing the Social Security number may be used for verification. The household member would also be required to certify in writing that the documents submitted in lieu of the Social Security card information provided are complete and accurate:

1. A driver's license.
2. An identification card issued by a federal, state or local agency.
3. An identification card issued by a medical insurance company or provider, including Medicare and Medicaid.
4. An identification card issued by an employer or trade union.
5. An identification card issued by a medical insurance company.
6. Earnings statements or payroll stubs.
7. Bank Statements.
8. IRS Form 1099.
9. Benefit award letters from government agencies.
10. Retirement benefit letter.
11. Life insurance policies.
12. Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.
13. Verification of benefits or Social Security number from Social Security Office.

New household members, who are 6 years of age or older, will be required to produce their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in household composition is reported to the Housing Authority.

When a participant family request to add a new household member, who is under the age of six, and does not have an assigned Social Security number, the family must provide the Social Security documentation within 90 calendar days of the child being added to the household. If the family cannot provide the documentation within the allotted time frame, due to circumstances out of their control (delayed processing of Social Security numbers), the family will be granted an additional 90 days.

If an applicant or participant is able to disclose the Social Security number, but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect. Any household member will have an additional 60 calendar days to provide proof of the Social Security number. If they fail to provide this documentation, the rental assistance will be terminated.

In the case of an individual, who is at least 62 years of age, an extension may be granted for an additional 60 calendar days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the rental assistance will be terminated. If the household member states s/he has not been issued a number, then s/he will be required to sign a certification to this effect. The person will be required to

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apply for a Social Security number.

I. VERIFICATION OF PREFERENCES [24 CFR 982.207]

Residency Preference

This preference will be provided to applicants who reside in the City of Burbank or applicant families with a member who works or has been hired to work in the City of Burbank. In order to verify the address, the applicant must provide third party documentation which may include a driver's license, utility bills, school records, voter registration records, bank statements or credit reports. When residency cannot be verified based on documentation provided, the Burbank Housing Authority may conduct on-site inspections of the current, claimed residence in order to prove permanent Burbank residency.

A letter from the Burbank employer will be required to show employment or the commitment of employment for any member of the applicant family.

Homeless applicants must provide certification from the Burbank community organizations and service providers they are working with in order to verify eligibility for residence status.

Persons Displaced by Government Action

This preference will be provided to applicants who are displaced by government action of the Burbank Housing Authority or the City of Burbank. The applicant must provide the certification from the local government agency that the involuntary displacement will be caused by an activity in connection with code enforcement or a public improvement or a development program.

Veteran Preference

This preference will be provided to applicants who have a current member of the U.S. Military Armed Forces in their applicant family. Veterans and surviving spouses of veterans will also be given this preference and they must provide a U.S. military discharge (DD214) as proof of military service.

Disability Preference

This preference will be provided to applicant families with a member who has a disability. Verification of disability can be shown by receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7). Proof of disability may be provided by a written statement from a medical doctor on the Housing Authority approved form.

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Homeless Preference

This preference is for Burbank homeless individuals and families that have been working with qualified Burbank service providers. These service providers will certify that the adult applicant members meets the specific criteria for this category, and commits to providing on-going supportive services for a minimum of six (6) months after issuance of a housing voucher in order to ensure that the applicant is able to live independently. The service provider is responsible for certifying that the homeless applicant meets the requirements of the Program as outlined in this Administrative Plan.

Severely Rent-Burdened Preference

This preference will be provided to applicant families that pay more than 50% of gross annual income on rent (income as defined and described in Chapter 5 of this Plan). A rental agreement in the applicant family's name will be required, along with proof that the applicant pays the contracted rent through copies of rent receipts, cancelled checks, money order receipts, etc. for the timeframe specified on the eligibility paperwork. The information will be reviewed and a calculation for severely rent-burdened will be conducted.

Substandard Housing Preference

Families who claim to be living in an unpermitted structure must provide written verification/documentation from a government official in the course and scope of their official duties such as a code enforcement officer or building inspector. This preference may also require visual verification by Building and Safety/HQS inspection staff.

J. RELEASE OF INFORMATION [24 CFR 5.230]

Applicants or participants 18 years or older will be required to sign specific authorization forms when information is needed that is not covered by the *Authorization for Release of Information/Privacy Act Notice* (HUD 9886-A). Refusal to sign this form will result in denial of admission to the Program or termination of assistance.

The consent form remains effective until the earliest of:
1) the rendering of a final adverse decision for an assistance applicant;
2) the cessation of a participant's eligibility for assistance from HUD and the HA; or
3) The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD or the BHA.

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K. PRIVACY RIGHTS [24 CFR Part 16]

The Burbank Housing Authority is required to safeguard personally identifiable information (PII) as required by HUD and for preventing potential breaches of this sensitive data. HUD expects Public Housing Authorities, who collect, use, maintain or disseminate HUD information to protect the privacy of that information in accordance with applicable law. Applicants and participants, including all adults in the household, are required to sign the form, Authorization *for Release of Information* (HUD 9886). This document incorporates the *Federal Privacy Act Statement* and describes the conditions under which HUD will release household information. Any request for the release of information that is presented to the Burbank Housing Authority will be forwarded to the City Attorney's Office. The request will be reviewed for compliance with federal and state laws which may restrict the release of household information.

Written authorization must be on file in order for Burbank Housing Authority staff to release information to other persons besides the applicant or participant.

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CHAPTER 7

SUBSIDY STANDARDS

INTRODUCTION

The subsidy standards used in the Section 8 Program determine the amount of assistance that each eligible applicant family and participant household will receive on a monthly basis. This Chapter explains how the subsidy standards are applied and the methods of calculation that will be used to determine the amount of subsidy.

A. VOUCHER SIZE DETERMINATION

The number of bedrooms shown on the Voucher indicates the maximum subsidy that would be available to the household before any deductions. The subsidy amount increases with the number of bedrooms. The household size is the determining factor when establishing Voucher size. If the household size changes, the subsidy standard will be changed at the next annual re-examination date. The standards in this section relate to the amount of subsidy only and do not dictate the actual living arrangements of the household.

Guideline for Determining Voucher Size

Voucher Size	Household Members
1 Bedroom	1 - 2
2 Bedrooms	3 - 4
3 Bedrooms	5 - 6
4 Bedrooms	7 - 8

Changes in Household Composition

The head of household must report the names of all members of the household that are residing in the unit, including any approved live-in aide. The head of household must obtain approval from the Housing Authority before moving any additional people into the unit. The exceptions to this rule are additions to the household by birth or adoption of a child or court-awarded custody. Any increase or decrease in household members must be reported within 30 calendar days.

Changes in Bedroom Size

If the size of the household increases, and the unit does not have an adequate number of bedrooms to meet the Housing Quality Standards, the household will need to move to

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another unit. A new Voucher, in the correct bedroom size, will be issued and the household will be given up to 120 calendar days to relocate. The Housing Authority will assist the household in locating another unit by providing a current list of available apartments where the landlords will accept the Section 8 Program. If the household does not relocate to another unit within the 120 days, the Section 8 rental assistance will be terminated.

B. UNIT SIZE SELECTED [24 CFR 982.505 (c) (i)(ii)]

The payment standard is based on the number of people in the household and specifies the maximum amount of subsidy. The household may select a unit with a different number of bedrooms than what is specified on the Voucher. In those situations, the following guidelines will apply:

1. Subsidy Limitation: In the Voucher Program, the subsidy amount will be the lower of the payment standard or the payment standard amount for the number of bedrooms in the actual unit selected. In cases where the rent is lower than the payment standard, the subsidy amount will be the balance of the rent after the tenant portion is deducted.

2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the lower of the actual unit size or the voucher bedroom size.

3. Housing Quality Standards: These standards allow two persons per living or sleeping room. The following table gives the guidelines for occupancy in order to prevent overcrowding:

Bedrooms	Maximum Number of People
0	2
1	4
2	6
3	8
4	10

C. PAYMENT STANDARDS [24 CFR 982.503 (a)(b) and 982.505 (a)(b)]

A payment standard is used to calculate the monthly housing assistance for a household. The payment standard is the maximum monthly subsidy payment before any deductions. It is the policy of the Burbank Housing Authority to set the payment standard in the basic range of 90% and 110% of the fair market rent. This payment standard level will enable

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very low-income households to obtain rental units in the City which meet the affordability requirement. Each year when the fair market rent limits are published (usually in September of each year and take effect October 1st of each year), the payment standards may be adjusted accordingly.[2] The payment standards will be reviewed annually to determine whether the tenants are able to find quality units in a timely manner. Each year during the Annual Plan approval and adoption process by the Housing Authority Board, the Housing Authority Board will be presented with the payment standard for the upcoming federal fiscal year (October 1 – September 30).

Notification will be provided to Program participants at least 12 months in advance of a reduction in payment standard per HUD rules and regulations during the annual recertification process. An increase in the payment standard will be calculated at the next, regularly scheduled annual recertification for an existing participant. Furthermore, all participants of the Program will receive advance notification of any Resident Advisory Board (RAB) and Housing Authority Board meetings when a reduction in payment standard/subsidy level will be considered (increasing a participants' portion of the rent).

Small Area Fair Market Rents (SAFMRs) [24 CFR 888.113(c)(3)]

Small Area Fair Market Rents (SAFMRs) are Fair Market Rents (FMRs) calculated at the ZIP code level rather than for the entire metropolitan area. SAFMRs are designed to help families access low-poverty, high-opportunity areas by offering rental assistance that matches the local market rent, making housing in these neighborhoods more affordable for families. The Burbank Housing Authority has been designated by HUD as an SAFMR PHA and, in accordance with 24 CFR 888.113(c)(3), and was required to implement SAFMR-based payment standards no later than January 1, 2025.

SAFMRs will apply to all tenant-based vouchers in the BHA's jurisdiction, including special vouchers such as the Veterans Affairs Supportive Housing (HUD-VASH) Program, Foster Youth to Independence (FYI), and special housing types such as Single Room Occupancies (SROs).

The BHA may, without HUD approval, establish an exception payment standard of up to and including 120% of the SAFMR if required as a reasonable accommodation for a family that includes a person with a disability (or, in the case of HUD-VASH, up to 140% of the SAFMR). The BHA may request HUD approval to establish a payment standard exceeding 120% of the SAFMR (or 140% in the case of HUD-VASH), if necessary, as a reasonable accommodation for such a family.

Hold Harmless

If the amount on the payment standard schedule is decreased while the family continues to reside in the assisted unit, the payment standard in effect as of the recertification prior

2 The Housing Opportunities and Modernization Act of 2016 (HOTMA) allows PHAs to continue to use the higher payment standard (outside of the basic range as the result of a reduction in FMRs) for as long as the family continues to reside in the assisted unit.

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to the decrease will remain in place. The payment standard shall be frozen at this level until one of the following occurs:

- The payment standard is equal to or above the frozen level.
- The family moves.
- A change in household composition requires a change in payment standard at the next annual reexamination.

Increases in Payment Standard during HAP Contract

If the payment standard amount is increased during the term of the HAP contract, the BHA must use the increased payment standard amount to calculate the monthly housing assistance payment for the family beginning no later than the earliest of:

- The effective date of an increase in the gross rent that would result in an increase in the family share;
- The family's first regular or interim reexamination; or
- One year following the effective date of the increase in the payment standard amount.

PBVs

The BHA will not apply SAFMRs to the Project-Based Voucher (PBV) Program but will apply the Metropolitan Area Fair Market Rents (MAFMRs) to the PBV Program.

Exception to Payment Standard as a Reasonable Accommodation

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the Public Housing Agency or result in a “fundamental alteration” in the nature of the program or service offered. The BHA may, as an accommodation, grant a higher payment standard if the BHA determines it is necessary and reasonable to enable a person with a disability to obtain a suitable housing unit. The BHA may approve a higher payment standard up to 120% of the FMR. Requests for accommodations requiring approval of a payment standard exceeding 120% of the FMR will require HUD approval.
(See Chapter 1 for policies regarding the request for reasonable accommodations)

D. TENANT PAYMENT [24 CFR 5.628]

In the Voucher Program, the tenant payment is the difference between the rent and the Housing Authority subsidy. In cases where the rent is lower than the payment standard,

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the tenant portion is the greatest of 30% of the adjusted monthly income or 10% of gross income. The Housing Authority does not have a minimum rent amount.

E. SUBSIDY ~~AMOUNTS~~ [AMOUNTS [24 CFR 982.505]

For the Voucher Program, the subsidy is based on the payment standard for the number of household members and the size of the unit selected. The subsidy amount is equal to the lower of the payment standard minus the tenant payment or the gross rent minus the tenant payment.

In situations where special housing types are allowed for participation in the Program as a reasonable accommodation for a household with a disabled member, there are specific rules that apply to the calculation method for the amount of subsidy. These various types of subsidy are found in 24 CFR 982.604, 608, 613, 617 and 619 (Including HOTMA 2016).

F. CHANGES IN HOUSEHOLD SUBSIDY [24 CFR 982.505 (c)]

The payment standard that was used at the time that the unit was placed under Section 8 contract will remain in effect, unless the household composition changes. If the household size increases or decreases during the HAP contract term, the new family unit size may be used to determine the payment standard amount for the family immediately but no later than the family's first regular reexamination following the change in family unit size.

G. AFFORDABILITY STANDARD [24 CFR 982.508]

At the time that a household initially receives Section 8 assistance, the tenant portion of the rent cannot be higher than 40% of adjusted income for the first year of occupancy. This requirement applies to new admissions and moves.

H. UTILITY ALLOWANCES [24 CFR 982.517)]

The Housing Authority has a Schedule of Utility Allowances which shows the typical cost of utilities not included in the rent. The allowances are based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same geographical areas. Allowances are not based on an individual household's actual energy consumption. The Schedule of Utility Allowances is updated on an annual basis.

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HCV program regulations require a PHA to approve a utility allowance amount higher than shown on the PHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. (See Chapter 1 for policies regarding the request for reasonable accommodations).

I. PRORATION OF ASSISTANCE [24 CFR 5.520]

Proration of assistance must be offered to any mixed household, which includes at least one U.S. citizen or eligible immigrant, and any number of ineligible members based on immigration status. Mixed households that were participants on June 19, 1995, and who do not qualify for continued assistance at full subsidy, must be offered prorated assistance. Prorated assistance is calculated by determining the amount of assistance payable if all household members were eligible and multiplying that figure by the percent of the members who actually are eligible. The tenant payment is the gross rent minus the prorated assistance.

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CHAPTER 8

VOUCHER ISSUANCE AND BRIEFING SESSIONS
[24 CFR 982.301, 982.302]

INTRODUCTION

The procedures described in this Chapter are designed to ensure that applicants selected to participate in the Section 8 Program are given enough information and guidance to locate an acceptable housing unit. After eligibility has been determined, the applicant will be given a briefing session to explain how the Section 8 Program works. The briefing session will provide a broad description of landlord and tenant responsibilities, Program procedures, and steps to follow in finding a unit. The applicant will also receive a briefing packet which provides more detailed information about the Section 8 Program, including the portability provision. Under portability, a participant household may move to another jurisdiction with the Section 8 rental assistance.

A. VOUCHER ISSUANCE [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, Vouchers will be issued to applicants whose eligibility has been determined. The number of Vouchers issued will ensure that the Program is fully utilized.

B. BRIEFING SESSIONS [24 CFR 982.301]

A briefing session will be conducted after the applicant family has been determined to be eligible for assistance. The purpose of the briefing session is to explain the documents in the Voucher holder's packet to ensure that the head of household is fully informed about the Section 8 Program. This briefing session will prepare the tenant to discuss the Program with potential landlords and property managers. The Housing Authority staff will provide assistance whenever necessary to ensure that the tenant is successful in locating a unit.

A briefing packet will be given to the tenant which contains the following information:

1. The Voucher with the expiration date and the procedure to follow if an extension of time is needed.

2. A statement concerning rent reasonableness.

3. An explanation of the payment standards used in the Voucher Program. A sample case study will be included to illustrate how the amount of subsidy is calculated.

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4. A map of Burbank showing the boundaries of the geographical area under the jurisdiction of the Burbank Housing Authority.

5. A written statement concerning portability which explains that Burbank residents are allowed to move anywhere in the United States with their Voucher. Non-residents must move into the City of Burbank to participate in the Program. They would be required to live in Burbank for a period of one year before being allowed to move outside of Burbank.

6. A Request for Tenancy Approval form, a Rent Schedule to show the rents for other units in the same building, an IRS W-9 form and a Direct Deposit Authorization form all to be completed by the landlord.

7. Procedures for meeting the timelines for submission of the appropriate forms.

8. A sample lease to be used by the landlord and the *Addendum to the Lease* form for the landlord and tenant to sign.

9. The HUD brochure "A Good Place to Live."

10. The HUD brochure on lead-based paint.

11. Information on equal opportunity laws and a copy of the *Housing Discrimination Complaint* (HUD-903).

12. Information concerning the Southern California Housing Rights Center.

13. A list of available apartments that has been supplied by landlords who are interested in renting their units to Section 8 tenants.

14. The "Family Obligations" under the Section 8 Program as shown on the Voucher.

15. The grounds on which the Burbank Housing Authority may terminate assistance based on Program violations or failure to cooperate.

16. The Informal Hearing procedures, including the reasons why an Informal Hearing may be requested, and the procedures to request an Informal Hearing.

17. The HUD-required "tenancy addendum" that must be included in the lease.

18. A statement of the PHA policy on providing information about a family to prospective owners.

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19. An explanation of subsidy standards, including when the BHA will consider granting exceptions to the standards and when exceptions are required as a reasonable accommodation for persons with disabilities.

20. The advantages of areas that do not have a high concentration of low-income families.

21. Information on how to request a reasonable accommodation or modification including information on requesting exception payment standards as a reasonable accommodation. if the family includes a person with disabilities, the BHA is required to provide a current listing of accessible units known to the BHA and, if necessary, other assistance in locating an available accessible dwelling unit.

The printed material will be explained at the briefing session and the tenant will be encouraged to ask questions. The briefing session will emphasize the fact that the tenant has the ability to choose a unit that is geographically advantageous to be near employment, schools, medical facilities, childcare providers and any other service that may be required by the household. The tenant will be encouraged to keep in contact with the Housing Authority office to report on any difficulties that may be encountered in trying to locate a suitable unit. The BHA will also provide information regarding the reasonable accommodation process at this time.

The Burbank Housing Authority will comply with the reauthorized and amended Violence Against Women Reauthorization Act of 2022 (VAWA), which protects individuals who are survivors of domestic violence, dating violence, sexual assault and stalking, regardless of sex, sexual orientation, or gender identity from being evicted or terminated from housing assistance based on acts of such violence against them. More information in Chapter 11.

Requests to Move

An individual briefing session will be held for participants who will be issued Vouchers to move. These tenants will need to provide current income information and will need to provide a copy of the written 30-Day Notice to Move that they have given to their current landlord. A briefing session will be given to incoming and outgoing portable households.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing session, the tenant will be encouraged to locate housing that meets their individual needs. The Housing Authority does not select the location of the housing and

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leaves the freedom of choice entirely to the tenant. A map of Burbank, which shows the areas with the highest percentage of low-income residents, will be discussed. During the briefing session, the tenant will be encouraged to move outside of those areas.

D. DISCRIMINATION CLAIMS

Tenants who claim that they have been discriminated against will be encouraged to contact the Housing Authority and to report such violations. The tenants will be referred to the Southern California Housing Rights Center for counseling and investigation. The City of Burbank has a contract with this agency to handle any complaints concerning discrimination in housing. The head of household will be given the *Housing Discrimination Complaint* (HUD-903) to be filed with federal government.

E. TERM OF THE VOUCHER [24 CFR 982.303]

During the briefing session, the applicant will be issued a Voucher with a term of 60 calendar days. This document represents a contractual agreement between the Burbank Housing Authority and the tenant, which specifies the rights and responsibilities of each party.

Extensions

An eligible household may request an extension of the Voucher for an additional 60 calendar days. This request does not need to be in writing, but it must be requested prior to the expiration date of the Voucher. The head of household needs to provide an explanation of the efforts made to find a unit. The Housing Authority will assist the household in finding a suitable unit by providing updated listings of available apartments, online rental information, current listings from local newspapers, and negotiating with landlords as needed.

Suspensions

The PHA must provide for suspension of the initial or any extended term of the voucher from the date that the family submits a request for PHA approval of the tenancy (RTA) until the date the PHA notifies the family in writing whether the request has been approved or denied.

Expirations

The Voucher is valid for a total term of 120 calendar days. The household must submit a *Request for Tenancy Approval* within that period or the Voucher will expire. If the Voucher does expire, the head of household may request an Informal Review. For

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households with a person with a disability, an extension of 60 calendar days will be granted upon request as a reasonable accommodation. The Housing Authority does allow for suspensions (tolling) of time on the term of the Voucher.

F. PORTABILITY [24 CFR 982.353, 355]

Portability is the practice of Section 8 tenants being allowed to take their rental assistance with them when they move. A Program participant has a statutory right of nationwide portability to any jurisdiction where a Housing Authority is administering the Section 8 Voucher Program. The Housing Authority that issues the Voucher for the first time is called the initial Housing Authority. When the household relocates to another jurisdiction that Housing Authority is referred to as the receiving Housing Authority.

For admission to the Program, the household must be income eligible in the area where the household initially leases a unit with assistance. The receiving Housing Authority does not re-determine eligibility for a portable household that was already receiving assistance in the initial Housing Authority's Section 8 Program. However, for a portable household that was not already receiving assistance, the initial Housing Authority must determine whether the household is eligible for admission to the Receiving Housing Authority's Program.

Burbank residents will be allowed to move out of the jurisdiction during their first year on the Program if they desire. Non-residents need to live in Burbank for their first year of Program participation before being allowed to move to another jurisdiction. In order to qualify for portability, the household must be income eligible in the geographical area where the assisted unit is located.

The receiving Housing Authority must issue a Voucher to the Household. The term of the receiving Housing Authority Voucher may not expire before 30 calendar days from the expiration date of the initial PHA voucher. The receiving Housing Authority must determine whether to extend the Voucher term. The household must submit a Request for Tenancy Approval to the receiving Housing Authority during the term of the Voucher issued by the receiving Housing Authority.

Households that are moving out of Burbank will need to inform the Housing Authority of the location of the new unit. The Burbank Housing Authority will contact the receiving Housing Authority and send the agency the appropriate transfer documents. In situations where household are moving into Burbank under portability, the sending Housing Authority will need to follow the same procedure. If other Housing Authorities decide to bill the Burbank Housing Authority for tenants who moved out of Burbank, the payments will be made on a monthly basis to the appropriate Housing Authority at the same time as the other payments to landlords are made.

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G. VOUCHER ISSUANCE FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In instances where an assisted household is divided into two otherwise eligible components, due to divorce or legal separation, the tenants will need to decide which household component will receive the Voucher. A reduction in household size may require a reduction in the bedroom size shown on the Voucher.

H. REMAINING HOUSEHOLD MEMBER [24 CFR 982.315]

In cases where the head of household is no longer in the unit, the household member remaining in the unit may be entitled to continued assistance. The remaining household member must have been on the lease and must have been approved by the Burbank Housing Authority to be living in the unit before the head of household vacated. A live-in aide, by definition, is not a member of the household (although considered in household size for appropriate voucher issuance) and will not be considered a remaining member.

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CHAPTER 9

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

This Chapter describes the policies and procedures that pertain to processing the required forms to place a rental unit under the Section 8 Program. All of these procedures must be followed in the proper sequence and all documents must be executed by all parties before the first housing assistance payment is made.

A. REQUEST FOR TENANCY APPROVAL [24 CFR 982.305 (b)]

The *Request for Tenancy Approval* (RTA) is the first document that is signed when the tenant finds a suitable unit for the Program. This form must be signed by the landlord and the tenant and needs to be submitted to the Housing Authority during the period that the Voucher is valid. The information on the form will be reviewed to determine whether the unit qualifies for the Section 8 Program. The landlord must also submit a rent schedule for the other units in the building. The rent for the selected unit will be reviewed in comparison with the unassisted units. In addition, the landlord will need to provide proof of ownership, such as a grant deed or tax bill, and must sign the W-9 form for the IRS. If the property is managed by a professional property management company, a copy of the management agreement must be provided. The unit will be inspected after all of this documentation is received.

If the *Request for Tenancy Approval* cannot be approved for any reason, the landlord and the tenant will be contacted immediately. They will be advised concerning the steps that would be necessary to approve the unit. If the landlord does not want to take steps to change the circumstances, such as reducing the rent or making the repairs, then the tenant will be encouraged to look for another unit. At that time, the tenant will be given a new *Request for Tenancy Approval* form to be used elsewhere.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.352]

All typical structure types, including but not limited to single-family houses, condominiums, townhouses, multi-family apartment units and mobile homes are eligible for inclusion in the Section 8 Program. However, there are no existing mobile home parks in the City of Burbank. If at any point in the future, one such park is developed, this type of housing will be included as being eligible for participation in the Section 8 Program.

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C. SPECIAL HOUSING TYPES [24 CFR 982.601]

There are special housing types that are eligible for Section 8 assistance as a reasonable accommodation for a person with a disability. The participant must provide a certification from a medical professional that this type of housing is necessary. The following types of housing fall within this category:

Single Room Occupancy (SRO) Housing [24 CFR 982.604]

For a person residing in SRO housing, the payment standard is 75 percent of the zero-bedroom payment standard and the utility allowance is 75 percent of the zero-bedroom utility allowance.

Congregate Housing [24 CFR 982.608]

Unless there is a live-in aide, the household residing in congregate housing, the payment standard is the zero-bedroom payment standard amount. If there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard is the one-bedroom payment standard amount.

Group Home [24 CFR 982.613]

Unless there is a live-in aide, the payment standard for a person who resides in a group home is the lower of the payment standard for the household size or the pro-rata share of the payment standard for the group home size. The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Shared Housing [24 CFR 982.617]

An assisted household may live in shared housing with other assisted or unassisted residents including the owner of the residence. The payment standard is the lower of the payment standard for the household size or the pro-rata portion of the payment standard for the shared housing unit size. The utility allowance is the pro-rata portion of the utility allowance for the shared housing unit.

Cooperative Housing [24 CFR 982.619]

For this type of housing, the rent to landlord is the monthly carrying charge under the agreement between the assisted member and the cooperative. The carrying charge consists of the amount assessed to the member which covers the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. This monthly amount is subject to the rent limitations in the Section 8 Program.

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D. LEASE REVIEW [24 CFR 982.308]

The Housing Authority will provide a sample lease and will encourage the landlord to use that form. If the landlord submits a different lease, the Housing Authority may review the lease to determine if the lease complies with State and local law. The Housing Authority may decline to approve the tenancy if the Housing Authority determines that the lease does not comply with State or local law. House rules of the landlord may be attached to the lease as an addendum, provided that they do not violate any fair housing provisions and do not conflict with the *Addendum to Lease* form that is required by HUD.

E. RENT REASONABLENESS [24 CFR 982.507]

The Housing Authority will not approve a lease until it has been determined that the rent is reasonable compared to rents for unassisted units.

This determination will be made:

1. At initial lease-up,
2. Any time the landlord requests a rent increase,
3. When directed by HUD,
4. At the HAP contract anniversary if there is a 10 percent decrease in the published fair market rent (FMR) in effect 60 days before the HAP contract anniversary.

The Housing Authority may also re-determine reasonable rents at any time. The rent charged for a unit under the Section 8 Program cannot be the highest rent for that size unit in the building. Landlords will be required to provide rent schedules for all of the units in their building where the Section 8 unit is located.

The Housing Authority will maintain a Rent Comparable Reference Guide to be used to determine rent reasonableness. The items that will be included will be:

1. Number of bedrooms,
2. Square footage,
3. Quality,
4. Amenities (dishwasher, air conditioning, covered parking),
5. Age of unit,
6. Neighborhood, and
7. Unit type.

The listings in the Reference Guide will be updated annually. A point system to rate the comparability of units will be used and documented in the case file. At least three

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comparables will be used for new units (initial lease-up) and one comparable will be used when the landlord requests a rent increase.

Units considered assisted due to a rent restriction remain excluded from rent reasonableness determinations until the PHA is notified by the owner or otherwise determines that the rent restriction has expired, or the restricted rents are no longer below market.

F. INFORMATION TO LANDLORDS [24 CFR 982.307(B), 982.54 (d)(7)]

When landlords call the Burbank Housing Authority to obtain information concerning tenants, they will be told that information about tenants is not given to individuals. Landlords will be encouraged to follow their standard screening procedures to determine the suitability of Voucher holders as tenants. If a landlord needs to obtain specific information about a previous tenant who is still on the Section 8 Program, a staff person will call the tenant and request that the tenant call the landlord.

G. DISAPPROVAL OF LANDLORDS [24 CFR 982.306]

A landlord does not have a right to participate in the Section 8 Program. There are certain circumstances under which a property landlord will be disapproved for participation. These circumstances include but are not limited to:

1. HUD has informed the Burbank Housing Authority that the landlord has been disbarred, suspended, or subject to a limited denial of participation under federal regulations.

2. HUD has informed the Housing Authority that the federal government has instituted an administrative or judicial action against the landlord for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

3. HUD has informed the Housing Authority that a court or administrative agency has determined that the landlord has violated the Fair housing Act or other federal equal opportunity requirements.

4. The landlord has a conflict of interest with the Section 8 Program.

5. The landlord has violated his/her obligations under the Section 8 Program with other tenants.

6. The landlord has a history or practice of non-compliance with the Housing Quality Standards for units leased under the Section 8 Program.

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7. The landlord is verbally abusive or belligerent to any member of the Housing Authority staff.

8. The landlord threatens violence against any member of the Housing Authority staff.

9. The landlord is related to any household member as a parent, child, grandparent, grandchild, sister or brother. This restriction will be waived as a reasonable accommodation for a household that has a person with a disability.

H. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

In order to finalize the contract process, the landlord and the tenant will execute the Lease and the *Addendum to the Lease*. The landlord and the Housing Authority will execute the *Housing Assistance Payments Contract* and copies will be given to all parties. The unit must pass inspection prior to the first payment under the contract. Payments to landlords are made on the first day of the month unless the first falls on a weekend or holiday, then the payment will be made the first following business day. The term of the contract is specified on the documents as the first day of assistance. The contract continues as long as the tenant continues to receive assistance in that unit.

I. RECERTIFICATIONS [24 CFR 982.516]

The income of each participant household is required to be recertified annually. Third party verification will be obtained for income and assets. The recertification process will commence 90 days before the anniversary date of the Housing Assistance Payments Contract. Income limits are not used as a test for continued eligibility at recertification. The household remains eligible for participation as long as the tenant portion does not equal the rent.

J. RENT INCREASES

Rent increases in the Voucher Program must be given in writing to the tenant and the Housing Authority 60 days in advance. In all cases, the new rent must be considered reasonable when compared to unassisted units.

The Housing Authority will not approve a rent increase for a unit that is in failed HQS status or subject to abatement of Housing Assistance Payments.

K. CHANGE IN OWNERSHIP

The Housing Authority will process a change of ownership upon the request of the new landlord when it is accompanied by a copy of the escrow statement or a recorded grant

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deed showing the transfer of title. The new landlord must sign the W-9 form for the IRS. The Housing Authority will confirm that the Taxpayer Identification Number (TIN) matches the IRS records by ordering an online TinCheck report. All of this documentation must be complete before a payment is made to the new landlord. The recertification date for the tenant will remain the same.

L. MOVES [24 CFR 982.354]

The Program regulations allow households to move with continued assistance provided that they are in good standing with the Housing Authority. The household is informed that they should not move in the first year of a new Housing Assistance Payments Contract. However, there are situations that may necessitate the household to move.

These situations include the following circumstances:

1. The lease was terminated by mutual agreement between the landlord and the tenant.

2. The landlord has given the household a notice to vacate or has commenced an action to evict the tenant.

3. The household has given the landlord a written 30-Day Notice of Intent to Vacate and has provided a copy to the Housing Authority.

4. The lease for the old unit has termination because the Housing Authority has canceled the Housing Assistance Payments Contract for landlord breach of obligations or the unit does not pass inspection.

At the time of a move, the assistance will stop at the old unit at the end of the month in which the tenant ceases to occupy the unit. Assistance will start in the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the household moves. A move within the same building or project will be processed like any other move.

Households that owe the Burbank Housing Authority money under a Repayment Agreement must pay all monies owed in full before being allowed to move. This requirement may be waived if the inability to move would present a hardship to the tenant. Any exception to this rule would need to be approved by the Housing Administrator.

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CHAPTER 10

HOUSING QUALITY STANDARDS AND INSPECTIONS
[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards are the HUD minimum quality standards for the Section 8 Program. Units are required to meet these standards at both initial occupancy and during the term of the assistance. These standards apply to the unit, the building, and the premises. Newly leased units must pass the Housing Quality Standards inspection before the beginning date of assistance.

The Burbank Housing Authority will inspect each unit under the Section 8 Program at least once per year. Quality control inspections will be performed by a Housing staff member on at least five percent of all units under contract. This Chapter describes the procedures for performing Housing Quality Standards inspections and the time frames to be used for repairs. It also explains the responsibilities of the landlord and tenant as well as the consequences of non-compliance with the Housing Quality Standards requirements.

A. TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

Initial Inspections

At the time that the *Request for Tenancy Approval* is submitted, an initial inspection will be scheduled to be performed within five working days. The purpose of the initial inspection is to make sure that the unit meets the minimum requirements for decent, safe and sanitary housing, which are contained in the Housing Quality Standards. The requirements for the various items to be inspected are contained in the *HUD Inspection Report*. This report form is completed for all units approved for the Section 8 Program.

If a unit does not pass inspection, the landlord and tenant are notified immediately, and the landlord will be given 14 calendar days to make the repairs[3]. The landlord will be allowed to have two reinspection's to check that the repairs have been made. The maximum time period to make these repairs will be 30 calendar days. If the landlord does not make the repairs within the maximum time period, the tenant will need to find another unit. In addition, the utilities must be in service and the appliances must be present and in working order prior to the effective date of the *Housing Assistance Payments Contract*.

[3] The HQS Inspection Manual requires the Burbank Housing Authority Inspector to check for minimum standards of habitability. Using the guidance available, the inspector makes determinations as to whether or not a unit passes inspection. In recent years, bed bugs have reemerged in the United States. Inspectors will utilize the HQS Inspection Manual to determine if a bed bug infestation exists and subsequently the unit may fail the HQS inspection.

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Biennial Inspections

All units under the Section 8 Program will be inspected at least every two years. However, the Housing Authority reserves the right to inspect units more often as deemed necessary, such as units that do not pass inspection. Those units will be inspected as often as necessary, and more often than once every two years. The landlord and tenant are advised of the inspection date and they must make the unit available for inspection.

Move-Out Inspections

At the time that a tenant moves out of the unit, either the landlord or the tenant may request a move-out inspection in order to verify the condition of the unit.

Special Inspections

If at any time that the landlord or tenant notifies the Housing Authority that the unit does not meet Housing Quality Standards, a special inspection will be performed. The unit will be inspected, and the Inspector will notify the landlord and tenant of any repairs that need to be made. A special inspection may also be conducted as the result of a complaint by a responsible party, such as a property manager, that unauthorized people are living in the unit.

Quality Control Inspections [24 CFR 982.405(b)]

Each month a Housing staff member or other qualified person will conduct quality inspections of at least 5 percent of the total number of units under contract during the fiscal year. The unit sample must include only units that have been inspected within the preceding three months. The purpose of the quality control inspections is to ascertain that each inspector is conducting accurate and complete inspections. This procedure will also ensure that there is consistency among the inspectors in the application of the Housing Quality Standards. A log will be maintained to document the dates that the quality control inspections were conducted.

Time Standards for Repairs

1. Emergency items which endanger health or safety must be corrected by the landlord within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 calendar days.
3. For major repairs, time periods beyond 30 calendar days may be granted.

B. EMERGENCY REPAIR ITEMS [24 CFR 982.401(a)]

The following items are considered to be of an emergency nature and must be corrected within 24 hours of notice by the Inspector:

1. Missing doors.

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2. Waterlogged ceiling in imminent danger of falling.
3. Major plumbing leaks or flooding.
4. Natural gas leak or fumes.
5. Electrical problem which could result in shock or fire.
6. Lack of heat.
7. Utilities not in service.
8. Lack of running hot water.
9. Broken glass where someone could be injured.
10. Obstacle which prevents entrance or exit.
11. Lack of functioning toilet.

C. LEAD-BASED PAINT

The Burbank Housing Authority will notify property owners of their responsibility to remediate lead-based paint in accordance with EPA standards as outlined in CCR § 745.227. If an Inspector makes note of deteriorated (peeling, chipping, chalking, cracking or otherwise damaged) paint in a unit (during visual assessment inspections), the Inspector will notify the owner that he or she is legally required to hire an Environmental Protection Agency (EPA) certified tester to determine if lead-based paint exists; and to remediate, if necessary. Once assessment, and if required, remediation is complete, the report is required to be retained by the property owner for review at the request of the Burbank Housing Authority.

D. FAILED INSPECTIONS [24 CFR 982.405, 982.453] [24 CFR 982.404(b)]

If a unit fails to meet Housing Quality Standards, the Housing Authority will abate the rental assistance payment to the landlord. After the repairs have been made, an inspection will be conducted, and rental assistance payments will be resumed if the unit passes inspection. No retroactive payments will be made to the landlord for the period of time that the unit did not comply with the Housing Quality Standards.

E. OWNER AND FAMILY RESPONSIBILITY FOR HQS COMPLIANCE

The Housing Authority will require that owners maintain assisted units in compliance with Housing Quality Standards (HQS) at all times. A unit is considered in noncompliance when HQS deficiencies are identified during inspection, the owner is notified in writing, and the deficiencies are not corrected within the required timeframes.

- **Life-threatening** deficiencies must be corrected within 24 hours.
- **Non-life-threatening** deficiencies must be corrected within 30 days, or within a longer period approved by the BHA.

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The family is responsible for HQS deficiencies caused by the family or household members, including failure to pay family-paid utilities, failure to maintain family-supplied appliances, and conditions such as excessive clutter or poor housekeeping.

Families will be notified in writing with an appointment to come into the office for counselling if their annual inspection fails for poor housekeeping two consecutive years. If the family does not show improvement with their housekeeping habits, the Housing Authority may propose termination of the family's rental assistance for breach of HQS and violation of the program's Family Obligations.

F. DETERMINATION OF HQS NONCOMPLIANCE

A unit is considered in HQS noncompliance when:

1. HQS deficiencies are identified during inspection;
2. The owner has been notified in writing;
3. The deficiencies are not corrected within required or approved timeframes.

G. REINSPECTION AND RESUMPTION OF ASSISTANCE

Upon notification by the owner that all HQS deficiencies have been corrected, the Housing Authority will conduct a reinspection within a reasonable timeframe. If the unit passes HQS inspection within 60 days, or within a longer period approved by the Housing Authority, HAP will resume effective the date the unit is determined to be HQS compliant. No HAP will be paid for the period during which assistance was abated.

H. TERMINATION OF THE HAP CONTRACT DUE TO HQS NONCOMPLIANCE

If the owner fails to correct HQS deficiencies within 60 days of the notice of abatement, or within a longer period approved by the BHA, the BHA will terminate the HAP contract. The BHA will issue the family a voucher to relocate at least 30 days prior to the effective date of HAP contract termination.

I. RELOCATION AND VOUCHER SEARCH PERIOD

When the HAP contract is terminated due to owner-caused HQS noncompliance, the BHA will provide the family with at least 90 days to locate and lease a new unit. The BHA may grant extensions in accordance with Administrative Plan policies. Assistance may be terminated if the family is unable to lease a unit within the BHA-approved search period.

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J. NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE) [24 CFR, 5.703]

HUD is currently transitioning its HQS inspection requirements to the National Standards for the Physical Inspection of Real Estate (NSPIRE). The BHA shall comply with all NSPIRE requirements upon HUD's formal implementation mandate. Until such time, the BHA shall continue to administer inspections in accordance with the pre-NSPIRE protocols set forth in this chapter. Program participants and property owners shall be provided advance notice prior to the effective date of BHA's NSPIRE implementation.

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CHAPTER 11

DENIAL OR TERMINATION OF ASSISTANCE

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INTRODUCTION

The federal regulations dictate circumstances when assistance must be denied or terminated due to willful action or inaction by the applicant or participant household. The Burbank Housing Authority has not established any other circumstances under which such action is necessary. There is a concerted effort made to inform applicants and participants about their responsibilities and obligations under the Section 8 Program. At the initial briefing session, the requirements of the Program are discussed with the head of household and the reasons for denial or termination of assistance are explained. This Chapter also describes the situations where the Housing Authority is required to deny or terminate assistance.

VIOLENCE AGAINST WOMEN AND REAUTHORIZATION ACT OF 2022 (VAWA)

The Burbank Housing Authority will comply with the reauthorized and amended Violence Against Women Reauthorization Act of 2022 (VAWA). VAWA protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity from being evicted or terminated from housing assistance based on acts of such violence against them. Victims will need to complete any of the HUD forms that would best apply to their situation under current law, signed and submitted by the family along with written certification from a knowledgeable professional. Finally, staff will follow HUD rules and regulations when an applicant, resident, or tenant requests admission or continued residency as a result of being a self-petitioner under VAWA (non-citizen victims) and will have on file an Emergency Transfer Plan as required by HUD. HUD's Offices of Fair Housing and Equal Opportunity and General Counsel will enforce VAWA 2022 using existing Fair Housing Act complaint process. The BHA will continue to comply as regulations and policies are issued and implemented by HUD.

VAWA 2022 revises the definition of "domestic violence" and adds the definitions of "economic abuse" and technological abuse as noted in the Glossary."

A. GROUNDS FOR DENIAL OF ASSISTANCE TO APPLICANTS [24 CFR 982.552 and 982.553]

A person who applies for the Section 8 Program is considered an applicant from the time that the initial application is submitted and ends with the expiration of the Voucher or the execution of a Housing Assistance Payments Contract. Applicants will have their admission denied for any of the following as mandated by HUD and outlined in Chapter 2:

1. If any member of the applicant family fails to sign and submit the HUD or Housing Authority required consent forms for obtaining information.
2. If no member of the applicant family is a citizen of the United States or eligible immigrant.
3. If an individual in the applicant family is convicted of manufacturing or producing methamphetamine.
4. If any member of the applicant family is subject to a lifetime registration requirement under a state sex offender registration program.

In addition, applicants may have their ability to participate in the Program denied due to the following reasons:

1. The existing applicant family income at the time eligibility is reviewed exceeds the limits for the Program.

2. Any adult member of the applicant family has a conviction for drug-related or is or has been currently engaged in drug-related or criminal activity as outlined in Chapter 2 – Section F, Eligibility for Admission.

3. Any adult member of the applicant family that has a conviction for violent criminal activity as outlined in Chapter 2 – Section F, Eligibility for Admission.

4. Pursuant to the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the use of medicinal marijuana constitutes use of an illegal drug and is grounds for denial in this federally funded Program. The Burbank Housing Authority may admit an applicant family with a member that no longer uses medicinal marijuana by including the following for review:

   a. Certifies in writing that he or she is not currently engaged in the use of medicinal marijuana, and

   b. Either provides verifiable documentation from a physician of having successfully completed a supervised drug rehabilitation program since the last instance of medicinal marijuana use, or

   c. Provides verifiable documentation from a physician that he or she is no longer using medicinal marijuana.

5. Any adult member of the applicant family violates the “Family Obligations” under the Section 8 Program as listed in Section D of this Chapter.

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6. Any member of the applicant family engages in or threatens abusive or violent behavior toward Burbank Housing Authority personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial of assistance. Threatening behavior refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for denial of assistance. A detailed policy related to this item is on file with the Burbank Housing Authority Office.

B. GROUNDS FOR TERMINATION OF ASSISTANCE TO PARTICIPANTS

[24 CFR 982.552, 982.553]

A tenant is considered a participant from the time that a Housing Assistance Payments Contract is executed, and first rental assistance payment is made. Termination of assistance will occur under the following circumstances:

1. Any member of the household commits drug-related, violent or other criminal activity as described in Section C of this Chapter.

2. Any member of the household violates any one of the "Family Obligations" under the Section 8 Program as listed Section D of this Chapter.

3. The head of household breaches the terms of a Repayment Agreement with the Burbank Housing Authority to repay amounts owed.

4. The household has had a zero rental assistance payment for a period of 180 days due to the fact that the household income is so high that the tenant portion equals the rent.

5. Any member of the household engages in or threatens abusive or violent behavior toward Burbank Housing Authority personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination of assistance. Threatening behavior refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination. A detailed policy related to this item is on file with the Burbank Housing Authority Office.

6. If it is determined existing participants are using medicinal marijuana, defined by the U.S. Department of Housing and Urban Development as marijuana which, when recommended by a physician to treat a serious illness such as

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AIDS, cancer, or glaucoma is legal under California State Law, the Burbank Housing Authority will issue a warning to the participant that use of medicinal marijuana is grounds for termination of assistance.4 The Burbank Housing Authority will offer conditions on assistance to the family and the family must sign the agreement acknowledging that they understand the policy. If the family violates the terms of the Burbank Housing Authority's agreement, program assistance may be terminated.

Participants who have been convicted of manufacturing or producing methamphetamine on the premises of an assisted housing project will have their assistance terminated and will be permanently ineligible for future participation in the Section 8 Program. The Burbank Housing Authority will not deny admission to or terminate assistance under the Section 8 Program for a tenant or an immediate family member if any members of the household are victims or threatened victims of domestic violence, dating violence, sexual assault, stalking, economic abuse, or technological abuse.

If the tenant claims that the denial or termination of assistance is based upon behavior resulting from a disability, the Housing Authority will refer the matter to the ADA Coordinator for the City of Burbank. The ADA Coordinator will review the case to determine if there is an accommodation which would negate the behavior resulting from the disability. This referral will occur before any final determination is effective.

C. "ONE STRIKE" POLICY [HUD Notice PIH 96-27]

The "One Strike" Policy established by HUD is designed to emphasize the fact that federally assisted housing is intended to provide a decent, safe and sanitary place to live and raise families. Assisted housing is not meant to be a place to commit crime, to use drugs, to sell drugs or to terrorize neighbors. It is the intention of the Burbank Housing Authority to fully endorse and implement a policy which is designed to encourage a safe and drug-free community and to keep Program participants free from threats to their personal safety.

Notice of Termination of Assistance

If an adult member of the household is convicted of or engaged in drug-related, violent criminal activity or other criminal activity during the time that the household is participating in the Section 8 Program, the Housing Authority will terminate assistance. In this case, the Housing Authority will give the household a written notice that contains the following information:

4 The Quality Housing and Work Responsibility Act (QHWRA) of 1998 (42 U.S.C. 13661) prohibits the illegal use of controlled substances, including state legalized medicinal marijuana, in housing assistance programs. State laws that legalize medicinal marijuana directly conflict with requirements set forth in QHWRA and are thus subject to federal preemption.

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1. The effective date of the proposed termination,

2. The reason(s) for the proposed termination,

3. The participant's right to request an Informal Hearing to be held before the termination of assistance.

4. The date by which the written request for an Informal Hearing must be received by the Housing Authority.

The Housing Authority will simultaneously provide a written notice of the Housing Assistance Payments Contract termination to the landlord. This notice will not include any details regarding the reason for the termination of assistance.

Confidentiality of Criminal Records

The Housing Authority will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed after the purpose for which it was requested is accomplished. All criminal reports, while needed, will be housed in a locked file with access limited to Housing Authority personnel. If the household is deemed eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer necessary for such determination. If the household's assistance is denied or terminated, the criminal record information shall be shredded upon completion of the review or hearing procedures and a final decision has been made. The Housing Authority will confirm the destruction date with the City Attorney's office before any documents are destroyed. The circumstances of the criminal report and the date that the report was destroyed will be included in the case file.

D. FAMILY OBLIGATIONS [24 CFR 982.551]

In the Section 8 Program, there are certain requirements that applicants and participants must meet in order to remain eligible for Section 8 assistance. These obligations are included in the initial briefing packet and are discussed with new participants. These requirements are sent out to the participants annually at the time of recertification. The family obligations under the Section 8 Program include:

1. The household must supply any information that the Housing Authority or HUD determines is necessary in the administration of the Program, including submission of required evidence of continuing eligibility, including but not limited to citizenship or eligible immigration status (as provided by 24 CFR part 5), and any other additional information, certification, release or other documentation.

2. The household must supply any information requested by the Housing Authority or HUD for use in a regularly scheduled reexamination or interim

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reexamination of household income and composition in accordance with HUD requirements.

3. The household must disclose and verify Social Security Numbers (as provided by 24 CFR part 5, subpart B) and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 5, subpart B.

4. All information supplied by the household must be true and complete.

5. The household is responsible for any Housing Quality Standards breach caused by the household as described in 982.404(b).

6. The household must allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.

7. The household may not commit any serious or repeated violations of the lease.

8. The household must notify the landlord and, at the same time, notify the Housing Authority before moving out of the unit or terminating the lease.

9. The household must promptly give the Housing Authority a copy of any owner eviction notice.

10. The household must use the assisted unit for residence by the household. The unit must be the household's only residence.

11. The household must promptly inform the Housing Authority of the addition of any members to the household. This requirement includes additions to the household from birth, adoption or court-awarded custody of a child. The addition of adult household members will require screening for drug-related or violent criminal activity convictions.

12. The household must promptly notify the Housing Authority if any household member no longer resides in the unit.

13. If the Housing Authority has given approval, a foster child or a live-in aide may reside in the unit. If the household does not request approval or Housing Authority approval is denied, the household may not allow a foster child or live-in aide to reside with the assisted household.

14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to the primary use of the unit as a residence by members of the household.

15. The household must not sublease or let the unit.

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16. The household must not assign the lease or transfer the unit.

17. The household must supply any information or certification requested by the Housing Authority to verify that the household is living in the unit. Conversely, the household must promptly notify the Housing Authority of any household absences from the unit.

18. The household must not own or have any interest in the unit, unless authorized under the homeownership provision of the Section 8 Program or as a reasonable accommodation for a person with a disability.

19. The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with the Section 8 Program.

20. The members of the household may not engage in drug-related, violent criminal activity or other criminal activity (as outlined in Chapter 2 of this Administrative Plan) that may threaten the health, safety or right to peaceful enjoyment of the premises by other resides or person residing in the immediate vicinity.

21. The members of the household must not abuse alcohol or engage in other disruptive intimidating or abusive activity in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

22. Members of the household may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

E. HOUSING ASSISTANCE PAYMENTS CONTRACT TERMINATION [24 CFR 982.311]

The Housing Assistance Payments Contract (“Contract”) is the contract between the landlord and the Housing Authority which defines the responsibilities of both parties. The term of the Contract is the same as the term of the lease agreement between the landlord and the tenant. After the first year of participation, the lease becomes a month-to-month rental agreement. The Contract may be terminated by the Housing Authority or the landlord. The tenancy may be terminated by the tenant or the landlord.

No future subsidy payments on behalf of the household will be made after the month in which the Contract is terminated. If the household continues to occupy the unit after the Section 8 Contract is terminated, then the household will be responsible for the total amount of rent due to the landlord. If the household decides to move and is still eligible for the Program, then the assistance will be transferred to another unit.

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Any time that the Housing Authority proposes termination of the Housing Assistance Payments Contract, the participant will be given an opportunity for an Informal Hearing. The Housing Authority will give both the participant and the landlord a written 30-Day Notice of Termination. The Housing Assistance Payments Contract will be terminated in the following situations:

1. When the Housing Authority terminates assistance to the participant household.

2. When the household is required to move from a unit due to overcrowding.

3. When the unit does not pass the Housing Quality Standards inspection.

4. When there has been a zero rental assistance payment for 180 days due to the tenant portion of the rent being equal to the rent.

5. When funding is no longer available under the Annual Contributions Contract from the federal government.

F. TERMINATION OF TENANCY BY THE LANDLORD [24 CFR 982.310, 982.455]

If the landlord wishes to terminate the tenancy, the eviction procedures found in the California Civil Code must be followed. The landlord must provide the Housing Authority with a copy of the eviction notice. Housing assistance payments will continue while the tenant remains in the unit provided that the unit meets the Housing Quality Standards. By accepting the monthly payment from the Housing Authority, the landlord certifies that the tenant is still in the unit, the rent is reasonable, the unit is in good condition, and the landlord is in compliance with the Housing Assistance Payments Contract.

G. TERMINATION OF TENANCY BY THE PARTICIPANT [24 CFR 982.309(b)(2)

The participant is not a party to the Housing Assistance Payments Contract, but the Contract will terminate at such time as the household moves out of the unit. The Housing Authority cannot make housing assistance payments for the unit after the household vacates. The household cannot move out of the unit in the first year of lease unless the landlord consents.

H. PROGRAM TERMINATION FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]

Participant households without U.S. citizens or eligible immigrants are not eligible for the Section 8 Program. If a participant household becomes ineligible due to no eligible members, the Housing Assistance Payments Contract will be terminated. If any member of the household claims eligible immigrant status, but the Immigration and Naturalization

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Service (INS) primary and secondary verifications fail to document the eligible status, the household may make an appeal to the INS. Assistance may not be terminated while verification of the eligible immigration status is pending. Prior to the time that the assistance is terminated, the household will be offered an Informal Hearing.
Assistance to the household may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. In addition, assistance to a participant household may not be terminated or denied while the Housing Authority Informal Hearing is pending. However, assistance to an applicant household may be delayed pending the Housing Authority Informal Review.

INS Determination of Ineligibility

If a household member claims to be an eligible immigrant and the INS verification system and manual search do not verify the claim, the Housing Authority will notify the applicant or participant. The notice will be sent within 10 calendar days of determination to inform the household of their right to appeal to the INS within 30 calendar days. The household may also request an Informal Hearing with the Housing Authority either in lieu of or subsequent to the INS appeal. If the household appeals to the INS, they must give the Housing Authority a copy of the appeal and proof of mailing or the Housing Authority may proceed to deny or terminate assistance. The time period to request an appeal may be extended by the Housing Authority for good cause.

The written request for an Informal Hearing must be received by the Housing Authority within 30 calendar days from the date of the letter sent to the applicant or participant. If an appeal was made to the INS, then the request for Informal Hearing must be made within 30 calendar days of receipt of that notice. After receipt of the written request, an Informal Hearing will be conducted in accordance with the procedures described in Chapter 13 for participants. If the Hearing Officer decides that the individual is not eligible, and there are no other eligible household members, then the Housing Authority will deny assistance to the applicant household.

If there are eligible members in the household, the Housing Authority will offer to prorate the assistance or give the household the option to remove the ineligible members. There are other situations that pertain to the Non-Citizen Rule and involve the following actions:

1. If any household member fails to provide documentation or certification as required by the federal regulations, then that member is treated as ineligible.

2. Participants whose termination is carried out after temporary deferral may not request an Informal Hearing at time of termination because they had an

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opportunity to request one at the time of the eligibility determination.

3. Participants whose assistance is pro-rated are entitled to an Informal Hearing based on the grounds that their portion of the rent is being redetermined.

4. Households who are denied participation or are terminated from assistance for fraud in connection with the Non-Citizen Rule are entitled to an Informal Hearing.

Temporary Termination [24 CFR 5.514 (c)(1)(iii)]

If the Housing Authority determines that a household member has knowingly permitted another individual who is not eligible for assistance to reside on a permanent basis, the Housing Authority will terminate assistance for a period of 24 months. This provision does not apply if the ineligible household member was taken into consideration for proration of assistance.

I. TERMINATION OF HAP CONTRACT AND HOUSING CHOICE VOUCHERS (HCV) DUE TO INSUFFICIENT FUNDING [24 CFR 982.454]

The Housing Choice Voucher program regulations allow the Housing Authority to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the Consolidated Annual Contributions Contract (CACC) is insufficient to support continued assistance for families participating in the program.

The Housing Authority will determine whether there is sufficient funding to pay for currently assisted families. Prior to terminating any HAP contracts, the Housing Authority will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures, there is not enough funding available to provide continued assistance for current participants, the Housing Authority will terminate HAP contracts as a last resort.

Before terminating HAP contracts, the Housing Authority will notify the HUD field office and the Financial Management Center (FMC). In addition, the Housing Authority Board must approve any HAP contract terminations due to insufficient funding.

The Housing Authority will terminate HAP contracts and/or cancel HCV in the following order:

1. Cancel all outstanding vouchers issued to applicants from the waiting list.
2. Contact receiving Housing Agencies to request absorption of portable contracts.
3. Cancel all outstanding vouchers for participants who are not currently being assisted in a contracted unit.
4. Participants with zero HAP contracts.

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5. Participants residing in income-restricted units including those properties with tax credits funds, HUD funding, former redevelopment agency funding, etc.
6. Participants with disregard income. Disregard income may include:
   a. Wages from adult full-time students.
   b. Foster care payments.
   c. Adoption assistance payments.
   d. Lump sum additions to household income (Inheritances, insurance settlements, etc.).
7. Participants that are non-elderly and non-disabled households.
8. Participants that are elderly and disabled households.
9. Participants with Special Purpose Vouchers (SPVs).

Participants whose termination was the result of insufficient funding will not be automatically reinstated when funding becomes available. Terminated participants will need to reapply for the HCV program once the waiting list is open. Reapplying does not guarantee the family will be selected to participate in the HCV program. Applicants will be placed on the waitlist in accordance with the Chapter 4 of the BHA Administrative Plan.

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CHAPTER 12

REPAYMENT/RECOVERY OF OUTSTANDING DEBTS

[24CFR 982.453(b), 982.552 (v)(vii)]

INTRODUCTION

This Chapter describes the policies to be followed to recover funds that are owed by tenants and landlords to the Burbank Housing Authority. In an effort to prevent overpayments, the Burbank Housing Authority informs Program participants about the Section 8 Program rules and regulations on a regular basis. Before a debt is assessed, the participant or the landlord will be given ample opportunity to present documentation that would dispute the Housing Authority assertion that an overpayment has been made. The case file will contain written documentation concerning the cause of the overpayment and the calculations to determine the amount of the debt. The Burbank Housing Authority will use a variety of collection methods to recover debts including, but not limited to:

1. Repayment agreements
2. Collection agencies
3. Abatements
4. Reductions
5. Income tax set-off programs
6. Civil Suits
7. Credit bureaus
8. Prosecutions

A. REPAYMENTS

There are situations where participants do not report changes in household income and receive more rental assistance than they are entitled to under the Program regulations. Case Managers will meet with participants to review the overpayment calculation and participants may submit any additional documents or paperwork relevant to the situation at this time. At the conclusion of this meeting, participant will be required to sign an Overpayment and Repayment Agreement that states the participant has 60 days to begin reimbursing the Housing Authority. Failure to sign the Agreement may result in termination of assistance. If the payment is not made within the 60 day period, the rental assistance may be terminated. If an overpayment occurs in the future due to the tenant's failure to report changes, the rental assistance may be terminated based on the amount of the overpayment. A second Repayment Agreement may be offered if the second overpayment, combined with the first overpayment, is not over $10,000. Under no circumstances, however, will a participant be offered a third Repayment Agreement. In the case of a third overpayment, rental assistance will be terminated for failure to comply with Program requirements.

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B. REPAYMENT AGREEMENTS FOR PARTICIPANTS

[24 CFR 982.552(c)(1)(v)(vii)]

Tenants will be offered a Repayment Agreement to recover the amount owed. A Repayment Agreement is the document entered into between the Housing Authority and the participant who owes the debt.

This agreement will contain the following information:

1. The reason for the overpayment.
2. The total amount of the overpayment.
3. A statement that failure to make a payment may result in termination of assistance.
4. A statement that the entire overpayment must be repaid before the participant can voluntarily move to another unit.
5. A statement that the participant must report all future changes in income and that a second violation may result in termination of assistance.
6. A statement that a third violation will result in termination of assistance.
7. Remedies available to the Housing Authority upon default of the agreement.

The typical arrangement for repayment of the debt will be to offer the participant the opportunity to repay the full amount in one lump sum or to make payments in the amount of $100 per month, or other amount affordable to the participant. The monthly payments must be received by the 10th of the month in order to be considered current. The Housing Authority will not charge interest on the amount that is owed.

There are situations where a tenant, who is current in making payments, would need to move to another unit before the debt is paid in full. In these instances, the Housing Authority will approve such a move if one of the following conditions is met:

1. The household size exceeds the maximum occupancy standards.
2. The Section 8 contract is terminated due to actions of the landlord.
3. The unit is declared to be uninhabitable due to a natural disaster.

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C. LANDLORD DEBTS TO THE HOUSING AUTHORITY [24 CFR 982.453(b)]

If the Housing Authority determines that the landlord has retained a rental assistance payment that the landlord is not entitled to, the Housing Authority will request reimbursement. If the landlord refuses to pay, then the Housing Authority may deduct the amounts from future rental assistance payments for any other units owned by that landlord. If future payments are not sufficient to recover the amount owed, the Housing Authority will require the landlord to pay the amount in full before being allowed to participate in the Section 8 Program in the future.

D. CRITERIA FOR INVESTIGATION OF SUSPECTED FRAUD AND ABUSE

The Housing Authority has the expectation that participants will comply with HUD requirements, provisions of the Voucher, and other Program rules. Staff will make a diligent effort to orient and educate all households in order to avoid unintentional violations. However, the Housing Authority has a responsibility to the federal government, to the community, and to eligible households in need of housing assistance to follow up on indicators of possible fraud and abuse. Under no circumstances will the Housing Authority arbitrarily undertake an inquiry or an audit of a participant household. The Housing Authority will initiate an investigation of a participant household in the event of one or more of the following:

Referrals, Complaints, or Tips. The Housing Authority will follow up on referrals from other agencies, companies or individuals which allege that a participant is in non-compliance with or is violating Program rules. Such follow-up will be made provided that the referral contains at least one item of information that is independently verifiable. The case file will be documented concerning the allegation.

Internal File Review. A follow-up will be made if Housing Authority staff discovers that information in the case file is in conflict with previous file data. Information received from the household which contradicts previous information will be pursued.

Verification of Documentation. A follow-up will be made if the Housing Authority receives independent verification conflicts with information in the case file. These documents may include computer matching reports from other agencies.

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CHAPTER 13

COMPLAINTS AND APPEALS

INTRODUCTION

It is the duty of the Burbank Housing Authority to comply with all Section 8 Program regulations and to exercise a superior level of customer service. All complaints received by the Housing Authority will be taken seriously. There is an appeal process for both applicants and participants who disagree with an action, decision or inaction of the Housing Authority. This Chapter describes the policies, procedures and standards to be used when applicants or participants disagree with Housing Authority decisions. The procedures for Informal Reviews and Informal Hearings will be explained in this section. It is the policy of the Burbank Housing Authority to ensure that all households have the benefits and protections due to them under the law.

A. COMPLAINTS TO THE HOUSING AUTHORITY

The Housing Authority will respond promptly to complaints from applicants, participants, landlords, employees and members of the public. All complaints will be documented in the case file or in the form of a memorandum to the file. Complaints against Housing Authority staff will be referred to the Housing Specialist for initial resolution. If the Housing Specialist is unable to resolve the matter, the complaint will be forwarded to the Housing Authority Manager. If the situation still cannot be resolved, the complaint will be forwarded up the chain of command for resolution.

B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

[24 CFR 982.54(d)(12), 982.554]

When the Housing Authority determines that an applicant is ineligible for the Program, a written notification will be mailed out that specifies the reason and the procedure for requesting an Informal Review. Housing Authority decisions that require the opportunity for an Informal Review include denial of placement on the Section 8 Applicant Waiting List or denial of a claimed preference. If the Housing Authority does not issue a Voucher to an ineligible applicant or does not allow the applicant to participate in the Program after being issued a Voucher, the applicant has the right to request an Informal Review.

There are situations where applicants are not entitled to an Informal Review. Disputes concerning certain established policies and procedures of the Housing Authority, even though they are the basis for a decision to deny assistance to the applicant family, are not included in the Informal Review process.

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The decisions that are not subject to an Informal Review include:

1. Discretionary administrative determinations by the Housing Authority.
2. General policy issues or class grievances.
3. Refusal to extend a Voucher beyond the 120-calendar day maximum.
4. Disapproval of a unit to be placed on the Program.
5. Disapproval of a lease provided by a landlord.
6. Determination that a unit does not meet Housing Quality Standards, including overcrowding.

Request for Informal Review

A request for an Informal Review must be received within 14 calendar days from the date of the Housing Authority written notice of assistance denial. Requests should be in writing for proper documentation, but may be verbal.

Procedure for Informal Review

The Housing Authority Manager or his/her designee will conduct the Informal Review. Information submitted during the informal review shall be limited to the documents and information received prior to the deadline provided by the Burbank Housing Authority. New information not provided within timeframes and deadlines specified, will not be accepted during the Informal Review process. A meeting is not required for this process, however, should a meeting be requested it will be scheduled. The applicant may have an attorney or other representative present at the applicant's own expense. If the tenant requests it, the Housing Authority will have an interpreter available whenever possible.

A written notice of the results of the Informal Review will be sent to the applicant within 14 calendar days of completion of the review process. The notice shall include the decision of the Housing Authority Manager or his/her designee and an explanation of the reasons for the decision. The request for an Informal Review, the supporting documentation, and a copy of the notice of the final decision will be retained in the case file.

C. INFORMAL HEARING PROCEDURES FOR PARTICIPANTS

[24 CFR 982.555 (a-f), 982.54(d) (13)]

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Current participants of the Section 8 Program have the right to request an Informal Hearing within timeframes and deadlines specified when an action adversely affects them. The Housing Authority must provide participants with the opportunity for an Informal Hearing to consider whether Housing Authority decisions are in accordance with HUD regulations and this Administrative Plan. The following areas are subject to the Informal Hearing procedures:

1. Calculation of the household income and the computation of the housing assistance payment.

2. Appropriate utility allowance used from the established schedule.

3. Determination of the number of bedrooms shown on Voucher.

4. Determination that the household is not entitled to an exception under the subsidy standards.

5. Decision to terminate assistance due to action or failure to act by the household, including overpayments, and Housing Quality Standards violations caused by the household.

6. Decision to terminate a Contract of Participation under the Family Self-Sufficiency Program and the forfeiture of escrow account.

Participants are <u>not</u> entitled to an Informal Hearing to dispute established policies and procedures of the Housing Authority, such as:

1. Discretionary administrative determination by the Housing Authority.

2. General policy issues or class grievances.

3. Amounts shown on the Utility Allowance Schedule.

4. Refusal to extend a Voucher beyond the 120-day maximum.

5. Disapproval of a unit to be placed on the Program.

6. Disapproval of a lease provided by a landlord or disapproval of a landlord.

7. Determination that a unit does not meet Housing Quality Standards due to deficiencies that are the responsibility of the landlord.

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8. Determination that the unit is overcrowded.

9. Housing Authority determination to exercise or not exercise any right or remedy against the landlord under the Housing Assistance Payments Contract.

When the Housing Authority determines that it is necessary to propose termination of assistance, the household will be provided with a written notification that contains the following information:

1. The proposed action or decision of the Housing Authority,

2. The date the proposed action or decision will take place,

3. Citation of the regulation used as the basis for the Housing Authority decision,

4. The procedures for requesting an Informal Hearing, and

5. The time limit for requesting an Informal Hearing.

Notification of Hearing

The Housing Authority will schedule an Informal Hearing subject to the earliest availability of the Hearing Officer. A notice of hearing will be sent to the household and will contain the following information:

1. The date and time of the Informal Hearing,

2. The location where the Informal Hearing will be held,

3. The participant's right to bring evidence, witnesses, legal counsel, advocate or other designated representative at their own expense,

4. The participant's right to view any documents or evidence upon which the decision for the proposed action was based. The participant may obtain a copy of such documents prior to the Informal Hearing.

The Informal Hearing

The Informal Hearing shall be conducted by a Hearing Officer, who is a representative from the Los Angeles County Bar Association Dispute Resolution Service. The Hearing Officer will record the Informal Hearing and the audio file will be retained by the Housing Authority after the final decision is rendered. The Informal Hearing shall concern only the issues which are relevant to the Housing Authority action or decision that is being

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contested. Evidence presented at the Informal Hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. No documents may be presented which have not been provided to the other party before the Informal Hearing, if they were requested by the other party. Documents include records and regulations. At the Informal Hearing, participants have the right to:

1. Present written or oral objections to the Housing Authority's determination.

2. Examine the documents in the file which are the basis for the Housing Authority's action, and all documents submitted to the Hearing Officer.

3. Copy any relevant documents at their own expense.

4. Present any information or witnesses pertinent to the issue of the Informal Hearing.

5. Request that Housing Authority staff be available or present at the Informal Hearing to answer questions pertinent to the case.

6. Request that the Housing Authority provide an interpreter.

7. Be represented by legal counsel, advocate, or other designated representative at their own expense.

At the Informal Hearing, the Housing Authority has the right to:

1. Present evidence and any information pertinent to the issue of the Informal Hearing.
2. Be notified if the participant intends to be represented by legal counsel, advocate or another party.

3. Examine and copy any documents to be used by the participant prior to the Informal Hearing.

4. Have the Housing Authority attorney present.

5. Have staff persons or witnesses who are familiar with the case in attendance. During the Informal Hearing, the Hearing Officer may ask the household for additional information. The Hearing Officer may adjourn the Informal Hearing in order to reconvene at a later date, before reaching a final decision. Based upon the evidence and testimony provided at the Informal Hearing, the Hearing Officer will determine whether the action, inaction or decision of the Housing Authority is proper in accordance with HUD regulations and this Administrative Plan. Factual determinations relating to the individual circumstances of the

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household will be based on a preponderance of the evidence presented at the Informal Hearing. All requests for an Informal Hearing, supporting documentation, and a copy of the final decision will be retained in the case file.

A written notice of the final decision of the Hearing Officer will be provided to the Housing Authority within 30 calendar days of the date of the Informal Hearing. The participant will be given a written notice within 14 calendar days concerning this decision and that notice will contain all of the following information:

1. A clear summary of the decision and reasons for the decision.

2. The amount of monies owed, if applicable.

3. Documentation of the calculation of monies owed.

4. The date the decision goes into effect.

D. MITIGATING CIRCUMSTANCES FOR PARTICIPANTS WITH DISABILITIES

[24 CFR, 982.552(c)]

During the Informal Hearing process, participants will be informed in writing that the presence of a disability as defined in the Americans with Disabilities Act may be considered as a mitigating circumstance. An example of a mitigating circumstance would be a person with a cognitive disorder not understanding the requirement to report increases in income or the importance of making regularly scheduled payments on a Repayment Agreement. Participants who claim this mitigating circumstance will have their cases referred to the City of Burbank ADA Coordinator to engage in the interactive process as required by State and Federal laws.

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CHAPTER 14

FAMILY SELF-SUFFICIENCY PROGRAM AND SPECIAL PROVISIONS FOR USE OF TARGETED VOUCHERS

INTRODUCTION

The Family Self-Sufficiency (FSS) Program was created by the National Affordable Housing Act of 1990 and became a mandatory requirement for the receipt of Housing Choice Voucher funding in 1993. The intention of the Program is to leverage public and private sector resources to Housing Choice Voucher participants to achieve economic independence. The FSS Program offers a financial incentive to participants through the establishment of an escrow account which becomes available to the household upon successful completion of their Contract of Participation. The original purpose of the FSS Program has been incorporated in the federal welfare reform legislation of 1996 and consequently the FSS Program is gradually being phased out of the Housing Choice Voucher Programs. The information in this Chapter refers to the FSS requirements and procedures for those tenants who have chosen to participate in the FSS Program. The minimum size of the FSS Program will be reduced over time through attrition.

A. PROGRAM SIZE REQUIREMENTS [24 CFR 984.101]

Each time that the Housing Authority received additional funding from HUD during the period of October 1, 1993, through October 20, 1998, it was mandated that those units be designated as FSS Certificates or Vouchers. During that time period, the Burbank Housing Authority received 50 additional Certificates and Vouchers which made the minimum FSS Program size 50. The Housing Choice Voucher regulations have been changed to state that any FSS participants who successfully complete their Contract of Participation obligations after October 21, 1998, will reduce the minimum size of the FSS Program by that number. This process will continue until FSS is phased out completely.

B. CONTRACT OF PARTICIPATION

In order to participate in the FSS Program, the head of household must sign a Contract of Participation. By regulation, the contract of participation is considered to be concluded when the FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof. This contract may be extended if the participant needs additional time to accomplish certain goals. The FSS Case Manager and the participant develop short term and long-term goals that need to be accomplished in order to move forward in education and work experience. The Contract specifies the tenant responsibilities and the timelines to be followed. The FSS Case Manager will provide the participant with various resources and referrals concerning education and job placement. The Contract of Participation will be

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monitored annually to evaluate progress and to make modifications to short term goals if necessary. Contract of participation may be extended for good cause to include:

(i) Circumstances beyond the control of the FSS family, as determined by the PHA or owner, such as a serious illness or involuntary loss of employment;
(ii) Active pursuit of a current or additional goal that will result in furtherance of self-sufficiency during the period of the extension (e.g., completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.) as determined by the PHA or owner or
(iii) Any other circumstances that the PHA or owner determines warrants an extension, as long as the request is reasonable and the PHA or owner is consistent in its determination as to which circumstances warrant an extension.

C. ESCROW ACCOUNT

The financial incentive for participants to use the FSS Program is the escrow account. The Housing Authority establishes an escrow account for a participant at the time that there is an increase in the tenant portion of rent based on increased income from earnings. Although the tenant actually pays the increase in tenant rent to the landlord, the Housing Authority calculates the differential between the previous payment and the new payment to determine the amount that is credited to the escrow account every month. If the participant who successfully completes the goals established in the Contract of Participation and is employed full time (working a minimum of 32 hours a week), at the time of Contract completion the escrow account will be dispersed to the tenant. If the FSS participant requests an interim disbursement, the Housing Authority will review on a case-by-case basis. Any funds owed to the Housing Authority by the tenant would be deducted from the escrow amount first. If the participant does not successfully complete the goals and the Contract of Participation is terminated, the escrow account will be forfeited.

D. PORTABILITY [24 CFR 984.306]

Participants in the FSS Program may request to move under portability to another jurisdiction. The Housing Authority will approve this request provided that the landlord and tenant have mutually agreed to terminate the Housing Choice Voucher lease and contract. After the first 12 months of participation in the FSS Program, the tenant may move to another jurisdiction under portability in the same manner as other Housing Choice Voucher participants.

E. TERMINATION OF CONTRACT OF PARTICIPATION

The participant may decide at any time to terminate the FSS Contract of Participation and the Housing Authority will close out the escrow account at that time. The participant will continue to receive Housing Choice Voucher rental assistance as before. The Housing

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Authority may terminate the FSS Contract of Participation when the participant does any of the following:

1. Fails to complete the requirements of the Contract of Participation within the term.

2. Violation of obligations under the Contract of Participation.

3. Violation of Housing Choice Voucher Program requirements.

Participants who are terminated from the FSS Program have the same right to an Informal Hearing. If at any time in the future, the head of FSS household may request to participate in the FSS Program again. The Housing Authority would need to document the file to explain why it is reasonable to believe that the previous problems have been corrected and the Contract of Participation will be reinstated.

F. ACTION PLAN [24 CFR 984.201]

The following Action Plan for the Family Self-Sufficiency Program was originally prepared in 1993 and was submitted to HUD to demonstrate that the Burbank Housing Authority had the administrative capacity to implement the FSS Program. It describes the cooperative effort between the Burbank Housing Authority and the Verdugo Private Industry Council in providing supportive services to Housing Choice Voucher participants to become financially independent. The format of the Action Plan follows a series of questions that needed to be answered to demonstrate to HUD that the Burbank Housing Authority had addressed the various issues of concern. The numbered sections correspond to the listing of these items in the Federal Register, Volume 58, No. 101 that was dated May 27, 1993. The Burbank Housing Authority was approved to participate in the FSS Program and this Action Plan is incorporated in the Administrative Plan for reference.

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FAMILY SELF-SUFFICIENCY PROGRAM

ACTION PLAN

November 1993
Updated March 2015 and September 2022

1. The participants in the Family Self-Sufficiency (FSS) Program administered by the Burbank Housing Authority will be taken from the Housing Choice Voucher Programs. The demographic composition of this population will reflect the characteristics of the current Program participants. The racial and ethnic breakdown of the Housing Choice Voucher Program in 1993 was 58% White, 6% Black, 2% Asian or Pacific Islander, 33% White/Hispanic, and 1% Other. As of 2022, the racial and ethnic breakdown of the Housing Choice Voucher Programs is 81% White, 5% Black, 2% Asian or Pacific Islander, and 12% Hispanic.

2. The supportive services that are required for the FSS participants include, but are not limited to, child care, transportation, education and skills assessment, remedial education, high school diploma or equivalency preparation, college education, vocational training, job training, job preparation and counseling, substance abuse treatment and counseling, homemaking and parenting skills, household management skills, money management and budgeting, grooming skills, job development and placement, social skills, health care, nutrition, legal assistance, motivation and self-esteem counseling, time management, assistance in dealing with various government agencies and mentoring. The case management approach is practiced in order to define and address the individual needs of the participant.

3. There are adequate supportive services in the community to accommodate the needs of the 50 households participating in the FSS Program. The Verdugo Private Industry Council serves as the resource center for the various supportive services for the cities of Burbank and Glendale. Participants have graduated from the program; therefore, the required figure continues to change over the years.

4. The Verdugo Private Industry Council (VPIC) is a consortium of the cities of Burbank, Glendale and La Canada/Flintridge which serves as the entity that receives federal Job Training Partnership Act funds for the Verdugo service delivery area. The VPIC coordinates various job training and Job placement activities that relate to low income people throughout the entire service delivery area. There are a number of private businesses and public agencies that have representation on the Board of Directors for the VPIC. The following list provides the names of the organizations that have representatives as members of the Coordinating Committee for the FSS Program administered by the Burbank Housing Authority and the Glendale Housing Authority.

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a. The Department of Public social Services for the County of Los Angeles which provides cash assistance, food stamps, and medical coverage to low income families through the Aid to Families with Dependent Children Program. This agency also administers the Greater Avenues to Independence Program (GAIN).

b. The Employment Development Department of the State of California which provides Unemployment Insurance Benefits to people who have been terminated from their jobs. This office also provides job referrals.

c. Alliance for Education is a job training and job placement provider for the long term unemployed, laid off workers and low-income job seekers.

d. Burbank Adult School provides courses designed to help clients obtain high school diplomas, General Education Certificates, reading and math skills, job readiness skills, post-employment skill development, computer training, and job skills for particular positions in the work force.

e. Burbank Temporary Aid Center provides food, temporary shelter, clothing and a variety of supportive services to low income Burbank residents.

f. Verdugo Mental Health Center provides counseling and assessment for low income people with multiple barriers to employment.

g. Armenian Relief Center provides social services to clients within the VPIC service delivery area.

h. Glendale Memorial Hospital Perinatal Clinic provides a variety of services to low income pregnant women and women with children.

i. Glendale Community College provides a variety of educational opportunities for low income students who want to obtain high school diplomas, college credit, job training and job placement.

5. The Housing Authority conducts an initial interview with the head of household and will complete an initial assessment of the individual needs of that household. The head of the FSS family is designated by the participating family. The Housing Authority may make itself available to consult with families on this decision, but it is the assisted household that chooses the head of FSS family that is most suitable for their individual household circumstances. The designation or any changes by the household to the Head of FSS Family must be submitted to the Burbank Housing Authority in writing. The Voucher head of household does not need to participate as the head of the FSS family. The FSS Program is labor intensive because each household will have unique characteristics and requirements. It is the responsibility of the FSS Case Manager to determine the specific needs of the household and to

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coordinate the various programs and community resources available to assist the participant household.

6. Various public and private resources are available throughout the VPIC service delivery area and additional agencies will be contacted if necessary. If there are needs that an individual household has that are not addressed by the agencies represented on the Coordinating Committee, the FSS Case Manager will contact the appropriate agencies for referral. Private employers serve as the resource for on the job training and final career placement.

7. The implementation of the FSS Program includes outreach, tenant selection, initial assessment and creation of an individual training and service plan (ITSP) for the household's successful completion of the goals listed in the Contract of Participation. Referrals can be made to the Verdugo Assessment Center to determine the type of remedial education or job training that the participant requires. A counselor at the Assessment Center will discuss potential career paths with each applicant.

8. The delivery of services related to assessment and job training and ultimately job placement is coordinated through the Verdugo Private Industry Council subcontractors, and various other City and community training and employment programs. The provision of the support services related to child care, transportation, money management and the other related needs is coordinated by the FSS Case Manager, if the tenant requests assistance in these areas. There are a variety of public and private service providers in the Burbank and Glendale area to accommodate the varied needs of the participating households.

9. Letters that describe the FSS program are sent to current tenants on the Voucher Program according to bedroom size. All tenants in that bedroom category are to be sent letters at the same time in order to give everyone an equal opportunity to apply for participation. Requests for participation in the FSS Program are based on date and time of request. The Burbank Housing Authority does not operate other self-sufficiency programs therefore no additional families are expected to enroll. The Burbank Housing Authority does not offer selection preference for porting families.

10. At the time that the tenant signs the Contract of Participation an ITSP is developed. The COP may be modified upon mutual agreement of the Housing Authority and the FSS family. This includes modification of goals in writing with respect to the ITSPs, the contract term and designation of the head of the FSS family. Established goals on the ITSP may be revised, providing that:

    a. The revised goals are comparable to those, which were initially established.

    b. The revised goals can be accomplished within the remaining term of the COP

    Various community resources will be identified that may provide assistance to the tenant. The relationship established between the Case Manager and the tenant

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carry through during the contract period and the tenant is encouraged to rely on the Case manager to assist and guide the tenant in arriving at the ultimate destination of gainful employment and severance from public assistance.

11. The Contract of Participation (COP) is described in the Administrative Plan. The COP is considered to be concluded when the FSS family has fulfilled all of its obligations under the COP, on or before the expiration of the contract term including any extensions thereof. This COP may be extended if the participant needs additional time to accomplish certain goals. The Housing Authority will require a combination of self-certification and third-party verification to document completion of ITSP goals.

12. Any Housing Choice Voucher program participant who declines participation in the FSS Program will remain on the Section 8 Program as before. There is no penalty for refusing to participate.

13. The outreach activities that the Burbank Housing Authority follows are described in the Administrative Plan.

14. Failure to cooperate with the FSS Program requirements can result in cancellation of the FSS Contract of Participation. The procedure to be followed includes giving prompt written notice to the participant concerning determinations that have been made that adversely affect the tenant. The participant will be advised that a further explanation may be requested. Additionally, the notice will advise the participant that a written request for an Informal Hearing may be submitted to the Housing Authority within 10 calendar day from the date of the notice.

    When a request for Informal Hearing is received within the proper time limits, the Hearing will be scheduled within 14 calendar days for receipt of the request. A letter of confirmation will be sent to the participant indicating the date and time for the Hearing. The Informal Hearing will be conducted in accordance to the procedures described in Chapter 13 of the Administrative Plan.

15. The Burbank Housing Authority and City of Burbank have a long-established working relationship with the Verdugo Private Industry Council. The original connection was the Summer Youth Employment and Training Program that was funded with Community Development Block Grant (CDBG) funds. The working relationship between the two agencies continues to be cooperative and productive.

    The fact that the Verdugo Private Industry Council is well-established in this service delivery area is an asset to the FSS program concept. The VPIC has an array of successful programs that have received State recognition. The Burbank Housing Authority and the Glendale Housing Authority are working cooperatively to implement the FSS Program.

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G. SPECIAL PROVISIONS FOR USE OF TARGETED VOUCHERS FOR SPECIAL NEEDS POPULATIONS

The Burbank Housing Authority may administer vouchers per HUD Guidelines, Rules and Regulations as they become available in the future. One such targeted and special use voucher program is the Permanent Supportive Housing Program "formerly Shelter Plus Care Program". The Burbank Housing Authority will oversee the administration and compliance with fiscal controls and accounting procedures of such programs.
For purposes of administering the daily program operations and functions of special needs populations, Interdepartmental Policies and Procedures will be developed and maintained.

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CHAPTER 15

ENTERPRISE INCOME VERIFICATION (EIV) SECURITY POLICY AND PROCEDURES

INTRODUCTION

The EIV system is intended to provide a single source of income-related data to PHAs for use in verifying the income reported by participants in the various assisted housing programs. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system.

A. TYPES OF UPFRONT VERIFICATION OF INCOME PROVIDED BY EIV

The EIV system compares the participant income data obtained from various sources including:

1. Participant-supplied income data captured on Form HUD-50058 and maintained in the PIC databases;

2. U.S. Department of Health and Human Services, National Directory of New Hires (NDNH) data. NDNH becomes the single source for wage, unemployment insurance benefit information, and the new hire (employment) information;

3. Social Security and Supplemental Security Income from the Social Security Administration (information formerly accessed through TASS); and

4. User profile information from the PIC database.

B. WHAT EIV PARTICIPANT DATA IS USED FOR

EIV data is the first level in the hierarchy of income verification. The EIV data may be used in the following way:

1. To verify a participant's eligibility for participation in a HUD rental assistance program and to determine the level of assistance the participant is entitled to receive;

2. No adverse action can be taken against a participant until the PHA has independently verified the EIV and the participant has been granted an opportunity to contest any adverse findings through the established grievance hearing, or other legal procedures.

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Applicability

The procedures in this document apply to all Burbank Housing Authority staff that access EIV data.

Purpose

The purpose of this document is to establish the Burbank Housing Authority's policies and procedures to assure that the practices, controls and safeguards used by Public Housing are in compliance with the Federal laws regarding the protection of this information.

Privacy Act

The data provided via the EIV system will be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy of data and data security for computer systems are covered by a variety of Federal laws and regulations. The Privacy Act of 1974 as amended, 5 U.S.C. 552 (a) is one such regulation. The full text of the Privacy Act can be accessed at http://www.usdoj.gov/fo is/privstat.htm.

Examples of Privacy Act Violations

Public Housing will not rely entirely upon staff to read and understand the Privacy Act. To ensure that staff has a complete understanding of the Privacy Act and how seemingly harmless actions may be violations, examples of Privacy Act violations will be provided during security awareness training. The following example of a security violation was explained during the HUD Satellite Broadcast introducing the EIV system:

EIV data can only be viewed by authorized PHA staff and the individual adult who the information pertains to. This means that EIV data for an adult household member in a participant family cannot be shared with another adult household member of the participant family (even the head of household) unless that family member is present or signs a waiver authorizing the other family member to view their EIV information. The Privacy Act protects the privacy of each adult family member from any unauthorized person viewing their EIV data, even another family member. However, EIV data for minor children may be viewed by the Head of Household.

C. PUBLIC HOUSING SECURITY OFFICER(S)

A Public Housing EIV Security Officer(s), is responsible for ensuring that proper technical, physical, and administrative safeguards are in place and enforced.

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The duties of the security officer are as follows:

1. Conducts quarterly reviews of all User IDs issued to determine if the users still have a valid need to access the EIV data and modifies or revokes access rights as appropriate;

2. At the request of the Director, updates the EIV Security Policy and Procedures;

3. Maintains a key control log or audits the key control log to ensure that one is properly maintained (locking file cabinets);

4. Maintains a list of users who can access the restricted areas;

5. Assures that a copy of Form HUD-9886 has been signed by each member of the household age 18 years or older and is in the household file;

6. Ensures compliance with the PHA security policies and procedures outlined in this document;

7. Communicates security information and requirements to appropriate personnel, including coordinating and conducting security awareness training sessions;

8. Ensures that any infractions of security procedures are promptly reported to Department Director for investigation and enforcement; and

9. Ensures that all EIV records and forms (i.e. signed user agreements) are kept and updated as needed.

Security Awareness Training

Security awareness training is a crucial aspect of ensuring the security of the EIV system and data. Users and potential users will be made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation.

In addition to security awareness training, the Security Officer(s) will communicate security information and requirements to appropriate personnel. Security Awareness training will be provided to each employee upon granting access to the EIV system. Thereafter, annual security awareness refresher training will be provided to each employee with EIV access.

The PH EIV Officer(s) will conduct security awareness training in the following manner:

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1. The trainer and the employee will both sign a certification that EIV security training has been provided. The training certification and a record of the training material provided at the awareness training will be kept in the PH EIV Security binder.

2. At the end of the training, each employee will also sign the EIV Rules of Behavior and User Agreement form. One copy will be given to the employee to be placed in their desk manual and one copy will be retained in the PH EIV Security binder. The forms will be updated once a year at the refresher training.

3. The PH Security Officer(s) will limit the security awareness training to security awareness and compliance issues only. Instructing staff on how to navigate in the EIV modules and how to run reports or to interpret data is the responsibility of the Supervisor or designated trainer.

4. Examples of potential Privacy Act and security violations will be provided during the training.

D. TECHNICAL SAFEGUARDS

The purpose of these technical safeguards is as follows:

1. To reduce the risk of a security violation related to the EIV system's software, network, or applications;

2. To identify and authenticate all users seeking access to the EIV system;

3. To deter and detect attempts to access the system without authorization;

4. To monitor the user activity of the EIV system;

5. Each user is required to have their own User ID and Password;

6. The User ID identifies the PHA's and tenant information that the user is authorized to access;

7. Passwords are encrypted and the password file is protected from unauthorized access;

8. The system forces all user to change their password every 21 days and limit the reuse of previous passwords;

9. After three unsuccessful attempts to log in, the User ID is locked and the user must contact the HUD System Administrator to have the password reset; and

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10. Online warning messages that inform the user of the civil and criminal penalties associated with unauthorized use of the EIV system will be displayed.

In addition, the Burbank Housing Authority will follow the following technical security requirements:

1. Public Housing will not save EIV data to a computer hard drive or any other automated information system (i.e. network drive, disk or CD);

2. Public Housing staff will not leave their computer, printer or office unattended with EIV data displayed; and

3. Public Housing staff will not log in on another user's ID.

E. ADMINISTRATIVE SAFEGUARDS

The Security Officer(s) will maintain security-related records and monitor programmatic security issues. The Security Officer(s) will adhere to the following administrative safeguards:

1. Ensure that all users who have access to EIV data have an Access Authorization form signed by the Director of Housing on file;

2. Ensure that all users who access the EIV system have a current signed Rules of Behavior and User Agreement on file;

3. Conduct quarterly reviews of all User IDs to determine if the user still has a valid need to access the EIV data; and

4. Ensure the access rights are modified or revoked as appropriate.

The Public Housing Security Officer(s) will maintain the following EIV security records and forms:

1. EIV Rules of Behavior and User Agreement Forms;

2. EIV Access Authorization Forms;

3. EIV Disposal Records List;

4. EIV Security violation information;

5. Key Control Logs for secure areas or filing cabinets;

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6. EIV Security Awareness Training Records;

7. Records of internal audits to ensure that the Form HUD-9886 has been signed by each adult member of the household and is kept in the Confidential Resident File; and

8. A record of all users who have approved access to EIV data including the date the access was granted and the date access was terminated.

F. PHYSICAL SAFEGUARDS

The purpose of physical safeguards is to provide barriers between unauthorized persons and documents containing private data.

Confidential Participant Files

All EIV data will be printed and saved in the "Confidential" participant file. Each participant file will be clearly labeled on the front cover as "Confidential". This alerts staff that this file contains EIV data that must be protected at all times when not in use.

Locking File Cabinets for Confidential Files

Even though the Burbank Housing Authority has a monitored office building, persons unauthorized to view EIV data, such as maintenance staff, janitorial staff, or temporary staff, have access to the office spaces. In office settings where any staff other than the staff responsible for the participant file or their supervisor has access to the office; all Confidential Participant Files will be kept in locking file cabinets. The cabinets will be locked whenever the responsible staff leaves the workspace.

Hard Copy Security Violations

The Burbank Housing Authority will handle EIV data in such a manner that it does not become misplaced or available to unauthorized personnel. Any marked confidential participant file will contain EIV data. Therefore the file cannot be viewed by **any personnel** that are not expressly authorized (i.e. staff in charge of that file, the supervisor of the staff in charge of the file, the security officer, or the Public Housing Internal Auditor) and who do not have both an Access Authorization Form and a Rules of Behavior and User Agreement on file with the EIV Security Officer.

Viewing the EIV information of a participant outside of a staff's caseload assignment is considered a security violation for both the staff unlawfully viewing the EIV information and for the staff that left the information unattended. Unless a supervisor has specifically authorized staff to view another staff's EIV data, this is expressly prohibited.

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Disposal of EIV Information

To reduce the risk of improper destruction of EIV hard copy data and to eliminate the need for monitoring and tracking individual destruction logs, all EIV data will become part of the "Confidential" file. As part of the confidential file, the EIV data will be secured and disposed of like all other confidential file documents which require Privacy Act protection, in accordance with Public Housing policy and procedures and records retention procedures.

Reporting Improper Disclosures

Recognition, reporting and disciplinary action in response to security violations are crucial to successfully maintaining the security and privacy of the EIV system.

Security Violations may include the following:

1. Disclosure of private data;

2. Attempts to access unauthorized data; and

3. Sharing of User IDs and passwords.

Upon discovery of a possible improper disclosure of EIV information or another security violation by a Public Housing Employee or any other person, the individual making the observation or receiving the information should contact the Security Officer(s). The PHA Security Officer(s) will document all improper disclosures in writing on a security disclosure form providing details including who was involved, what was disclosed, how the disclosure occurred, and where it occurred.

The following contacts will be made:

1. The Security Officer(s) will contact and provide the Director of Public Housing the written documentation of the security violation;

2. The Administrator or his designee will provide the HUD Field Office Public Housing Director with the written documentation; and

3. The HUD Field Office Public Housing Director upon receipt of the documentation will make a determination regarding the referral and provision of the written documentation to the Headquarters EIV Coordinator and / or EIV Security Officer(s) for further review and follow-up action.

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Safeguards Provided by the Privacy Act

The Privacy Act provides safeguards for individuals against invasion of privacy by requiring Federal agencies, except as otherwise provided by law or regulation to:

1. Permit individuals to know what records pertaining to them are collected, maintained, used or disseminated;

2. Allow individuals to prevent records pertaining to them, obtained for a particular purpose from being used or made available for another purpose without their consent;

3. Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;

4. Collect, maintain, use or disseminate personally identifiable information in a manner that ensures the information is current and accurate, and that adequate safeguards are provided to prevent misuses of such information;

5. Permit exemption from the requirements of the Act only where an important public policy need exists as determined by specific statutory authority; and

6. Be subject to a civil suit for any damages that occur as a result of action that violates any individual's rights under this Act.

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CHAPTER 16

PANDEMIC: CONTINUING OPERATIONS PLAN (COP)

INTRODUCTION

HUD recommends a PHA adopt a Continuing Operations Plan (COP) to continue service uninterrupted to the community. This chapter was developed in collaboration with the City's Emergency Operations Center (EOC) protocols. The World Health Organization (WHO) defines a pandemic as the "worldwide spread of a new disease." The COVID-19 pandemic is considered as the most crucial global health calamity of the century. A pandemic has a trickle down, chain reaction effect on all aspects of life. Since the threat to an organization's continuity of operations is high during a pandemic outbreak; it is important for the Burbank Housing Authority (BHA) to have a Continuing Operations Plan (COP) in place to ensure we can carry out our essential functions and services. While we may be forced to suspend some operations due to the severity of a pandemic outbreak, an effective COP can assist us in our efforts to remain operational, with the emphasis of maintaining our mission. The BHA has concluded that the following topics listed below are critical in our efforts to continue our essential functions and services while understanding that the safety and health of our tenants, landlords, and BHA staff is top priority.

A. TELEWORK

The purpose of telework is to support social distancing as a precautionary measure to inhibit the spread of a virus during a pandemic. The goal is to increase overall social distancing with the safety of the community in mind. When offices are temporarily closed to the public, telework allows BHA operations to continue and services to continue uninterrupted to the public. As the situation continues to evolve, staff will reassess service delivery and staffing levels following the guidance of city and local requirements.

B. MODIFYING REGULAR PROCESSES

The following processes will change during an emergency.

Housing Quality Standard (HQS) Unit Inspections

1. Annual/Biennial Inspections
    a. All annual/biennial inspections will be conducted over the phone with the tenant (or family representative) and/or the landlord.
2. Initial Inspections
    a. BHA staff will conduct initial inspections if the unit is vacant. Staff will wear personal protective equipment such as a mask, gloves, and shoe covers. Staff will ask the tenant, building manager or landlord to refrain from

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coming into the unit during the inspection. Tenant, building manager or landlord must wait outside of the unit to follow social distancing requirements.

b. If the unit is not vacant, the BHA will request a self-certification from the landlord to see if the unit passes HQS. BHA will confirm once inspections resume. This third-party verification will be documented in Housing Pro.

3. 24-Hour Emergency Inspections
    a. Emergency repairs for items which endanger health or safety must be corrected by the landlord within 24 hours of notification.
4. Quality Control (QC) Supervisory Inspections
    a. QC inspections will be cancelled until it is deemed by local officials to resume site visits.
5. If deficiencies are found in any type of inspection, the tenant and landlord will be sent a fail letter by United States Postal Service (USPS), mail, email, fax, Assistance Check or a phone call to the landlord will be made. Re-inspections will be conducted over the phone with the tenant, building manager or landlord. This third-party verification will be documented in Housing Pro.

ANNUAL RECERTIFICATIONS

1. Staff will continue to mail out recertification paperwork via USPS mail, email, fax, and Assistance Check.
2. Tenants may return documents via USPS mail, email, fax, Assistance Check, and through a drop box, as noted in Section C, below.
3. In addition to the normal process outlined in Chapter 6, case managers will utilize the following methods to complete a recertification:
    a. Documents submitted; whether complete or incomplete
    b. Income certifications older than 120 days, as a last resort. If applicable, staff will document as to why we do not have access to current verifications (i.e. COVID-19)
    c. All recertifications will be completed with information provided and collected. If the paperwork is not complete, case managers may utilize information from prior recertification.
    d. Self-certification for income and document completion over the phone. This can be performed as a last resort.

RECALCULATIONS

1. All recalculations (recalcs) will be completed in a timely manner to benefit the tenant as soon as possible. For example, the tenant or household member loses his/her job, hours are decreased, change in family composition, etc., this recalc will be a priority file. The effective date is dependent upon the timeframe when the information is submitted to the case manager. If the following month's Housing Assistance Payments (HAP) have already been processed, the change will take effect the first of the following month.

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2. The additional verification methods noted under Annual Recertifications will be utilized for recalcs.

PORT-IN FILES (HOUSEHOLDS MOVING TO THE CITY)

1. No in-person interviews with the tenant will be conducted. Phone interviews will be conducted once the portable file is received.
2. Staff will mail (USPS), email or fax all documents to be completed, signed and returned.
3. Initial inspection and other inspections will follow HQS Unit Inspections as outlined in this chapter.

REASONABLE ACCOMMODATION REQUESTS

No changes at this time.

PIC SUBMISSION

No changes at this time.

VMS SUBMISSION

No changes at this time.

SEMAP

The Section Eight Management Assessment Program (SEMAP) measures the performance of the public housing agencies (PHAs) that administer the Housing Choice Voucher program in 14 key areas. SEMAP helps HUD target monitoring and assistance to PHA programs that need the most improvement. During the COVID-19 pandemic, HUD will utilize the last SEMAP score for the BHA.
During an emergency, HUD may suspend regular SEMAP monitoring. The BHA will monitor HUD information and utilize waivers and flexibilities as provided.

EMERGENCY FUNDING

Emergency funding allocated to the BHA will follow expenditure rules and regulations noted with the fund award, including all monitoring and reporting requirements.

INCOME EXCLUSIONS

1. Stimulus Payments

   During a pandemic, certain income, such as, payments and benefits will be considered as excluded income. Pursuant to 24 CFR 5.609(c)(9), annual income does not include temporary, nonrecurring, or sporadic income. As distributed to

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individuals and families during the COVID-19 pandemic, therefore, any stimulus payments would be excluded from annual income, as they are temporary, non-recurring payments.

2. Regular Unemployment Benefits

   Regular unemployment benefits will continue to be considered income.

3. Pandemic Unemployment Assistance (PUA)

   PUA expands the qualification of unemployment insurance (UI) for people that are self-employed, work part-time, or who would otherwise not qualify for regular UI. PHAs shall include PUA in the income calculation, as it mirrors the regular UI benefit, which is included in income under 24 CFR 5.609(b)(5).

4. Federal Pandemic Unemployment Compensation (FPUC)

   FPUC provides a specific amount for a certain amount of time as an enhanced unemployment benefit. PHAs shall exclude this benefit because these payments are temporary and likely non-recurring.

5. Pandemic Emergency Unemployment Compensation (PEUC)

   PEUC allows regular unemployment compensation to receive up to 13 weeks of additional benefits (this extends regular UI from 26 weeks to 39 weeks in total). PHAs shall include PEUC in the income calculation, as it is simply an extension of regular UI benefits.

C. DROP BOX

The BHA has installed an interior drop-box for all paperwork to be submitted to our office without any physical contact. The interior drop-box will be available during normal office hours or specific times during the day.

D. ESSENTIAL SERVICES AND EMPLOYEES

Essential services are the services and functions that are necessary, even during a pandemic. They maintain the health and welfare of the municipality. Without these services, sickness, poverty, violence, and chaos would likely result. Housing Authority staff are essential employees and required personnel to maintain essential services, including the Housing Choice Voucher Program.

E. BUILDING CLOSURE

During a pandemic, the BHA office may be closed to the public for in-person service, following local city, county, and state orders. This decision protects the service

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population, many of them who are elderly and people with underlying medical conditions, as well as our employees. However, BHA staff will continue to serve participants and the general public via phone, USPS mail, email, fax, and Assistance Check. In the event of a building closure, the public will be notified via the city's public information office including the City website and social media outlets.

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CHAPTER 17

EMERGENCY HOUSING VOUCHERS (EHV)

INTRODUCTION

The Emergency Housing Voucher (EHV) program is available through the American Rescue Plan Act (ARPA), which was signed into law on March 11, 2021. Through EHV, HUD is providing approximately 70,000 housing choice vouchers to local Public Housing Agencies (PHAs) to assist individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of house instability. Locally, HUD has provided a total of 67 vouchers distributed to the Burbank Housing Authority (BHA).

This chapter will outline the policies and procedures for the EHV program and if not noted here, the HUD issued Notice PIH 2021-15 will apply.

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs. Therefore, participants of the EHV programs are subject to the same basic family obligations, termination procedures, hearings etc. as set in the HCV Administrative Plan. Where there is a conflict between regulations outlined in the HCV Administrative Plan and the EHV Program regulations, the EHV program regulations will prevail.

A. QUALIFYING CATEGORIES FOR ELIGIBILITY

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

1. Homeless
2. At risk of homelessness
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
4. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

In general, the verification conducted that the individual or family meets one of these four eligibility categories is steered by the Continuum of Care (CoC) or another partnering agency that makes direct referrals to the BHA. The CoC or other direct referral partner must provide supporting documentation to the BHA verifying that the family meets one of the four eligible categories for EHV assistance.

The CoC must establish and implement a system to identify EHV-eligible individuals and families within the agency's caseload and make referrals to the BHA. The CoC must certify that the EHV applicants they refer to the BHA meet at least one of the four EHV eligibility criteria. The CoC adopted an Interim Prioritization and Matching for Permanent

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Housing through HUD's Emergency Housing Voucher Program dated June 23, 2021. This document can be viewed at www.LAHSA/EHV.

B. VOUCHER ISSUANCE

In general, EHV families are issued EHVs as the result of either:

1. The direct referral process from the CoC Coordinated Entry System (CES) and/or other partnering organizations, or
2. A situation where the BHA makes an EHV available in order to facilitate an emergency transfer in accordance with the Violence Against Women Act (VAWA) as outlined in the BHA's Emergency Transfer Plan.

C. REFERRALS

The BHA must also take direct referrals from outside the CoC CES if:

1. The CES does not have a sufficient number of eligible families to refer to the BHA, or
2. The CES does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

If at any time the BHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC CES or other partner referral agencies (or the BHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the BHA on a temporary or permanent basis to take EHV applications directly from EHV applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

D. PREVAILING REGULATIONS

1. Requires partnership with the Coordinated Entry System (CES) for direct referrals.
    a. Direct referrals for EHV's are not added to the regular HCV waiting list. A separate waiting list for EHV referrals/applicants shall be established.
    b. Local preference for the Housing Choice Voucher (HCV) program is not applicable to EHV vouchers.

2. Self-certification of income may be accepted as the highest form of income verification at admission.
    a. This income will be verified within 90 days through the EIV system. Discrepancies in reported income can lead to adjustments of Tenant

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portions of rent, repayments to the Housing Authority, and/or termination from the program.

3. Applicants may provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the BHA's request. For example, a Supplemental Security Income (SSI) benefit letter that was issued in November 2020 to represent the applicant's benefit amount for 2021 and was provided to the PHA in September 2021 would be an acceptable form of income verification.

4. Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the BHA must review reports to confirm/validate family-reported income within 90 days through the EIV System.

5. Self-Certification of social security number or eligible noncitizen status can be accepted at admission. Verification must be obtained within 180 days of voucher issuance.

6. Self-Certification of date of birth and disability status can be accepted at admission. Verification must be obtained within 90 days of voucher issuance.

E. MANDATORY PROHIBITIONS

1. The BHA must prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.
2. The BHA must prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program to EHV applicants.

F. PERMISSIBLE PROHIBITIONS

Before denying an EHV applicant, the BHA may consult with the CoC on the following permissive grounds, and may take the CoC's recommendation into consideration.

1. If the BHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
    a. Violent criminal activity.
    b. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.

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2. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
3. If the family engaged in or threatened abusive or violent behavior toward the BHA personnel within the previous 12 months.

G. ADMINISTRATIVE FEES AND FUNDING FOR OTHER ELIGIBLE EXPENSES

The BHA will maintain separate financial records from its regular HCV funding for all EHV funding, both HAP and administrative fee amounts.

Ongoing administrative fees

EHV ongoing administrative fees may be used for any eligible administrative expenses related to the EHVs. These fees may also be used to pay for any of the eligible activities under the EHV services fee.

Services Fee

One-time service fees support efforts in implementing and operating an effective EHV services program that will best address the needs of EHV eligible individuals and families in its jurisdiction. The BHA will determine eligible uses of service fees to assist families to successfully lease units with the EHVs. The BHA may limit the amount of assistance for any of the eligible uses or place other restrictions on those uses. However, the services fee funding must be initially used for these defined eligible uses and not for other administrative expenses of the EHV. Service fee funding may never be used for the HCV program.

If service fee funding is available, the BHA may consider these eligible uses:

1. Application Fees/non-refundable administrative or processing fee. The BHA may provide assistance with these expenses. Application fees will be paid directly to the owner.
2. Security deposit assistance. The BHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner.

   The BHA may choose to pay the security deposit assistance directly to the owner or may pay the assistance to the family, provided the BHA verifies the family paid the security deposit. The BHA may place conditions on the security deposit assistance, such as requiring the owner or family to return the security deposit assistance to the BHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease). Security deposit assistance

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returned to the BHA must be used for either services fee eligible uses or other EHV administrative costs.

3. Utility deposit assistance/utility arrears. The BHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The BHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided the BHA verifies the family paid the utility deposit. The BHA may place conditions on the utility deposit assistance, such as requiring the utility supplier or family to return the utility.

4. Essential housing items. The BHA may assist the family with some or all of the costs of acquiring essential household items such as but not limited to: Refrigerator, washer/dryer, tableware, bedding, etc.

5. Owner-related uses. The BHA may design the owner incentive payment to meet the specific needs of the eligible EHV individual or family.
    - Owner incentive payments may not exceed one month Fair Market Rent.
    - Owner incentive payments, such as holding fees or signing bonuses, are not required to be returned to the BHA.

6. Other eligible uses. To be determined by the BHA Housing Manager to best address the leasing challenges faced by EHV eligible families. Eligible activities of the EHV service fee are outlined in PIH 2023-23

H. WAITLIST PROCESS

The BHA will inform families on the HCV waiting list of the availability of the EHV program by posting on the City of Burbank's website and Assistance Connect. In addition, a letter will be mailed out to the families on the HCV waiting list with a homeless preference explaining the EHV Program. Families must contact the CoC or an applicable partnering referral agency if they believe they may be eligible for EHV assistance. The CoC or partnering referral agency will determine if the family is eligible for an EHV. A separate waiting list will be maintained for the EHV referrals/applicants that are eligible, however, a voucher is not available. The EHV Waiting List is based on eligible applicants/referrals from the CoC as required by HUD, and not applications of the general public.

Preferences

With the exception of a residency preference, the BHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for EHVs. The BHA may, however, choose to not establish any local preferences for the EHV waiting list.

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For purposes of this Program, the BHA and Los Angeles Homeless Services Authority (LAHSA) have chosen to give local preference to the EHVs waiting list, as follows:

1. BHA may accept referrals directly from service providers within the City of Burbank of individuals who are eligible for the EHV program under the category "*Individuals and families experiencing homelessness who are survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined under Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), the Violence Against Women Act (VAWA) and Trafficking Victims Protection Act (TVPA).*" Such referrals shall be given first priority among eligible participants in the EHV Program.
2. Persons or households who are enrolled in CES who are enrolled in a time limited subsidy/interim local program within the City of Burbank, Glendale, North Hollywood, or Pacoima.
3. Persons or households who are enrolled in CES whose "field geolocation" or "community of origin" is within the City of Burbank, or who are enrolled in a local shelter or interim housing program within the City of Burbank or Project Room Key / Project Home Key.
4. Persons or households who are enrolled in CES whose "field geolocation" or "community of origin" is within the City of Glendale or communities of North Hollywood or Pacoima.
5. Moving On – Individuals only. As part of HUD's strategic priority to end homelessness, HACB will implement Moving On strategies for clients in permanent supportive housing (PSH) who may no longer need or want the intensive services offered in PSH but continue to need assistance to maintain their housing.
6. Prioritization of persons experiencing street homelessness, and a history of homelessness.
7. At- risk of becoming homeless and meeting one of the following conditions (**This group is to be prioritized when referrals from the above prioritized populations have been exhausted**):
    a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for assistance;
    b. Is living in the home of another because of economic hardship;
    c. Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
    d. Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals;
    e. Lives in a single room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than one and a half persons per room.

Applications of applicants that meet the requirements of the qualifying categories will be placed on the EHV Waiting List in order of date and time.

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I. FAMILY ELIGIBILITY

Social Security Number and Citizenship Status Verification

For the EHV program, the BHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. Instead, the BHA may adopt policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the BHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

Age and Disability Verification

If self-certification is used, the BHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

The BHA will accept self-certification of date of birth and disability status if a higher form of verification is not immediately available. The certification must be made in a format acceptable to the BHA and must be signed by the family member whose information or status is being verified. If self-certification is accepted, within 90 days of admission, the BHA will verify the information in EIV or through other third-party verification if the information is not available in EIV. The BHA will note the family's file that self- certification was used as initial verification and include an EIV printout or other third- party verification confirming the applicant's date of birth and/or disability status.

Income Targeting

The BHA must determine income eligibility for EHV families in accordance with 24 CFR 982.201 and BHA policy in Chapter 3; however, income targeting requirements do not apply for EHV families. The BHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

The BHA will include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

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J. HOUSING SEARCH AND LEASING

Initial Voucher Term

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, EHV vouchers must have an initial voucher term of at least 120 days (a period to submit a Request for Tenancy Approval from the date of the voucher issuance). BHA policies on extensions as outlined in Chapter 8 – Section E, Extensions will apply.

All EHVs will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the BHA grants an extension.

Housing Search Assistance

The BHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by the BHA or through the CoC or another partnering agency or entity.

Initial Lease Term

Unlike in the standard the HCV program, EHV voucher holders may enter into an initial lease that is for less than 12 months.

Payment Standards and Exception to Payment Standards

HUD is waiving § 982.503(a)(3) and establishing an alternative requirement permitting PHAs to establish separate higher payment standards for the EHVs in order to increase the potential pool of available units for EHV families. The Participants with an EHV voucher not residing in an already subsidized unit will receive the HUD approved Exception Payment Standard for a Zero, One, Two- and Three-Bedroom Voucher.

Termination of Vouchers upon Turnover after September 30, 2023

HUD is identifying whether a voucher issuance is a turnover voucher or a voucher that has never been leased by counting the number of cumulative EHV lease-ups. Once BHA's total cumulative leased EHV count reaches 67, any EHV issuance is considered a reissuance. Once the BHA has reached 67 cumulative EHV lease-ups, the BHA may not reissue any EHV voucher after September 30, 2023. All EHVs under lease on or after October 1, 2023, may not under any circumstances be reissued to another family when the participant leaves the program for any reason.

If the BHA has not reached its 67 cumulative leased vouchers, the BHA may continue to issue vouchers to eligible households after September 30, 2023, until the cumulative

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leased vouchers equal 67, or until directed by HUD to stop issuing EHVs. If the BHA is reallocated additional EHVs, these EHVs are considered never leased and may be issued.

Household Moves and Changes

EHV participants may still move (including under portability) after September 30, 2023. The termination of vouchers upon turnover provision does not impact an individual or family's ability to move within the PHA's jurisdiction or their ability to move under the portability procedures to another PHA's jurisdiction.

K. USE OF FUNDS, REPORTING, AND FINANCIAL RECORDS

EHV funds allocated to the BHA for HAP (both funding for the initial allocation and HAP renewal funding) may only be used for eligible EHV HAP purposes. EHV HAP funding obligated to the BHA may not be used for EHV administrative expenses or the other EHV eligible expenses under this notice. Likewise, EHV administrative fees and funding obligated to the BHA are to be used for those purposes and must not be used for HAP. The appropriated funds for EHVs are separate from the regular HCV program and may not be used for the regular HCV program but may only be expended for EHV eligible purposes. EHV HAP funds may not roll into the regular HCV restricted net position (RNP) and must be tracked and accounted for separately as EHV RNP. EHV administrative fees and funding for other eligible expenses permitted by Notice PIH 2021-15 may only be used in support of the EHVs and cannot be used for regular HCVs. EHV funding may not be used for the repayment of debts, or any amounts owed to HUD by HUD program participants including, but not limited to, those resulting from Office of Inspector General (OIG), Quality Assurance Division (QAD), or other monitoring review findings.
The BHA must comply with EHV reporting requirements in the Voucher Management System (VMS) and Financial Data Schedule (FDS) as outlined in Notice PIH 2021-15.
The BHA must maintain complete and accurate accounts and other records for the program and provide HUD and the Comptroller General of the United States full and free access to all accounts and records that are pertinent the administration of the EHVs in accordance with the HCV program requirements at 24 CFR 982.158.

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CHAPTER 18

PROJECT-BASED VOUCHER PROGRAM

INTRODUCTION

The Burbank Housing Authority has the discretion whether to operate a project-based voucher program., and has elected to provide rental assistance under the Project Based Voucher Program (PBVP) to encourage property owners of existing housing, newly constructed housing or rehabilitated housing to make these properties available to low-income families at affordable rents. This will ensure that the city maintains an affordable rental housing stock that is at risk of becoming unaffordable for low-income families and/or to produce new affordable units. The PBVP provided by the Burbank Housing Authority may be used only for units within the City of Burbank.

The provision of assistance that is attached to units as project-based assistance is different in its application than that of tenant-based assistance typically provided by the Housing Choice Voucher Program. Under project-based assistance, the Burbank Housing Authority enters into a HAP Contract with the owner to make housing assistance payments during the contract term for a specific unit(s) that is leased and occupied by an eligible family.

The Burbank Housing Authority PBV program is funded with a portion of appropriated funding (budget authority) available under the Burbank Housing Authority's voucher annual contributions contract (ACC). The Burbank Housing Authority may provide up to 20% ACC and an additional 10% for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use. The Burbank Housing Authority will consider using up to 20% of its authorized units for project-based assistance. This will be done on a project by project basis.

However, only 25% of the units in a project or 25 units in a project, whichever is greater, may be project based with the exception of single-family dwellings and "excepted units or housing exemption" in a multifamily building.

"Excepted Units or Housing Exemption" means units in a multifamily building that are specifically made available for qualifying families who are elderly, disabled, or a family receiving supportive services. There is no special or additional funding for project-based vouchers and HUD does not reserve additional units for project-based vouchers.

HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT (HOTMA)

The Burbank Housing Authority will make a decision regarding implementation of HOTMA provisions for this chapter upon HUD's issuance of Notice or Regulation.

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A. HUD SUBMISSION

The Burbank Housing Authority may attach voucher assistance to PBV units in accordance with 24 CFR 983 if:

1. The number of units to be project-based does not exceed the applicable percent limit or number.
2. The number of units to become project-based are not under a tenant-based or project-based HAP Contract or otherwise committed (e.g., vouchers issued to families searching for housing or units under an Agreement).

Before implementing PBVP, the Burbank Housing Authority must submit the following information to the HUD field office for review:

1. The total number of units for which the Burbank Housing Authority is requesting approval to attach assistance.
2. The number of budgeted voucher units.
3. The number of voucher units available to be project-based; e.g., the number of budgeted voucher units that are not under a tenant-based or project-based HAP Contract or otherwise committed (e.g., vouchers issued to families searching for housing or units under an Agreement).

The Burbank Housing Authority must ensure that the amount of assistance that is attached to units is within the amounts available under the ACC.

B. OWNER APPLICATION SUBMISSION [24 CFR 983.51]

1. The BHA has adopted a written policy establishing competitive procedures for owners' submission of applications. This written policy identifies and specifies the weight to be given to the factors that will be used to rank and select applications. These factors are as follows:

Local Experience/Administrative Capacity:	20 Points
Need:	20 Points
Mixed Income:	20 Points
Financial/Marketability:	20 Points
Community Impact:	15 Points
Equal Opportunity Employment Practices:	5 Points

2. The Burbank Housing Authority will select units to which assistance is to be attached. These units must be selected in accordance with the Burbank Housing Authority's selection policy and 24 CFR 983.51.

3. The Burbank Housing Authority will advertise in a newspaper of general circulation that the Burbank Housing Authority will accept applications for assistance under the PBVP for specific projects. The advertisement must be approved by the HUD field office and may not be published until after HUD's authorization to implement a PBVP or ACC execution.

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The advertisement must: be published once a week for two to three consecutive weeks; specify an application deadline of at least 30 days after the date the advertisement is last published; specify the number of units the Burbank Housing Authority estimates it will be able to assist under the funding the Burbank Housing Authority is making available for this purpose; and state that only applications submitted in response to the advertisement will be considered.

4. The owner's application submittal must contain the following:

a. A description of the housing to be constructed or rehabilitated, including the number of units by size (square footage), bedroom count, bathroom count, sketches of the proposed new construction or rehabilitation, unit plans, listing of amenities and services, and estimated date of completion. For rehabilitation, the description must describe the property as is and must also describe the proposed rehabilitation.

b. Evidence of site control, and for new construction identification and description of the proposed site, site plan and neighborhood.

c. Evidence that the proposed new construction or rehabilitation is permitted by current zoning ordinances or regulations, if applicable.

d. Evidence to indicate that the needed re-zoning is likely and will not delay the project, if applicable.

e. The proposed contract rent per unit, including an indication of which utilities, services, and equipment are included in the rent. For those utilities that are not included in the rent, an estimate of the average monthly cost for each unit type for the first year of occupancy.

f. A statement identifying:

1. The number of persons (families, individuals, businesses and nonprofit organizations) occupying the property on the date of submission of the application.

2. The number of persons to be displaced, temporarily relocated or moved permanently within the building or complex.

3. The estimated cost of relocation payments and services, and the sources of funding.

4. The organization(s) that will carry out the relocation activities.

5. The identity of the owner, project principals, names of officers, principal members, shareholders, investors and other parties having substantial interest. Certification showing that the above-mentioned parties are not on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; a disclosure of any possible conflict of interest by any of these parties that would be a violation of the Agreement or the HAP Contract; and information on the qualifications and experience of the principal participants. Information concerning any participant who is not known at the time of the owner's submission must be provided to the Burbank Housing Authority as soon as the participant is known.

6. The owner's plan for managing and maintaining the units.

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7. Evidence of financing or lender interest and the proposed terms of financing.
8. The proposed term of the HAP Contract; and
9. Any other information the Burbank Housing Authority believes necessary.

C. ELIGIBLE AND INELIGIBLE PROPERTIES [24 CFR 983.9 & 983.53]

Newly constructed and existing structures of various types may be appropriate for attaching assistance to the units under 24 CFR 983, including single-family housing and multi-family housing. Eligible housing under 24 CFR 982.352 does not apply.
The Burbank Housing Authority may not attach or pay PBVP assistance in the following types of housing:

1. Housing for which the construction is started before Agreement execution.
2. Housing for which the rehabilitation is started before Agreement execution.
3. Shared housing, nursing homes, and facilities providing continual psychiatric, medical, nursing services, board and care or intermediate care.
4. Units within the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
5. Housing located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.
6. College or other school dormitories.
7. Units owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution.
8. Manufactured homes.
9. Cooperative housing.
10. Transitional housing.
11. Units occupied by the owner.

The Burbank Housing Authority may not attach or pay PBVP assistance to any of the following types of subsidized housing:

1. Public housing dwelling unit;
2. A unit subsidized by any other form of Section 8 assistance (tenant-based or project based);
3. A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
4. A unit subsidized with any government subsidy that covers all or any part of the operating costs of the housing;
5. A section 236 project (insured or noninsured) or a unit subsidized with Section 236 rental assistance payments;
6. A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949 (a Rural Housing Services Program);
7. A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987);
8. Section 202 supportive housing for the elderly;
9. Section 811 supportive housing for persons with disabilities;
10. A Section 101 rent supplement project;

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11. A unit subsidized with tenant-based assistance (as defined at 24 CFR 982.1(b)(2)) (e.g. Home Program); or
12. Any unit with any other duplicative Federal, State, or local housing subsidy as determined by HUD. For this purpose, "housing subsidy" does not include the housing component of a welfare payment, a Social Security payment received by the family, or a rent reduction because of a tax credit.

D. SPECIAL HOUSING TYPES [24 CFR 983.9]

In PBVP, the Burbank Housing Authority will not provide assistance for shared housing, cooperative housing, manufactured homes space rental, or the homeownership option. A group home may include one or more group home units. A separate lease is executed for each elderly person or person with disabilities who resides in a group home.

E. DECONCENTRATION OF POVERTY AND EXPANSION OF HOUSING AND ECONOMIC OPPORTUNITIES

In accordance with HUD requirements, all PBVP HAP Contracts or assistance agreements must be for units located in census tracts with poverty rates of less than 20%, unless HUD specifically approves an exception. The City of Burbank meets this requirement. Activities under the PBVP are subject to HUD environmental regulations in 24 CFR 50 and 58.

F. AGREEMENT & SECTION 8 PROJECT BASED VOUCHER HOUSING ASSISTANCE PAYMENTS CONTRACT [24 CFR 983.202, 983.203, 983.204, & 983.205] on

The Burbank Housing Authority must enter into an Agreement with the owner. The owner agrees to develop the contract units to comply with the HQS, and the Burbank Housing Authority agrees that upon timely completion of such development in accordance with the terms of the Agreement, the Burbank Housing Authority will enter into an Agreement with the owner for the approved number of units. The Agreement will be canceled if the HAP Contract is not executed within 120 days of notification of completion.

The Burbank Housing Authority must enter into an Agreement with the owner stating the terms and conditions of the PBVP project. The initial Agreement term for existing housing may not be less than one year nor more than ten years. The initial Agreement term for new construction or rehabilitated housing may not be less than one year nor more than 20 years. The Burbank Housing Authority has sole discretion to determine the initial term of the HAP Contract with these limits.

Within one year before expiration of the Agreement, the Burbank Housing Authority may agree to extend the term of the Agreement for existing housing for an additional term up to 20 years for new construction or rehabilitated housing if the Burbank Housing Authority determines an extension is appropriate to continue to provide affordable housing for low-

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income families. Agreements maybe renewed for terms for an aggregate total of 40 years, subject to the availability of appropriated funds.

At the sole option of the Burbank Housing Authority, the Burbank Housing Authority may renew expiring Agreements for such period or periods as the HUD field office determines appropriate to achieve long term affordability of assisted housing. The Burbank Housing Authority must identify the funding source for renewals; different funding sources may be used for the initial term and review terms of the Agreement.

The Agreement must provide that the term of the Burbank Housing Authority contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the Burbank Housing Authority in accordance with HUD instructions. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the Agreement, the Burbank Housing Authority has the right to terminate the Agreement by notice to the owner for all or any of the contract units.

Once the Burbank Housing Authority has received owner notification that the construction or rehabilitation has been completed, the owner must submit at minimum the following evidence of completion to the Housing Department:

1. Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and
2. Owner certification that the owner has complied with labor standards and equal opportunity requirements in the development of the housing.

At the Burbank Housing Authority discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

1. Certificate of Occupancy; and
2. An architect's certification that the housing complies with HQS, State, local and/or other building codes

After the Housing Department has receive owner notice, the Burbank Housing Authority must inspect the building to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirements imposed by the Burbank Housing Authority under the Agreement. If the work has not been completed in accordance with the Agreement, the Burbank Housing Authority must not enter into the HAP Contract.

The Burbank Housing Authority must execute the HAP Contract if the Burbank Housing Authority accepts the unit(s). The effective date of the HAP Contract may not be earlier

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than the date of the Burbank Housing Authority inspection and acceptance of the Unit(s).

After commencement of the HAP Contract term, the Burbank Housing Authority must make monthly housing assistance payments for each unit occupied under lease by an eligible family.

At the discretion of the Burbank Housing Authority and subject to all PBVP requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for previously covered contract unit. Prior to such substitution, the Burbank Housing Authority must inspect the proposed substitute unit and must determine the reasonable rent.

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires owners to provide not less than one-year written notice to tenants and HUD of expiration or termination of the Contract.

G. REDUCTION OF UNITS

Owners must lease all assisted units under a HAP Contract to eligible families. Leasing of vacant, assisted units to ineligible tenants is a violation of the Agreement and grounds for all available legal remedies, including suspension or debarment from the HUD program and reduction of the number of units under the Agreement. Once the Burbank Housing Authority determines that a violation exists, the Burbank Housing Authority must notify the HUD field office of its determination and the suggested remedies. At the direction of the HUD field office, the Burbank Housing Authority must take the appropriate action.

If at any time beginning 180 calendar days after the effective date of the Agreement, the owner fails to have the assisted units leased to families receiving housing assistance or to families who were eligible when they initially leased the unit, but are no longer receiving housing assistance, the Burbank Housing Authority may, on at least a 30 calendar days notice, reduce the number of units covered by the Agreement. The Burbank Housing Authority may reduce the number of units actually leased or available for leasing by eligible families, plus 10 percent (round up).

If the owner has only one unit under a HAP Contract, and if one year has elapsed since the date of the last housing assistance payment, the HAP Contract may be terminated with the consent of the owner.

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The Burbank Housing Authority will agree to an amendment of the Agreement to provide for subsequent restoration of any reduction made pursuant to the above-mentioned paragraph of this section, if:

1. The Burbank Housing Authority determines that the restoration is justified by demand.
2. The owner otherwise has a record of compliance with obligations under the Agreement; and
3. Contract authority is available.

H. RESPONSIBILITIES OF THE BURBANK HOUSING AUTHORITY [24 CFR 983.201]

The BHA must:

1. Inspect the project before, during, and upon completion of new construction or rehabilitation; and
2. Ensure that the amount of assistance that is attached to units is within the amounts available under the ACC.

I. RESPONSIBILITIES OF THE OWNER [24 CFR 983.208 & 24 CFR 982.452]

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP Contract, providing the Burbank Housing Authority with a copy of any termination of tenancy notification, and offering vacant, accessible units to a family with one or more members with a disability requiring accessibility features of the vacant unit and occupying an assisted unit not having such features.

J. FAMILY PARTICIPATION [24 CFR 983.251]

The Burbank Housing Authority will use the tenant-based assistance waiting list for its PBVP, pursuant to 24 CFR 982.201, 982.202 except paragraph (b)(c), 982.203, 982.204 except paragraph (a)(b), 982.205 except paragraph (a), 982.206 and 982.207. When the owner notifies the Burbank Housing Authority of vacancies in the PBVP units, the Burbank Housing Authority will refer one or more families of the appropriate size from its waiting list. A family that refuses an offer of a PBVP unit will keep its place on the tenant-based waiting list. The owner must rent all vacant PBVP units to eligible families referred by the Burbank Housing Authority. The Burbank Housing Authority will determine eligibility of any family referred for a PBVP unit.

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Before the Burbank Housing Authority selects a specific unit to which assistance is to be attached, the Burbank Housing Authority must determine whether the unit is occupied, and if so, whether the occupants are eligible for assistance. If the unit is occupied by an eligible family (including a single person) and the Burbank Housing Authority selects the unit, the family must be given the opportunity to lease that unit or another appropriately sized, project-based unit in the project without requiring that the family be placed on the waiting list. The Burbank Housing Authority may not enter into an agreement to provide project-based assistance to a unit whose occupants are not eligible to participate in the program.

If the Burbank Housing Authority does not refer a sufficient number of interested families on the Burbank Housing Authority's waiting list to the owner within 30 days of the owner's notification to the BHA of a vacancy, the owner may advertise for or solicit applications from eligible, very low-income families. The owner must refer these families to the BHA to determine eligibility. The Burbank Housing Authority and/or owner may also partner with other agencies for referrals for project-based units.

The owner is responsible for screening and selection of tenants for their project parameters. The owner must adopt written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income households and with a family's ability to perform the lease obligations. The owner must promptly notify any rejected family in writing of the grounds for that rejection.

In order for a family to be eligible for participation under the PBVP, the family must meet the eligibility criteria outlined in Chapter 2 of this Plan, "Eligibility for Admission" and the family's annual income may not exceed the applicable income limit as set by HUD.

A family becomes a participant when the family and owner execute a lease for a unit with project-based assistance.

If the HAP Contract for the unit expires or if the Burbank Housing Authority terminates the HAP Contract for the unit:

1. The Burbank Housing Authority must issue the assisted family in occupancy of a unit a HCV for assistance under the Burbank Housing Authority's voucher program, unless the Burbank Housing Authority has determined that it does not have sufficient funds for continued assistance for the family, or unless the Burbank Housing Authority denies issuance of a HCV in accordance with 24 CFR 982.552.
2. If the unit is not occupied by an assisted family, then the available funds under the ACC that were previously committed for support of this project-based assistance for the unit must be used for the Burbank Housing Authority's tenant-based voucher program.

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K. BRIEFING SESSIONS FOR PBVP PARTICIPANTS [24 CFR 983.252]

Briefing sessions will be held for families who have been selected to occupy a project-based unit. The briefing session will provide the family with the following:

1. Information regarding the tenant rent and any applicable utility allowance.
2. A copy of the Lead-Based Paint information pamphlet.
3. Family and owner responsibilities under the lease and HAP Contract.
4. Information on Federal, State, and local equal opportunity laws.
5. The fact that the subsidy is tied to the unit, that the family must occupy a unit under the program, that a family that moves from the unit does not have any right to continued assistance.
6. The likelihood of the family receiving a HCV after the HAP Contract expires.
7. The family's options under the program if the family is required to move because of a change in family size or composition; and
8. Information on the Burbank Housing Authority's procedures for conducting informal hearings for participants, including a description of the circumstances in which the Burbank Housing Authority is required to provide the opportunity for an informal hearing, in accordance with 24 CFR 982.555, and the procedures for requesting a hearing (see Chapter 13 of this Plan).

L. PHYSICAL CONDITION STANDARDS & PHYSICAL INSPECTION REQUIREMENTS

Housing used in the PBVP must be maintained and inspected in accordance with the requirements in 24 CFR 5, subpart G prior to the HAP Contract execution. In addition to the standards in 24 CFR 5, subpart G, the dwelling unit must have a living room, a kitchen area, and a bathroom. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons.

The Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR 35, subparts A, B, H, and R of this title apply to units assisted under this part.

The dwelling unit must be inspected and must pass HQS prior to the execution of the Lease.

M. MAINTENANCE, OPERATION AND INSPECTION [24 CFR 983.208]

The following sections do not apply to the PBVP:

1. 24 CFR 982.404: Maintenance: Owner and family responsibility; PHA remedies.
2. 24 CFR 982.405: PHA periodic unit inspections and enforcement of HQS.

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The owner must provide all the services, maintenance and utilities as agreed under the HAP Contract, subject to abatement of housing assistance payments or other applicable remedies if the owner fails to meet these obligations.
In addition to the inspections required prior to execution of the HAP Contract, the Burbank Housing Authority must inspect or cause to be inspected each dwelling unit under a HAP Contract at least annually, and at such other times as may be necessary to ensure that the owner is meeting the obligations to maintain the unit in decent, safe, and sanitary conditions and to provide the agreed upon utilities and other services. The Burbank Housing Authority must take into account complaints and any other information coming to its attention in scheduling inspections.
If the Burbank Housing Authority notifies the owner that the units under HAP Contracts are not being maintained in decent, safe, and sanitary conditions and the owner fails to take corrective action within the time prescribed in the notice, the Burbank Housing Authority may exercise any of its rights or remedies under the HAP Contract, including abatement of housing assistance payments, even if the family continues in occupancy, or the termination of the HAP Contract and termination of assistance to the family, in accordance with 24 CFR 982.552.

N. OVERCROWDED, UNDEROCCUPIED, AND ACCESSIBLE UNITS [24 CFR 983.260]

If the Burbank Housing Authority determines that a family is occupying the wrong sized unit or the unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Burbank Housing Authority must promptly notify the family and the owner of this determination, and of the Burbank Housing Authority offer of continued assistance in another unit. If the Burbank Housing Authority's subsidy standards changed after the family moved into the unit and the family has not had a change in family composition, the family will not be considered in the wrong sized unit.

The owner must offer the family a suitable alternative unit if one is available and the family shall be required to move. If the owner does not have a suitable unit available within the family's ability to pay the rent, the Burbank Housing Authority (if it has sufficient funding) may offer tenant-based assistance to the family or otherwise assist the family in locating other standard housing in the Burbank Housing Authority's jurisdiction within the family's ability to pay and require the family to move to such a unit.

If the Burbank Housing Authority offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the Burbank Housing Authority must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the PHA).

If the Burbank Housing Authority offers the family the opportunity for another form of continued housing assistance in accordance with 24 CFR 983.261(b)(2) (not in the

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tenant-based voucher program), the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the Burbank Housing Authority, or both, the Burbank Housing Authority must terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of the reasonable period that was determined by the Burbank Housing Authority

O. ASSISTED TENANCY AND TERMINATION OF TENANCY [24 CFR 983.206]

The term of a lease, including a new lease or a lease amendment, executed by the owner and the family must be for at least one year, or the remaining term of the HAP Contract if the remaining term of the HAP Contract is less than one year. The family must notify the Burbank Housing Authority and the owner before the family moves out of the unit. Term of assisted tenancy, 24 CFR 982.309, and owner termination of tenancy, 24 CFR 982.310(d)(1)(iii)(iv), do not apply to the PBVP.

The family is required to terminate the lease with a 60-day advance written notice to the owner and a copy of the notice to the Burbank Housing Authority. The owner may offer the family a new lease for execution by the family for a term beginning at any time after the first year of the term of the lease. The owner must give the family written notice of the offer at least 90 days before the proposed commencement date of the new lease term. The offer may specify a reasonable time for acceptance by the family. Failure by the family to accept the offer of a new lease in accordance with this paragraph shall be “other good cause” for termination of tenancy.

P. RENT AND HOUSING ASSISTANCE PAYMENT [24 CFR 983.302]

In 24 CFR 982 subpart K, rent and housing assistance payment for tenant-based program, the following are the only sections that apply to the PBVP under 24 CFR 982 subpart K (regular and interim re-examination of the family income and composition) and 24 CFR 982.517 (utility allowance schedule).

Q. LIMITS ON INITIAL RENT TO OWNER [24 CFR 983.301]

The initial rent to owner for a unit may not exceed the reasonable rent as determined by the Burbank Housing Authority, in accordance with 24 CFR 983.303.
The tenant rent under the PBVP is limited to 30% of the participant’s adjusted monthly income minus tenant paid utilities.
The initial gross rent for a unit (rent to owner plus utility allowance) may not exceed the payment standard rent limit as determined by the BHA, in accordance with 24 CFR 982.503. However, at the time of initial occupancy by the eligible family, the family gross rent must not exceed 40% of the family adjusted monthly income.
The PBVP HAP Contract shall establish gross rents that do not exceed 110% of the established Fair Market Rent (FMR) or any HUD-approved “exception payment standard” for the City of Burbank. The HAP Contract will also allow for an annual rent adjustment.

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The initial and adjusted rents to the owner must also be reasonable in relation to rents charged in the private market for comparable unassisted units.

R. ANNUAL ADJUSTMENT OF RENT TO OWNER [24 CFR 983.302]

At each annual anniversary date of the HAP Contract, the Burbank Housing Authority may re-determine the rent to owner in accordance with the following requirements:

1. The owner must request a rent increase (including a comparability study to determine the amount of such increase) by written notice to the Burbank Housing Authority, at least 60 days before the HAP Contract anniversary. The request must be submitted in the form and manner required by the Burbank Housing Authority.
2. The Burbank Housing Authority may not increase the rent at the annual anniversary unless:
    a. The owner requested the increase by the 60-day deadline; and
    b. During the year before the HAP Contract anniversary, the owner complied with all requirements of the HAP Contract, including compliance with HQS for all contract units.
3. Rent increases will be implemented at the time of HAP Contract Anniversary.

The adjusted rent to owner equals the lesser of:

1. The re-adjustment rent to owner multiplied by the applicable Section 8 Annual Adjustment Factor published by HUD.
2. The reasonable rent as determined by the Burbank Housing Authority, in accordance with 24 CFR 983.303; or
3. The rent requested by owner.

The applicable factor is the published annual adjustment factor in effect 60 days before the HAP Contract anniversary. In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments. The rent to owner may be adjusted up or down, in accordance with 24 CFR 983.301.

S. SPECIAL ADJUSTMENT OF THE RENT TO OWNER [24 CFR 983.301]

At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner. The Burbank Housing Authority may only make a special adjustment of the rent to owner if the adjustment has been approved by HUD.
A special adjustment may only be approved to reflect increases in the actual and necessary costs of owning and maintaining the contracted units because of substantial and general increases in:

1. Property taxes.
2. Special governmental assessments.
3. Utility rates; or
4. Cost of utilities not covered by the regulated rates.

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A special adjustment may only be approved if and to the extent that the owner demonstrates that cost increases are not adequately compensated by application of the published annual adjustment factor at the HAP Contract anniversary. The owner must demonstrate that the rent to owner is not sufficient for proper operation of the housing.
The adjusted rent may not exceed the reasonable rent as determined by a comparability study, in accordance with 24 CFR 983.301. The owner must submit financial information, as requested by the BHA, that supports the grant or continuance of a special adjustment. For HAP Contracts of more than 20 units, such financial information must be audited.
The Burbank Housing Authority may withdraw or limit the term of any special adjustment. If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to owner.

T. REASONABLE RENT [24 CFR 983.303]

The Burbank Housing Authority may not enter an agreement to enter into a HAP Contract until the Burbank Housing Authority determines that the initial rent to owner under the HAP Contract is reasonable. During the term of a HAP Contract, the rent to owner may not exceed the reasonable rent as determined by the Burbank Housing Authority.
At least annually during the HAP Contract term, the BHA must re-determine that the current rent to owner does not exceed a reasonable rent. The BHA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the BHA must consider:

1. The location, quality, size, unit type, and age of the contract unit; and
2. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

U. VACANT UNITS [24 CFR 983.352]

Vacancy payments will not be paid for vacant units

V. CONVERSION OF SECTION 8 PROJECT-BASED ASSISTANCE TO TENANT-BASED ASSISTANCE [PIH NOTICE 99-40, SEPTEMBER 1, 1999]

HUD currently provides additional funding to public housing agencies to assist eligible residents who are affected by “housing conversions.” Housing conversions occur when a Section 8 Project-Based Contract is near expiration, has expired, or the owner chooses to “opt-out” of the Contract (“Contract termination”). In those instances where expiring Project-Based Rental Assistance is being replaced by Tenant-Based Rental Assistance (TBRA) Vouchers, HUD shall determine the appropriate actions and provide guidance and instruction to the Burbank Housing Authority.

The conversion process typically begins with HUD’s receipt of the notice from the owner stating the intent to terminate the existing Contract. This notice must be in writing and provided to both the tenants and HUD, not less than one year from the Contract

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termination date. It is the responsibility of HUD to enforce the notification requirements of the owner. Based on the appropriate notification and at least 120 days prior to the termination date of the Contract, HUD shall determine the number of occupants in place, the composition of each family, and extend an invitation to the Burbank Housing Authority offering the Burbank Housing Authority the opportunity to administer TBRA to the eligible families. Once the Burbank Housing Authority has agreed to administer TBRA and issue HCVs, the existing ACC between the Burbank Housing Authority and HUD will require modification.

HUD shall transmit all pertinent family composition data to the Burbank Housing Authority. The Burbank Housing Authority shall utilize this information to begin the review of each family's eligibility for admission to the TBRA Program. As part of the determination of eligibility, the Burbank Housing Authority may require families to complete the following:

1. Submit a completed program application and any other required program form(s).

2. Submit any records pertinent to the determination of eligibility, i.e., identification cards, Birth Certificates, Social Security cards, proof of citizenship, proof of income, proof of assets, certification forms, affidavits, etc.

3. Attend an interview with Burbank Housing Authority staff; and

4. Attend mandatory briefing session conducted by Burbank Housing Authority staff (rental vouchers issued to eligible families).

Due to the severe time constraints often associated with these conversion actions, the Burbank Housing Authority may use the owner's most recent family income re-examinations, if:

1. The owner's certification for the family is no more than six months old; and

2. The Burbank Housing Authority determines that the owner's certifications are acceptable after reviewing a small sample for accuracy.

The Burbank Housing Authority is not required to use the owner's certifications and may opt to conduct its own income determination and verification.

The Burbank Housing Authority will make every effort to have the determination of eligibility completed and the rental vouchers issued to eligible families no later than 60 days before the termination date of the contract. Once these requirements are completed, the Burbank Housing Authority must:

1. Ensure the units selected by the families are eligible (see Chapter 2 of this Plan). " Eligibility for Admission"

2. Conduct HQS inspections for units selected by families, (see Chapter 10 of this Plan), "Housing Quality Standards and Inspections".

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3. Ensure the rent is reasonable, see Chapter 9 of this Plan, “Request for lease approval and contract execution”; and

4. Execute a HAP Contract with the owner.

HUD encourages housing agencies to begin tasks such as certifying families and approving units before receiving the ACC funding exhibit to avoid the potential adverse impact on the families. However, the Burbank Housing Authority may not under any circumstances execute a HAP Contract prior to receiving the notification letter and the effective date of the funding contained on the ACC funding exhibit.
Housing conversions represent a very unique opportunity for the Burbank Housing Authority to be pro-active in safeguarding the welfare of families residing in affordable housing developments that are faced with rental increases or possible displacement. Although some actions may not be taken by the Burbank Housing Authority without seeking prior approval from HUD, the Burbank Housing Authority shall continue to be committed to providing supportive services and guidance to families that are affected by these circumstances.

W. MOVES WITH CONTINUED RENTAL ASSISTANCE

If the family decides to relocate after 3 years, the family may be eligible for other forms of rental assistance, if funding is available. Family may only move in accordance with Chapter 9 of this Plan, “Request for lease approval and contract execution”.
Rental assistance under the PBVP will terminate for families that vacate the assisted unit during the initial term of the lease in accordance with Chapter 11 of this Plan, “Denial or Termination of Assistance”.

X. FAMILY RIGHT TO MOVE [24 CFR 983.261]

The family may terminate the assisted lease at any time after the third year of occupancy in accordance with Chapter 9 of this Plan, “Request for Lease Approval and Contract Execution”. The family must give the owner advance written notice of intent to vacate (with a copy to the Burbank Housing Authority) in accordance with the lease.
If the family has elected to terminate the lease in this manner, the Burbank Housing Authority must offer the family the opportunity for continued TBRA, in the form of either assistance under the HCVP or other comparable TBRA.

Before providing notice to terminate, the family must contact the Burbank Housing Authority, in writing, to request comparable TBRA if the family wishes to move with continued assistance. If a HCV or other comparable TBRA is not immediately available upon termination of the family's lease of a PBVP unit, the Burbank Housing Authority must give the family priority to receive the next available opportunity for continued TBRA. The family will receive the next available opportunity based on the date and time when their written requested was received.

The family will not be able to use a HCV in a project based unit. If a HCV has been issued and the family decides to remain in a project based unit, the owner must agree to continue the family’s tenancy. At which time, the HCV will be cancelled. The family will be required

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to continue their search for a unit if the owner does not agree to continue the family's tenancy. Therefore, the HCV will expire if the family does not locate a suitable unit by the expiration date and the family's participation in the PBVP will end.

The family will not be eligible for a HCV or other comparable TBRA if the family fails to submit written request to the Burbank Housing Authority prior to serving a 60 Day Notice to terminate to the owner and/or the family is not in good standing with the terms of the lease and Family Obligations. Families may not be eligible for any other form of rental assistance if the property owner has served notice to vacate. Moves with continued assistance are allowed in accordance with Chapter 9 of this Plan, "Request for Lease Approval and Contract Execution".

If the family terminates the assisted lease before the end of one year, or if the family has violated program rules and regulations, the family relinquishes the opportunity for continued TBRA.

The Burbank Housing Authority will ensure the family is in compliance with the rules and regulations. The Burbank Housing Authority will follow the policies and procedures outlined in Chapter 9 of this Plan, "Request for Lease Approval and Contract Execution" for the HCVP.

If the family is in compliance with the program rules and regulations, the family may move utilizing portability. The Burbank Housing Authority will follow the policies and procedures outlined in Chapter 9 of this Plan, "Request for Lease Approval and Contract Execution" for the HCVP.

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CHAPTER 19

SPECIAL PURPOSE VOUCHERS

INTRODUCTION

Special Purpose Vouchers (SPVs) are a specific type of HCV program administered by the BHA. By collaborating with other partners, SPVs provide rental assistance resources to specific populations to support the community's plan to end homelessness.

The BHA administers the following types of special purpose vouchers:

- Veterans Affairs Supportive Housing (VASH)
- Foster Youth to Independence (FYI) program

This chapter describes HUD regulations and BHA policies for administering SPVs.

PART 1
VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics (CBOCs).

A. SPECIAL RULES FOR THE HUD-VASH VOUCHER PROGRAM

This section outlines the waivers or alternative requirements for the administration of the HUD-VASH program. Unless expressly stated below, all HUD regulations regarding the HCV and PBV programs are applicable to HUD-VASH vouchers. The BHA's local discretionary policies adopted in this administrative plan apply to HUD-VASH vouchers unless the BHA policy conflicts with the requirements of the HUD-VASH vouchers outlined below. In such cases the requirements in this chapter supersede the local discretionary policy.

B. THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS (VA)

The VA determines the eligibility of veterans based on the following criteria:

1. Veterans must meet the definition of homelessness defined in the McKinney-

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Vento Homeless Assistance Act as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2012.

2. Veterans must need case management services, as determined by VA case workers, to obtain and sustain independent community housing.
3. Eligible candidates for the program must participate in case management. The VA is responsible for providing appropriate treatment and supportive services to potential HUD- VASH program participants.

C. REFERRALS

VA HUD–VASH case managers will refer HUD–VASH-eligible families to the BHA for the issuance of vouchers. The BHA must accept referrals from the VA partner. Therefore, the BHA does not have the authority to maintain a waiting list or apply local preferences for HUD–VASH vouchers.

D. PARTICIPANT ELIGIBILITY

Eligible families are homeless veterans and their families that are referred to the BHA by the VA. Before making referrals to the BHA, VA staff screen families according to the VA's screening.

When the BHA receives a referral from the VA, the BHA may only screen the family for the criteria below:

1. Income eligibility
2. Citizenship; and
3. Subjectivity to a lifetime registration requirement under a state sex offender registration program.

E. BACKGROUND CHECK

The BHA may not screen for criminal background other than to determine if a household member is subject to a lifetime registration requirement under a state sex offender registration program.

If a family member is subject to lifetime registration under a state sex offender registration program, the remaining family members may be served if the family agrees to remove the sex offender from its family composition. If the family member subject to lifetime registration under a state sex offender registration program is the homeless veteran, the family will be denied admission to the program.

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F. SOCIAL SECURITY AND DATE OF BIRTH VERIFICATION

The BHA must accept DD-214 certificates and VA-verified Applications for Health Benefits as verification of social security numbers and birthdates. VA identification cards must be accepted as government-issued photo identification, and they can also be used to verify social security numbers and birthdates.

G. INCOME AND ELIGIBILITY

Under HUD VASH operating requirements, the Burbank Housing Authority must use up to 80% of the area median income for homeless veterans.

When determining the applicant's annual income for purposes of income eligibility, the BHA must exclude all VA service-connected benefits received by the HUD-VASH applicant in addition to the income exclusions listed under in Chapter 5 of this administrative plan. This special income exclusion only applies to the definition of annual income for purposes of determining income eligibility. VA service-connected benefits (with the exception of the normally excluded deferred VA disability payments) must still be included as annual income when calculating the family's adjusted income. In other words, the VA service-connected disability benefits are excluded for purposes of determining income eligibility but included for purposes of calculating the housing assistance payment of the participant.

BHA may not deny admission to a family with zero income. When the veteran family reports that they have zero income, the BHA must accept a self-certification of zero income from the family at admission and at reexamination without taking any additional steps to require that the family verify zero reported income. The self-certification does not need to be notarized. The BHA must verify families' income in the EIV System within 120 days after admission.

H. EXCEPTION PAYMENT STANDARD

To assist VASH participants in finding affordable housing, the BHA may establish a HUD-VASH exception payment standard. The BHA may go up to but no higher than 120 percent of the published area-wide fair market rent (FMR) or small area fair market rent (SAFMR) specifically for VASH families. Should the BHA establish a VASH exception payment standard over 120 percent, the BHA must request a waiver from HUD.

VASH participants not residing in a subsidized unit will receive the HUD approved Exception Payment Standard for a Zero, One, Two- and Three-Bedroom Voucher. This Exception Payment Standard may be applied at interim reexaminations.

I. VOUCHER SEARCH TERM AND LEASING

Families issued a HUD-VASH voucher:

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1. must be given a minimum of 120 days to search for a unit.
2. may enter into an initial lease with an owner for less than 12 months.
3. may live on the grounds of a VAMC in units owned by the VA.

BHA may pre-inspect units that veterans may be interested in leasing. If a family selects a unit that passed an HQS inspection (without intervening occupancy) within 90 days of the date of the Request for Tenancy Approval, the unit may be approved.

J. CASE MANAGEMENT

Veterans must agree to participate in case management in order to receive a HUD-VASH voucher. HUD-VASH voucher assistance must be terminated if the family refuses, without good cause, to participate in required case management as verified by the VA.

However, the VA determination that case management is no longer needed is not grounds for termination of assistance. In such cases, a family may be offered a regular voucher to free up the HUD-VASH voucher, or they may keep their HUD-VASH voucher.

K. CHANGE IN FAMILY COMPOSITION

When new family members are added after the veteran is a participant, regular BHA eligibility criteria apply. Other than the birth, adoption or court-awarded custody of a child, the addition of any other family member must be approved by the BHA in accordance with the BHA's administrative plan.

L. VOUCHER REASSIGNMENT UPON FAMILY BREAK-UP

Because the HUD-VASH program is targeted to provide housing to homeless veterans, in most cases of family break-up, the voucher must remain with the veteran.

The major exception to this rule is if a veteran's family member is receiving protection as a victim of domestic violence, dating violence, stalking or sexual assault and the veteran is the perpetrator of such violence, the victim must continue to be assisted. Upon termination of a veteran-perpetrator's HUD-VASH voucher due to the veteran-perpetrator's acts of domestic violence, dating violence, stalking, or sexual assault, the victim receiving VAWA protections may be given a regular HCV if one is available, and the perpetrator's HUD-VASH voucher can be used to serve another eligible veteran family. If a regular HCV is not available for the victim, the victim will continue to utilize the HUD-VASH voucher and the perpetrator must be removed from the household. In the case of the victim utilizing the HUD-VASH voucher upon termination of the perpetrator, the HUD-VASH voucher must be issued to another eligible veteran family upon the voucher's turnover.

If the veteran dies or is incarcerated, the voucher remains with the remaining members of the tenant family. The BHA may use one of its own HCVs to continue assisting this

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family and free up a voucher for another HUD-VASH eligible family. If an HCV is not available, the family will continue utilizing the HUD-VASH voucher. Once the HUD-VASH voucher turns over, however, it must go to a homeless veteran family.

M. PORTABILITY

In order to ensure that participants can continue to receive case management, there are additional guidelines related to portability for HUD-VASH. Families will be limited to moving to jurisdictions where VAMC or CBOC case management services are available if case management is still required. The BHA will consult with the initial VA facility prior to approving any move.

The additional guidelines for portability associated with the HUD-VASH program are described below:

1. *With Case Management and Within Initial VAMC's Catchment Area*: A HUD-VASH family can move within the VAMC's catchment area as long as case management can still be provided, as determined by the VA. If the receiving PHA does not have a HUD-VASH program, the receiving PHA must bill the BHA. If the receiving PHA does have a HUD-VASH program, they may absorb the family if they choose.
2. *With Case Management and Outside Initial VAMC's Catchment Area*: A HUD-VASH family can move if the referring VAMC confirms that the new VAMC has an available case management slot. The receiving PHA must have a HUD-VASH program and the HUD-VASH family must be absorbed.
3. *Case Management is No Longer Required*: If a HUD-VASH family wishes to move under portability and the veteran no longer requires case management, the family can move to a community where case management is not provided. The receiving PHA does not need to be a HUD-VASH PHA, and the receiving PHA may choose to bill the BHA or absorb the veteran with a regular voucher.

N. VOUCHER TURNOVER

HUD-VASH vouchers must be issued to eligible veteran families as identified by the VA upon turnover.

O. PROJECT BASING HUD-VASH VOUCHER

BHA must operate HUD-VASH PBVs under the regulations for the PBV except in cases where the VASH operating requirements supersede these regulations, such as regulations referring to admissions and waiting lists.

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General Requirements

The BHA may project-base HUD-VASH vouchers in projects alongside other PBV units and may execute a single HAP contract covering both the HUD-VASH PBVs and the other PBVs. However, the contract rents may not be different based on whether the unit is a HUD-VASH PBV unit or a non-HUD-VASH PBV unit.

Project Cap

All units exclusively made available to HUD-VASH families in a PBV project are exempted from the PBV income-mixing requirements (project cap).

Program Cap

HUD-VASH units made available under a competitive PIH notice for HUD-VASH PBV units are excluded from the PBV percentage limitation (program cap). All other HUD-VASH vouchers that the PHA opts to project-base, are still subject to the PBV program cap.

Termination from PBV due to failure to participate in case management:

Upon notification by the VA of the family's failure to participate in VA-required case management, the BHA must provide the family a 30/60/90 days to vacate the unit. The PHA must terminate assistance to the family at the earlier of:

(1) the time the family vacates or

(2) the expiration of the reasonable period given to vacate.

If the family fails to vacate the unit within the established time, the owner may evict the family. If the owner does not evict the family, the BHA must remove the unit from the HAP contract or amend the HAP contract to substitute a different unit in the project if the project is partially assisted.

Voluntary Moves from PBV:

If a HUD-VASH family is eligible to move from its PBV unit and there is no HUD-VASH tenant-based voucher available at the time the family requests to move, a family that still requires case management must wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days.

If a HUD-VASH tenant-based voucher is still not available after that period, the family must be allowed to move using its HUD-VASH voucher as tenant-based assistance. The BHA may allow the family to move using its HUD-VASH voucher as tenant-based assistance without having to meet this 180-day waiting period. The BHA may either amend the PBV HAP contract to replace the assistance in the PBV unit with one of its regular vouchers if the unit is eligible for a regular PBV or the BHA and owner may agree to temporarily remove the unit from the HAP contract. If a HUD-VASH veteran has been

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determined to no longer require case management, the BHA must allow the family to move with the first available tenant-based voucher if no HUD-VASH voucher is immediately available and cannot require the family to wait for a HUD-VASH voucher to become available.

Cases of a wrong-size PBV unit or a PBV unit with accessibility features that the family no longer requires.

If the BHA determines that a HUD-VASH family is occupying a wrong-size PBV unit or a PBV unit with accessibility features that the family does not require and the PBV unit is needed by a family that requires the accessibility features, the PHA must notify the family and the owner within 30 days of the BHA's determination. HUD applies an alternative requirement for HUD-VASH PBV units Specifically, the BHA's offer of continued housing assistance (that must be made within 60 days of the BHA's determination) must be in the form of either a HUD-VASH tenant-based voucher or another HUD-VASH PBV unit. If no HUD-VASH assistance is available for the BHA to offer within 60 days of the BHA's determination, the BHA must remove the wrong-sized or accessible unit from the HAP contract to make HUD-VASH voucher assistance available to issue the family a tenant-based HUD-VASH voucher. The required provision of tenant-based assistance requires that the family may elect to use its tenant-based assistance to remain in the same project when a PBV HAP contract terminates or expires, does not apply to families issued a HUD-VASH tenant-based voucher under this circumstance. The BHA may use another voucher to add the unit removed under this alternative requirement to the HAP contract after the family vacates the property.

Redesignation of unit

With VAMC approval, the BHA and owner may agree to amend a PBV HAP contract to re-designate a regular PBV unit as a unit specifically designated for HUD-VASH families. The BHA and owner may also agree to amend a PBV HAP contract to re-designate a unit designated for HUD-VASH families as a regular PBV unit, only if the unit is not funded through a HUD-VASH PBV set-aside award.

Zero- HAP admission

The BHA may select a unit occupied by a “zero-HAP” VASH eligible family or admit a “zero-HAP” VASH family to a unit if the PBV project is either on the grounds of a VA facility or there are VASH supportive services provided on-site at the project. During any period that the family's TTP falls below the gross rent, normal PBV requirements apply.

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PART 2
FOSTER YOUTH TO INDEPENDENCE INITIATIVE

The Foster Youth to Independence (FYI) initiative makes HCV assistance available to PHAs in partnership with Public Child Welfare Agencies (PCWAs). Under FYI, PHAs provide housing assistance on behalf of eligible youth with a history of child welfare involvement that are homeless or at risk of being homeless. Eligible households receive rental assistance and supportive services for a period of 36 months. Youth may receive up to an additional 24 months of rental assistance if they meet certain requirements.

A. PUBLIC CHILD WELFARE AGENCY (PCWA) [Notice PIH 2023-04]

The BHA must enter into a partnership agreement with a PCWA in the BHA's jurisdiction in the form of a Memorandum of Understanding (MOU).

The partnering PCWA must meet the following requirements:

1. Identify FYI-eligible youth: The PCWA must have a system for identifying eligible youth within the agency's caseload and for reviewing third party referrals.
2. System of Prioritization: the PCWA must have a system of prioritization based on the level of need of the youth and the appropriateness of intervention.
3. Written Certification: The PCWA must provide written certification to the BHA that a youth is eligible.
4. Supportive Services: The PCWA must provide or secure supportive services that are required to be offered.

The BHA has partnered with the Los Angeles County Department of Child and Family Services (DCFS) to implement the Foster Youth to Independence (FYI) program.

B. SUPPORTIVE SERVICES [Notice PIH 2023-04]

The PCWA must provide or secure a commitment to provide supportive services for participating youth for a minimum of 36 months. At a minimum, the following supportive services must be offered:

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services).
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook- up fees, and utility deposits.
3. Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher.
4. Job preparation and attainment counseling (where to look/how to apply, dress,

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grooming, relationships with supervisory personnel, etc.)

5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED) or attendance/financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

C. FYI ELIGIBILITY [Notice PIH 2023-04]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. As determined by the PCWA, eligible youth:

1. Are at least 18 years of age and not more than 24 years of age (have not yet reached their 25th birthday).
2. Have left foster care or will leave foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act.
3. Are homeless or at risk of becoming homeless at age 16 and older.

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance assuming they otherwise meet eligibility requirements.

D. WAITING LIST ADMINISTRATION

Once the BHA receives the referral from the PCWA certifying the youth is eligible for the FYI program, the BHA must compare the list of referrals to its HCV waiting list to determine if any of the referrals are already on the BHA's HCV waiting list. PCWA referrals on the BHA's HCV waiting must be assisted in order of their position on the HCV waiting. Any referrals not on the HCV waiting list must be placed on the BHA's HCV waiting list. If the BHA has a closed HCV waiting list, it must reopen the waiting list and place the FYI eligible applicants on the waiting list. The BHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants; however, the requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply.
The BHA selects eligible youths based on the BHA's regular HCV waiting list selection policies. However, per federal regulation, the BHA may not apply any residence preference to FYI voucher applicants. See chapters 3 and 4 for HCV waiting list policies.

E. HCV ELIGIBILITY DETERMINATION

Once the BHA selects an eligible youth from the HCV waiting list, the BHA must determine that the referral meets HCV program eligibility requirements. Applicants must be eligible under both FYI and HCV eligibility requirements. See chapter 2 for HCV eligibility requirements.

F. LEASE UP

The youth will be issued an FYI voucher once HCV eligibility has been determined.

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The following must be discussed during the FYI voucher briefing:

1. The extension of assistance provisions and requirements.
2. The availability of the FSS program and offer them an FSS slot, if available, or offer to place them on the FSS waiting list.
3. The supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FYI assistance.
4. All other required briefing session information described in Chapter 8 Section B.

During the briefing session, the applicant will be issued a Voucher with a term of 120 calendar days. A youth may request an extension of the Voucher for an additional 90 calendar days. The BHA must approve the extension request, whether written or oral, if it the request is made on or prior to the expiration date of the Voucher. For households with a person with a disability, an extension of 60 calendar days, in addition to the 90 calendar days, will be granted upon request as a reasonable accommodation.

The BHA will issue the applicant a notice, a minimum of 30 calendar days prior to the initial term expiration, to remind them of about the term expiration date and the process for requesting an extension of the initial term, and to inquire if the applicant is in need of assistance with their housing search.

All other processes related to voucher issuance and administration follow HCV program regulations. See chapter 8 for Voucher Issuance information.

The youth may not be 25 before the HAP contract has been executed. Should a youth fail to use the voucher, the BHA may issue the voucher to another eligible youth if one has been identified.

Turnover Vouchers

When the recipient of the FYI voucher leaves the program, the BHA must continue to use the FYI voucher for eligible youth upon turnover. If another eligible youth is not available, the BHA must notify HUD, and HUD will reduce the BHA's HCV assistance to account for the removal of the FYI assistance from the BHA's HCV baseline.

G. LENGTH OF ASSISTANCE [FR Notice 1/24/22]

As required by statute, an FYI voucher may only be used to provide housing assistance for youth for a maximum of 36 months. However, youth may receive an extension of the 36-month time limit of assistance for up to an additional 24 months if the youth is:

1. Participating in a Family Self-Sufficiency (FSS) program

2. Engaged in education, workforce development, or employment activities for at least 9 months of the 12-month period preceding the extension, if the youth

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was unable to enroll in an FSS program.

3. Eligible for one of three statutory exceptions

Extension of Assistance for FSS Enrollment prior to 36 Months

To receive the 24-month extension of voucher assistance, a FYI youth must enroll in the FSS program during their first 36 months of assistance (unless the youth meets one of the statutory exceptions described later in this section). If the BHA is unable to offer a FYI youth an FSS slot during their first 36 months of rental assistance, the youth is considered to have been "unable to enroll" in the program and may have their voucher extended by meeting the education, workforce development, or employment requirements, described later in this section.

The BHA must inform the FYI youth of the availability of the FSS program at the time the voucher is issued and offer them an FSS slot, if available, or offer to place them on the FSS waiting list.

Extension of Assistance for FSS Enrollment Between 36 and 48 Months

If an FSS slot becomes available between the 36-month and 48-month mark the BHA must offer the slot to a FYI voucher participant who had their voucher extended based on other eligible criteria .The BHA must work with the FYI voucher holder to determine whether enrollment in FSS is feasible and in their best interest given any education, workforce development, or employment activities that the FYI voucher holder is engaged in and any statutory exceptions that apply to the FYI voucher holder, as well as the remaining time on their FYI voucher.

If the FYI voucher holder accepts the FSS slot, the BHA must work with them to establish Contract of Participation goals and an Individual Training and Services Plan (ITSP) that can be accomplished within the period left on their FYI voucher. If the youth does not accept the FSS slot, the youth must meet one of the statutory exceptions or the education, workforce development, or employment requirement to receive an extension of rental assistance at the end of the 48 months.

Extension of Assistance for Youth Engaging in Education, Workforce Development, or Employment Activities

If the FYI youth has been unable to enroll in the FSS program during the first 36 months of receiving FYI assistance, the FYI voucher holder is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit. Extensions will be granted provided that the FYI voucher holder engaged in at least one of the education, workforce development, or employment activities described below for a minimum of nine months of the 12-month period preceding each extension.

To meet the nine months out of the preceding 12 months requirement, the FYI voucher holder may have engaged in one of the education, workforce development, or employment activities described below or a combination of these activities.

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The education, workforce development, or employment criteria are as follows:

1. The FYI voucher holder was engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent, as defined by the U.S. Department of Labor
2. The FYI voucher holder was enrolled in an *institution of higher education*, as such term is defined in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)) or an institution that meets the definition of a *proprietary institution of higher education* or a *postsecondary vocational institution* under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965 (20 U.S.C. 1002(b)(1) and (c)(1)), respectively.
    - The BHA requires that the FYI voucher holder must be enrolled on at least a half-time basis, as defined by the institution which they attend.
3. The FYI voucher holder was participating in a career pathway, as such term is defined in Section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).
4. The FYI voucher holder was employed.
    - The BHA requires that the FYI voucher holder must be working at least 20 hours a week.

The BHA will remind the FYI voucher holder at their second regular reexam of the education, workforce development, and employment requirements described above if the youth was not provided with the opportunity to enroll in the FSS program during the first 24 months of FYI assistance.

The BHA will send FYI participants a notice on how to demonstrate that they meet one of the conditions described above prior to the 36-month or 48-month recertification period.

Due to the timing of when the BHA verifies compliance and conducts the annual reexamination, the FYI youth may have not yet met the 9-month requirement but may be able to demonstrate that they will meet the 9-month requirement as of the end of the 36-month or 48-month period. In such cases, the FYI youth will still be considered to have met the requirements. The BHA will then conduct an annual reexamination. If the annual reexamination determines that the youth is still eligible for the HCV program, the BHA must provide the FYI youth the extension of voucher assistance.

Statutory Exceptions

FYI voucher holders will be entitled to receive an extension of assistance for up to 24 months beyond the 36-month time limit without participating in the BHA's FSS program or engaging in one of the education, workforce development, or employment activities if they certify that they meet one of the exceptions below:

1. The FYI voucher holder is a parent or other household member responsible for the care of a dependent child under the age of six or for the care of an incapacitated person.

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- The BHA defines an incapacitated person as a person under the age of eighteen years, or an adult individual who is unable to provide food, clothing, or shelter.

2. The FYI voucher holder is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.

3. The FYI voucher holder is a person who is incapable of complying with the requirement to participate in a FSS program as described above or engage in education, workforce development, or employment activities as described below, as applicable, due to a documented medical condition.

- The BHA defines a medical condition as a specific health issue or illness that can be diagnosed by healthcare providers based on symptoms, medication use, or diagnostic testing.

The BHA will require a self-certification from the youth prior to the 36 month and 48 moth annual reexamination to verify that the youth meet one of the exceptions.

If the BHA determines that the youth meets one of the statutory conditions described above, the BHA will then conduct an annual reexamination. If the annual reexamination determines that the youth is still eligible for the HCV program, the BHA must provide the FYI youth the extension of voucher assistance.

H. TERMINATION OF ASSISTANCE

Failure of the FYI voucher holder to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FYI assistance prior to the annual reexam.

Termination of a FYI voucher is handled in the same way as with any HCV; therefore, termination of a FYI voucher must be consistent with HCV regulations at 24 CFR Part 982, Subpart L and BHA policies in Chapter 11.

Prior to termination, the BHA must offer the FYI voucher holder the opportunity to request an informal hearing, in accordance with Chapter 11.

Vouchers are limited by statute to a total of between 36 months and 60 months of housing assistance. At the end of the statutory period, assistance must be terminated. However, any period for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the limitation.

The FYI participant's rental assistance may not be terminated if they decline supportive services.

The BHA may not transfer the assistance of FYI voucher holders to regular HCV assistance upon the expiration of the limit on assistance. It is also not permissible to reissue another FYI to the same youth upon expiration of their FYI assistance.

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I. PORTABILITY

Portability for an FYI youth is handled in the same way as for a regular HCV family. The BHA may not restrict or deny portability for an FYI youth for reasons other than those specified in the HCV program regulations.

An FYI youth does not have to port to a jurisdiction that administers FYI vouchers.

If the receiving PHA absorbs the voucher, the receiving PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the receiving PHA absorbs the youth into its regular HCV program, that youth becomes a regular HCV participant with none of the limitations of an FYI voucher.

The BHA and receiving PHA must work together to initiate termination of assistance upon expiration of the time limit on assistance if the receiving PHA does not absorb the youth into its regular HCV program.

J. PROJECT-BASING FYI VOUCHERS

The BHA may project-base certain FYI vouchers without HUD approval in accordance with all applicable PBV regulations and BHA policies in Chapter 18.

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GLOSSARY

ABATEMENT. The suspension of Housing Assistance Payments to the owner due to HQS noncompliance, until deficiencies are corrected and the unit passes inspection.

ADMINISTRATIVE PLAN. The HUD required written policy of the Housing Authority governing its administration of the Section 8 Program.

ABSORPTION. In portability, the point at which a receiving Housing Authority stops billing the initial Housing Authority for assistance on behalf of a household that is exercising portability.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A grant agreement between HUD and the Housing Authority which establishes the basic terms and conditions for the Housing Authority's public housing program.

ADJUSTED INCOME. Annual income minus allowable deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the Housing Authority for administration of the Section 8 Program.

ADMINISTRATIVE FEE RESERVE. Account established by the Housing Authority from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first Housing Assistance Payments contract on behalf of the very low-income household. This is the point when the applicant becomes a participant in the Program.

ANNUAL BUDGET AUTHORITY. The maximum annual amount of funds that HUD has allocated for each funding increment allocated to an individual Housing Authority.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) minus the allowances.

APPLICANT. A person or family that has applied for admission to the Section 8 Program but is not yet a participant in the program.

APPLICANT WAITING LIST. A list of Section 8 Program applicants that is organized by preference categories.

ASSETS. Value of equity in savings accounts, checking accounts, retirement accounts, real property, stocks, bonds, and other forms of capital investment.

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CHILD CARE EXPENSES. Amounts paid by the household for the care of minors under 13 years of age where such care is necessary to enable a household member to be employed or to attend school.

CITIZEN. A citizen or national of the United States.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. A written contract between HUD and the Housing Authority where HUD agrees to provide funding for operation of the Section 8 Program and the Housing Authority agrees to comply with all Program requirements.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the household is already receiving assistance under any 1937 Housing Act program when the household is admitted to the Section 8 Program.

DAY LABORER. An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

DEPENDENT. A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student.

DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled household members which enable a household member, including the disabled member, to work.

DISABLED PERSON. A person who is any of the following:
A person who has a disability as defined in section 223 of the Social Security Act.
A person who has a physical, mental, or emotional impairment that:

a. Is expected to be of long-continued and indefinite duration;
b. Substantially impedes his or her ability to live independently; and
c. Requires more suitable housing for independent living.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7).

DISABLED FAMILY. A family or household where the head or spouse meet any of the above criteria for disabled person.

DISPLACED PERSON. A person or household displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMESTIC VIOLENCE. Encompasses felony or misdemeanor crimes committed by a current or former spouse or intimate partner. It includes physical abuse, sexual abuse, or

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any pattern of coercive behaviors such as verbal, psychological, economic, or technological abuse, even if these behaviors are not criminal.

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

EARNED INCOME. Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

ECONOMIC ABUSE. In the context of domestic violence, dating violence, and abuse in later life, refers to controlling or manipulative behaviors that limit a person's access to or control over their economic resources. This includes actions such as:

1. Restricting access to money, assets, credit, or financial information.
2. Unfairly using someone else's financial resources for personal gain.
3. Exerting undue influence over financial decisions, such as forcing defaults on financial obligations or exploiting legal powers like powers of attorney, guardianship, or conservatorship.

ELDERLY FAMILY. A family or household whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

EXCEPTED UNITS OR HOUSING EXEMPTION. Units in a multifamily building that are specifically made available for qualifying families who are elderly, disabled, or a family receiving supportive services.

EXCEPTION PAYMENT STANDARD. As a reasonable accommodation, a PHA may approve a payment standard amount up to 120 percent of the published fair market rent (FMR) if its payment standards are set below 110 percent of the FMR. Such higher payment standards must be requested by the family and subsequently approved, as necessary, by the PHA after a family with a disabled person or an individual person with disabilities locates a unit. An exception payment standard exceeding 120 percent of the FMR will require HUD approval.

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EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled households in excess of 3% of Annual Income which are not reimbursable from any other source.

FAIR MARKET RENT. The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of a modest, non-luxury nature with suitable amenities. Fair market rents for existing housing are established by HUD according to bedroom size.

FAMILY. A person or group of persons, regardless of actual or perceived sexual orientation, gender identity or marital status, as defined in 24 CFR 5.403. Family does not include live-in aides or foster children/adults. Family size is used to calculate subsidies and payments.

FAMILY COMPOSITION. A family may be as single person, or a group of persons as defined in 24 CFR 982.201(c).

FAMILY OBLIGATIONS. Specific requirements that the participant must meet in order to remain eligible for the Section 8 Program as described in 24 CFR 982.551. These obligations include providing complete and truthful information and abiding by the lease and the lease addendum. The Family Obligations are clearly stated on the Voucher.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS). The component of the Section 8 Program where the participants enter into a Contract of Participation whereby, they agree to meet certain goals to become financially self-sufficient.

FEDERAL PREFERENCE. A preference under federal law for admission of applicant families that are any of the following:

a. Involuntarily displaced; or
b. Living in substandard housing (including the homeless); or
c. Paying more than 50 percent of household income for rent.

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

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

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FOSTER CHILD CARE PAYMENT. Payment to eligible households by State, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school as well as an institution offering a college degree. A person pursuing full-time vocational training is considered a full-time student.

GROSS ANNUAL INCOME. The anticipated total Annual Income of an eligible applicant family and participant household from all sources for the 12-month period following the date of determination of income.

GROSS RENT. The sum of the rent charged and the utility allowance.

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HEALTH AND MEDICAL CARE EXPENSES. Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

HOMELESS. As defined under SEC. 103. [42 USC 11302], the term “homeless”, means— (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground. These households must be determined and referred to the Section 8 Program by qualified service providers.

HOUSEHOLD. The assisted family and the PHA-approved members who live in the unit including foster children/adults and live-in aides. Household members are used to determine unit size.

HOUSING ASSISTANCE PAYMENT. The monthly Section 8 payment paid directly to the landlord from the Housing Authority.

HOUSING ASSISTANCE PAYMENTS CONTRACT. A written contract between the Housing Authority and an owner in the form prescribed by HUD headquarters, in which the Housing Authority agrees to make monthly housing assistance payments to the owner on behalf of a Program participant.

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HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the section 8 Program.

HUD. The United States Department of Housing and Urban Development.

HUD REQUIREMENTS. The federal requirements for the Section 8 Program which are issued by HUD headquarters in Washington D.C. and are published in the Code of Federal Regulations, the Federal Register, HUD notices or other binding program directives.

IMPUTED INTEREST INCOME. When an asset does not have an established interest rate, the savings account passbook interest is applied to impute the annual earnings of the asset. This calculation is used when assets exceed $5,000.

INCOME. The amount of money coming into the applicant family or participant household from all sources for each member.

INDEPENDENT CONTRACTOR. An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

INFORMAL HEARING. The appeal procedure for Section 8 participants who have their assistance terminated. The Informal Hearing is conducted by an outside hearing officer from the Los Angeles County Bar Dispute Resolution Board.

INFORMAL REVIEW. The appeal procedure for applicants who are denied participation in the Section 8 Program due to ineligibility or failure to cooperate. The Informal Review is conducted by the Housing Authority Manager or his/her designee.

INITIAL HOUSING AUTHORITY. In portability, the term refers to the Housing Authority that issues the Voucher that is used by the participant exercising portability.

INS. The United States Immigration and Naturalization Service.

INVOLUNTARILY DISPLACED PERSON. Households are considered involuntarily displaced when they must move out of their units due to circumstances beyond their control.

The specific causes are listed in 24 CFR 5.420 and include:

a. A disaster (fire, flood, earthquake, etc.) has caused the unit to be uninhabitable;

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b. Federal, State or local government action related to code enforcement, public improvement or development;
c. Actions by the landlord, except rent increases, which are beyond the applicant's control;
d. Actual or threatened physical violence;
e. Participation in the Witness Protection Program;
f. Hate crimes;
g. Non-suitability of unit due to disability;
h. HUD disposition of a multi-family project under Section 203 of the Housing and Community Development Amendments of 1978.

JURISDICTION. The area in which the Housing Authority has authority under State and local law to administer the program.

LANDLORD. This term refers to either the owner of the property or his/her representative or the managing agent or his/her representative, as designated by the owner.

LEASE. A written agreement between an owner and a tenant for the rental of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by the tenant.

LEASE ADDENDUM. This is a document written by HUD which specifies certain Section 8 Program requirements.

LIVE-IN AIDE. A person who resides with an elderly or disabled person and who:
a. Is determined to be essential to the care and well-being of the person.
b. Is not obligated for the support of the person.
c. Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the Housing Authority to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family or household whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for household size.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. A deduction for elderly households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of annual income.

MINOR. A member of the household (excluding foster children) other than the head of household or spouse who is under 18 years of age.

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MIXED FAMILY. A family or household with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3).

MONTHLY ADJUSTED INCOME. One-twelfth of annual income minus allowances.

MONTHLY GROSS INCOME. One-twelfth of the gross annual income.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NET FAMILY ASSETS. The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. Standards established by the Housing Authority to determine the appropriate number of bedrooms for households of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT. A household that has been admitted to the Section 8 Program. The applicant becomes a participant on the effective date of the Housing Assistance Payments contract.

PASSBOOK RATE. A HUD established minimum interest rate used to calculate income from a household's savings or assets.

PAYMENT STANDARD. The maximum subsidy payment according to bedroom size shown on the Voucher.

PEER-TO-PEER. A payment application *(e.g., Apple Pay, Venmo, Cash App, Pay Pal, Zelle, etc.)* can receive funds from anyone, including employers and buyers of goods. The Peer-to-Peer payment app can be used to receive income or hold assets *(money)*.

PERMANENT SUPPORTIVE HOUSING (FORMERLY SHELTER PLUS CARE). Is designed to provide housing and supportive services on a long-term basis for persons who meet the definition of homelessness as defined under 24 CFR 91.5, and are provided access to support services needed in order to remain housed.

PERSONS WITH DISABILITIES. Individuals with any condition or characteristic that renders a person an individual with a disability as defined in 24 CFR 8.2.

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PERSONALLY IDENTIFIABLE INFORMATION (PII). Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the Housing Authority that issued the Voucher.

PROJECT BASED VOUCHERS (PBV). A component of a public housing agency's Housing Choice Voucher program. The PHA uses its tenant-based voucher funding to allocate project-based units to a project.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market and for comparable unassisted units in the same building.

RECEIVING HOUSING AUTHORITY. In portability, the Housing Authority that accepts a Voucher that was issued by another Housing Authority.

RECERTIFICATION. The annual process of securing documentation of total household income used to determine the tenant portion of the rent for the next 12 months.

REMAINING MEMBER OF TENANT HOUSEHOLD. Person left in assisted housing after all of the other household members have vacated the unit.

SEASONAL WORKER. An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

SENSITIVE PERSONALLY IDENTIFIABLE INFORMATION (SPII). Personally Identifiable Information (PII) that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account number such as credit or debit card numbers.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the Section 8 waiting list or without considering the applicant's waiting list position.

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SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for Single Room Occupancy housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPECIAL PURPOSE VOUCHER. A specific type of HCV program administered by the BHA that provides rental assistance resources to specific populations to support the community's plan to end homelessness.

SPOUSE. The husband or wife of the head of the household.

SUBSIDY STANDARDS. Standards established by the Housing Authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD HOUSING. Unpermitted structures as designated by a government official in the course and scope of their official duties such as a code enforcement officer or building inspector.

SUSPENSIONS. Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval (RTA) to lease a unit, until the time when the PHA approves or denies the request. This practice is also called "tolling".

TECHNOLOGICAL ABUSE. Refers to harmful behaviors within domestic violence, sexual assault, dating violence, or stalking that involve the use of technology. This includes actions like threatening, controlling, harassing, exploiting, or monitoring someone through devices like computers, mobile phones, cameras, apps, or location tracking tools, with the intent to cause harm or exert power over the victim.

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

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNEARNED INCOME. Any annual income, as calculated under Chapter 5, that is not earned income.

UNIT. Residential space for the private use of a household.

UTILITIES. Utilities include water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

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VERY LOW-INCOME FAMILY. A family or household with an annual income below 50% of the median income for the area, as determined by HUD, with adjustments for household size.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VETERAN FAMILY. A family or household of a veteran or service person occurs in situations where:

a. The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a household member at the time of death.
b. The veteran or service person, unless deceased, is living in the household or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the household contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a household member at the time of hospitalization.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER. The document issued to an eligible applicant/participant by the Housing Authority to show that the person is eligible for the Section 8 Program.

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2026 HUD Inflation-Adjusted Values (Table 1): Effective January 1, 2026

Note: If your agency/property/program administrator is not yet complying with Sections 102 and 104 of HOTMA, you will not utilize this table. Annual inflationary adjustments, the new thresholds (e.g., asset limitation), and the requirement to use this passbook rate are among the provisions of Sections 102 and 104 of HOTMA.

Calculation Component	Adjusted Item	Regulatory Reference	Amount	Applicable Programs[1]
Asset Limitation	Eligibility restriction on net family assets	24 CFR § 5.618(a)(1)(i)	$105,574	Section 8 PBRA, 202/8, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA
Annual Income	Threshold above which imputed returns must be calculated on net family assets	24 CFR §§ 5.609(a)(2) and (b)(1)	$52,787	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
	Threshold above which the total value of non-necessary personal property is included in net family assets	24 CFR § 5.603(b) Definition *Net family assets*	$52,787	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
	The amount of net assets for which the PHA/MFH Owner/ Grantee may accept self-certification by the family	24 CFR § 5.618(b)(1) 24 CFR § 5.659(e) 24 CFR § 92.203(e)(1) 24 CFR § 93.151(e)(1) 24 CFR § 882.515(a) 24 CFR § 882.808(i)(1) 24 CFR § 960.259(c)(2) 24 CFR § 982.516(a)(3)	$52,787	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF

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[1] Some components in Tables 1 & 2 may also apply to other HUD programs not listed here that use the definitions of annual income and adjusted income in 24 CFR Part 5, subpart F to determine eligibility or assistance levels.

Calculation Component	Adjusted Item	Regulatory Reference	Amount	Applicable Programs[1]
Annual Income	Income exclusion for earned income of dependent full-time students	24 CFR § 5.609(b)(14)	$500	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
	Income exclusion for adoption assistance payments	24 CFR § 5.609(b)(15)	$500	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
Adjusted Income	Mandatory deduction for elderly and disabled families	24 CFR § 5.611(a)(2)	$550	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME
	Mandatory deduction for a dependent	24 CFR § 5.611(a)(1)	$500	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME

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2026 HUD Passbook Savings Rate (Table 2): Effective January 1, 2026

Adjusted Item	Regulatory Reference	Rate	Applicable Programs
Passbook Savings Rate	24 CFR 5.609(a)	0.40%	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF

DRAFT

SECTION 8 ADMINISTRATIVE PLAN
PROPOSED HOTMA 2026 UPDATES

Burbank Housing Authority (BHA) Proposed Updates

Administrative Plan

- Updated CFRs per HUD Federal Regulations throughout document.

Chapter 1 – Statement of Policies and Objectives

- **Program Goals and Objectives – page 1-3**
  Revised "To provide affordable rental housing that is safe and habitable to existing, very low-income applicants."

- **The Housing Opportunity Through Modernization ACT of 2016 (HOTMA) – page 1-7**
  Revised "This administrative plan has been updated to comply with all HOTMA regulations."

Chapter 2 – Eligibility for Admission

- **Eligibility Factors – page 2-1**
  Revised "To be eligible for participation, an applicant must: 1) meet the income and asset guidelines as an applicant family"

- **Asset Limitations – page 2-3 to 2-4**
  Added "To be eligible for assistance, the applicant family must have net family assets below the HUD determined asset limitation. This Asset limitation is adjusted for inflation annually and can be found in Appendix A.

  Applicant families may also not have present ownership interest in, a legal right to reside in, and effective legal authority to sell a property (based on laws of the state or locality in which the property is located) that is suitable for occupancy by the family as a residence."

- Added a list of Real Property restrictions and exclusions.

Chapter 5 – Income, Assets and Allowances

- **Income – page 5-1**
  Revised "Annual income is defined as the gross amount of income anticipated to be received during the future 12-month period after program admission or an

interim reexamination. For annual recertification, annual income is based on the most recent 12-month period preceding recertification. The amount of annual income is used to determine whether or not applicants are within the applicable income limits, as well as determine appropriate rental portions for program participants. Verification of annual income cannot be more than 60 days old at the time of admission to the Program.

- **Computation of Annual Income – page 5-6**
  Added "New Admissions and Interim Reexaminations: For applicants being admitted into the program and participants undergoing an interim reexamination, the BHA must estimate the income of the family for the upcoming 12-month period."

- **Annual Reexaminations – page 5-7**
  Added "The BHA must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations. In determining the income of the family for the previous 12-month period, the BHA must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income.
  The BHA must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

- **Assets -page 5-8 to 5-9**
  Revised the definition of Net Family Assets and provided a list of Net Family asset exclusions.

  Added "The BHA does not enforce the "Asset Limitation" described in Chapter 2 during interim and annual reexamination."

- **Asset Income -page 5-9**
  Added section detailing how the BHA calculates asset income.

- **Change in income -page 5-10**
  Added section detailing how the BHA will be conducting interim reexamination under HOTMA provisions. In summary, an interim reexamination will be conducted when a family's adjusted income decreases by 10 percent or more. An interim reexamination is also required when adjusted income increases by 10 percent or more. Earned-income increases are excluded unless the family previously received an interim reduction during the same cycle. If reported late, tenant portion increases are applied retroactively.

- **Income from additional household members -page 5-12**
  Added "The BHA will apply a 0-percent threshold and conduct interim reexaminations when a household adds or removes household members, including family members, foster adults, foster children, and live-in aides,

regardless of if the change in household composition results in a decrease, increase, or no change in the family's annual adjusted income.

When conducting an interim reexamination for an increase due to the addition or removal of a household member, the BHA will not consider increases in earned income, when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle."

- **Allowances and Deductions -page 5-14**
  Revised" The sum of unreimbursed expenses will be deducted to the extent that the sum of these expenses exceeds ten percent of annual income."

  Added "The dependent and elderly/disabled allowance will be adjusted annually by HUD."

- **Hardship Exemptions -page 5-15 to 5-16**
  Added a section outlining hardship exemptions related to the increased HUD threshold for medical and attendant-care deductions. Families who previously received these deductions will transition through a 24-month phased-in period, with expenses above 5 percent allowed in the first year and above 7.5 percent in the second year before moving to the 10 percent standard. Families may also request general relief if increased or newly incurred medical, attendant-care, or auxiliary apparatus expenses create a financial hardship, in which case eligible expenses exceeding 5 percent of annual income may be deducted with required third-party verification. A separate hardship exemption may continue a child-care deduction when ending it would prevent the family from paying rent and the child-care need remains. All hardship exemptions end after 90 days or when circumstances change, and the BHA will recalculate rent accordingly.

Chapter 6 -Verification Procedures

- **Federal Tax Refund -page 6-6**
  Added "If the family's net assets are greater than the HUD determined threshold, the family's federal tax refund or refundable tax credits must be verified."

- **Asset Verification -page 6-7**
  Added "The BHA will determine net family assets at new admission and annual reexamination by fully verifying the information reported by the family, regardless of the asset amount. The BHA will not accept self-certification of assets."

- **Health Insurance Portability and Accountability Act (HIPAA) Compliance-page 6-9**

Added section regarding BHA's compliance with HIPAA.

Appendix A

- Added HUD document "2026 HUD Inflation-Adjusted Values (Table 1): Effective January 1, 2026"

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RESIDENT ADVISORY BOARD (RAB)
QUESTIONS AND ANSWERS

July 9, 2026

NO QUESTIONS OR COMMENTS WERE RECEIVED FROM RAB MEMBERS.

Members of the general public asked questions regarding the Housing Choice Voucher Program individual cases. Staff advised that questions pertaining to individual cases could not be addressed during the meeting and directed the individuals to speak with Housing staff or their assigned caseworker following the meeting.

Correspondences

Please Note: If Additional Documents/Correspondences are submitted for this item, they will be periodically posted to the City website for public viewing.

Burbank Housing Authority Revised Annual Plan for Fiscal Year 2026-27 and Proposed Administrative Plan Updates

City Council
August 25, 2026

COMMUNITY DEVELOPMENT

Why are we here?

- Burbank Housing Authority (BHA) must maintain Administrative Plans to comply with the U.S. Department of Housing and Urban Development (HUD) requirements
- BHA Board approved FY 2026–27 Annual Plan and Administrative Plan in April 2026
- May 15, 2026, HUD issued new Housing Opportunity Through Modernization Act (HOTMA) guidance requiring updates

What is HOTMA?



Housing Opportunity Through Modernization Act:

- HUD requires all Public Housing Agencies (PHAs) to implement changes
- Streamlines administrative processes
- Improves program integrity
- Creates nationwide policy consistency by aligning PHAs under the same eligibility and reporting standards.

Streamlined Administrative Process

Federal mandates require PHAs to update policies:



- Standardized income definitions and clarified exclusions
- Updated asset rules, including new limits and treatments of financial accounts
- Updated medical/disability expense thresholds to simplify deductions
- Clearer, more consistent rules for interim reexaminations
- Updated documentation requirements to reduce repeat paperwork

Improves Program Integrity



- Clear, standardized rules for income, assets, and deductions reduce errors and conflicting interpretations
- Updated verification and documentation requirements strengthen accuracy and consistency across PHAs
- Uniform nationwide standards ensure eligibility determinations are consistent and compliant with federal regulations
- Revised reexamination procedures reduce discrepancies and improve reliability of reported household changes

Resident Advisory Board

- Resident Advisory Board (RAB)
  - Current participants on the program

- Public Outreach Included:
  - City's website
  - Published in the Burbank Leader
  - Mailed 900 postcard invitations to program participants

Next Steps

- HOTMA implementation required for continued funding
- Adoption ensures full compliance with federal regulations
- Submit the revised Annual Plan to HUD by August 31, 2026

Contact:

Odet Ayvazyan
Housing Development Manager
818-238-5160
OAyvazyan@BurbankCA.gov

CITY OF BURBANK
COMMUNITY DEVELOPMENT

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-26-285

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING: 1) THE PUBLIC HOUSING AGENCY REVISED ANNUAL PLAN FOR FISCAL YEAR 2026-2027; 2) UPDATES TO THE SECTION 8 ADMINISTRATIVE PLAN TO IMPLEMENT HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT; AND 3) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE CERTIFICATIONS REQUIRED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Public Housing Agency Revised Annual Plan for Fiscal Year 2026-2027, which is attached hereto as Exhibit A, is hereby approved.

2. The Executive Director or designee is hereby authorized to execute the certifications required by the Department of Housing and Urban Development in conjunction with the approval of the Annual Plan.

3. The amended and restated Housing Authority Section 8 Program Administrative Plan (the “Administrative Plan”), which is attached hereto as Exhibit B, is hereby approved.

4. The Burbank Housing Authority Assistant Director shall maintain a current version of the Administrative Plan.

PASSED and ADOPTED this 25th day of August 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

Attest:

_s/Kimberley Clark_____
Kimberley Clark, Clerk

By: _s/Jill Vander Borght_____
Jill Vander Borght
Chief Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF BURBANK)

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the 25th day of August 2026, by the following vote:

AYES: Anthony, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

ABSTAIN: Perez.

_s/Kimberley Clark_____
Kimberley Clark, Clerk

EXHIBIT A
The Annual Plan

Status: Created

Streamlined Annual PHA Plan ***(HCV Only PHAs)***	**U.S. Department of Housing and Urban Development** **Office of Public and Indian Housing**	**OMB No. 2577-0226** **Expires 9/30/2027**

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low- income families.

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

(1) ***High-Performer PHA*** - A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers (HCVs) and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, SEMAP for PHAs that only administer tenant-based assistance and/or project-based assistance, or PHAS if only administering public housing.
(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or HCVs combined and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: Housing Authority of the City of Burbank **PHA Code:** CA105
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2026
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Housing Choice Vouchers (HCVs) 1047
PHA Plan Submission Type: ☐ Annual Submission ☑ Revised Annual Submission

Public Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans.

How the public can access this PHA Plan: The public may access the Annual Plan through the city website at www.burbankca.gov as well as in person at the Burbank Housing Authority office at window 13 of the Community Services Building.

☐ **PHA Consortia:** (Check box if submitting a joint Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program

B. Plan Elements.

B.1 Revision of Existing PHA Plan Elements.

a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?

Y	N	
☐	☑	Statement of Housing Needs and Strategy for Addressing Housing Needs.

	☐ ☑ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☑ Financial Resources. ☐ ☑ Rent Determination. ☐ ☑ Operation and Management. ☐ ☑ Informal Review and Hearing Procedures. ☐ ☑ Homeownership Programs. ☐ ☑ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ☐ ☑ Substantial Deviation. ☑ ☐ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s): **Significant Amendment/Modification.** The Burbank Housing Authority will be implementing all HOTMA provisions effective January 1, 2027.
B.2	**New Activities.** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year? Y N ☑ ☐ Project-Based Vouchers (b) If Project-Based Voucher (PBV) activities are planned for the applicable Fiscal Year, provide the projected number of PBV units and general locations, and describe how project-basing would be consistent with the PHA Plan. **Project-Based Vouchers** The Burbank Housing Authority intents to implement Project Based Vouchers to encourage property owners of existing housing, newly constructed housing, or rehabilitated housing to make these properties available to low-income families at affordable rents. This will ensure the city will maintain an affordable rental housing stock that is at risk of becoming unaffordable for low-income families and/or to produce new affordable unit in the City of Burbank. As part of this proposal, the Burbank Housing Authority expects to execute an agreement for the Village at Fairview project.
B.3	**Progress Report.** Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan. **In the first year of the Five-year Plan, the Burbank Housing Authority (BHA) has assisted the most needy and vulnerable households in the City of Burbank. The BHA assisted 838 households in the first reporting year. Staff monitors expenses on a monthly basis; will utilize reserve funds, if available; and will request additional funds from HUD as necessary. The Burbank Housing Authority has achieved the following objectives: 1. The Burbank Housing Authority has applied for Special Purpose vouchers and received 5 Foster Youth to Independence (FYI) vouchers through the Consolidated Appropriations Act, 2023. 2. The Burbank Housing Authority has continued educating landlords and Section 8 participants on housing quality standards. 3. The BHA has continued to administer the Family Self Sufficiency Program. The FSS program continues to assist participants in obtaining employment that allows them to become self- sufficient, not dependent on welfare assistance and Section 8 assistance. 4. The Burbank Housing Authority continues to distribute information on housing opportunities thought the City of Burbank and has also been communicating updates regarding new City and State laws to landlords and tenants. 5. The Burbank Housing Authority has maintained an active role in shaping rental assistance policy by providing feedback on proposed program rules and regulations. The City approval of the 2025 Legislative Platform in March 2025 formalized continued engagement with federal and state representatives, enhancing advocacy efforts to expand rental assistance eligibility and promote additional rental opportunities for lower-income households, with a focus on housing stability for the most vulnerable residents of Burbank.**
B.4	**B.4 Capital Improvements.** - Not Applicable

B.5	**Most Recent Fiscal Year Audit.** (a) Were there any findings in the most recent FY Audit? Y☐ N☑ N/A☐ (b) If yes, please describe:
C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y☐ N☑ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. **In accordance with HUD guidelines, the Resident Advisory Board (RAB) reviewed the draft Revised Annual Plan for FY 2026-2027 at a public meeting held on July 9, 2026. The RAB meeting was advertised on the City's website, published in the Burbank Leader, and 900 post card invitations went out to Program participants. Forty seven (47) members of the public attended the meeting. There were no recommendations on the draft Revised Annual Plan for FY 2026-2027 or the Administrative Plan.**
C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations* *Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y☐ N☑ (b) If yes, include Challenged Elements.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: *CA105-Housing Authority of the City of Burbank Form HUD-50075-HCV (Form ID - 9281) printed by Justin Hess in HUD Secure Systems/Public Housing Portal at 07/16/2026 01:59PM EST*

Certifications of Compliance with PHA Plan and Related Regulations ***(Standard, Troubled, HCV-Only, and High Performer PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 09/30/2027**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan," of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 07/2026, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the Resident Advisory Board (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the way the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
    i. The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    ii. The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    iii. The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours. Where possible, PHAs should make documents available electronically, for public inspection upon request.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living

patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

8. For PHA Plans that include a policy for site-based waiting lists:
    - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module and/or its successor system: the Housing Information Portal (HIP) in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
    - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
    - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
    - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
    - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on marital status and will not otherwise discriminate because of sex.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with physical disabilities.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.302 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to always be available at all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary

business office of the PHA and, where possible, should be made available for public inspection in an electronic format.

22. The PHA certifies that it is following all applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Burbank — PHA Name

CA105 — PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 20**26**

_ 5-Year PHA Plan for Fiscal Years 20-20

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Name of Executive Director: **MR Justin Hess**		Name of Board Chairman: **Tamala Takahashi**	
Signature:	Date:	Signature:	Date:

This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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Form identification: *CA105-Housing Authority of the City of Burbank form HUD-50077-ST-HCV-HP (Form ID -2665) for CY 2026 printed by Justin Hess in HUD Secure Systems/Public Housing Portal at 07/16/2026 02:01PM EST*

Status: Created

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, **Justin Hess** (*Official's Name*), the **Executive Director** (*Official's Title*) certify that the 5-Year PHA Plan for fiscal years **2026-2030** and/or Annual PHA Plan for fiscal year **2026** of the **CA105 - Housing Authority of the City of Burbank** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Burbank

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The City's five year Consolidated Plan (Con Plan) strategy includes priorities to meet the needs of the community and the City's rational for investment of federal funds. In order to address the needs, the City identified three priorities having the greatest need in the community. The three priority areas include: 1. Expand and Improve Affordable Housing Options, 2. Support and Strengthen Homeless Services and Housing, and 3. Improve Quality of Life through Neighborhood Revitalization. The Burbank Housing Authority Annual Plan for Fiscal Year 2026-2027 directly address priority number 1 in providing affordable housing options to qualified households within the City. Furthermore, the Annual Plan is consistent with the current Analysis of Impediments to Fair Housing Choice report by ensuring the Section 8 applicants and participants have fair and equal housing opportunities throughout the City's jurisdiction.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official: **Justin Hess**	Title: **Executive Director**
Signature:	Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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EXHIBIT B
The Administrative Plan

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BURBANK HOUSING AUTHORITY

SECTION 8 PROGRAM ADMINISTRATIVE PLAN

PROPOSED CHANGES

JULY 2026

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CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U. S. Housing Act of 1937. On October 21, 1998, the Quality Housing and Work Responsibility of Act of 1998 was signed into law which substantially changed the Section 8 Program. In the past there had been two forms of assistance, namely Certificates and Vouchers, but this new Act combined the two into the new Housing Choice Voucher Program. This Administrative Plan implements those changes. Administration of the Section 8 Program and the functions and responsibilities of the Burbank Housing Authority staff shall be in compliance with the City of Burbank's Personnel Policy and the U. S. Department of Housing and Urban Development's (HUD) Section 8 Regulations, as well as all applicable federal and state laws.

The funding source for the Section 8 Program is an Annual Contributions Contract between the Burbank Housing Authority and the U. S. Department of Housing and Urban Development. The federal funds come directly to the Burbank Housing Authority and are used for Program implementation and administration. The Section 8 Program is self-supporting from the federal government and does not use local funds.

A. PROGRAM DESCRIPTION

The Section 8 Program is a federally funded rental assistance program where the Burbank Housing Authority makes rent payments to private landlords every month on behalf of very low-income tenant households. The U. S. Department of Housing and Urban Development enters an Annual Contributions Contract with the Housing Authority to pay a certain amount of money every year to administer the Program. The contract specifies the amount of money that will be received and the number of households that can be assisted. When the maximum number is reached, the Program is considered full and someone must leave the Program in order to allow a new person to participate.

When the Section 8 Program is open for new applications, an interested person can fill out an application and submit it directly to the Burbank Housing Authority. The applicant name is placed on the Applicant Waiting List and when the name is selected as outlined later in this Administrative Plan, the person is called to the office for an interview. In order to qualify for the Program, the income for the applicant family must be below 50% of median for Los Angeles County (new income limits are utilized as soon as they are available). Income is verified by the Housing Authority and new participants must be U. S. citizens or legal immigrants to qualify for assistance. After the tenant is determined eligible, a Section 8 Voucher is issued which gives the tenant 120 days to locate a suitable rental unit. The tenant may elect to stay in his/her current rental unit, if the landlord agrees

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to participate in the Program, or the tenant may locate a unit anywhere in the United States. The Voucher specifies a certain dollar amount that the Housing Authority will pay directly to the landlord on behalf of the tenant each month. The Section 8 Housing Choice Voucher Program is designed to give the tenant freedom and flexibility to choose a place to live.

The unit selected may be a house or an apartment, and it must be decent, safe, and sanitary. The rent must be reasonable compared to similar units that are not on the Section 8 Program. Every year the unit will be inspected by the Housing Authority to verify the condition. In addition, the income of the tenant household will be verified annually, and eligible tenants may remain on the Program indefinitely.

B. HISTORY OF THE BURBANK HOUSING AUTHORITY

The creation of the Burbank Housing Authority was authorized by Resolution 17,164, which was passed by the Burbank City Council on June 17, 1975, in accordance with Section 34240 of the Health and Safety Code of the State of California. The Burbank City Council also passed Resolution 17,165 on June 17, 1975, which declared that the City Council members would serve as the Commissioners of the Housing Authority in accordance with Section 34290(a) of the Health and Safety Code of the State of California. The by-laws for the Burbank Housing Authority were adopted on July 1, 1975, by Housing Authority Resolution H-4.

The initial allocation of funding for the Section 8 Program in 1975 was $92,000 for a total program size of 40 Certificates. Over the years, the Section 8 Program has increased in various funding increments to a total of 1,014 Certificates and Vouchers. Each year, as funding for the program is received, staff will provide an annual update to the Housing Authority Board on voucher utilization. In 1992, the Burbank Housing Authority started participating in the Family Self-Sufficiency component of the Section 8 Program which provides incentives to families to become financially independent. The Family Self-Sufficiency Program will be discussed in Chapter 14.

The jurisdiction of the Burbank Housing Authority is the City of Burbank; however, tenants are able to take their Section 8 assistance with them to other parts of the country. The Burbank Housing Authority works cooperatively with other Housing Authorities to transfer tenants when requested. This ability to move from one jurisdiction to another is called portability and will be discussed in Chapter 8.

C. PROGRAM GOALS AND OBJECTIVES [24 CFR 982.1]

The goal of the Burbank Housing Authority is to assist the most needy and vulnerable applicants in the City of Burbank such as those applicants that pay a disproportionate share of their income on rent. The Section 8 Program aims to provide affordable housing to those existing, very low-income applicants by implementing the Section 8 Program, the

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Burbank Housing Authority is able to take existing units in the private rental market and make them affordable to existing, very low-income applicant families (defined in Chapter 2). The Burbank Housing Authority has a commitment to provide the highest level of service to assist the greatest number of people possible while staying within the available funding. This commitment to the highest level of service will be supported by use of administrative fee reserve funds when necessary. It is the policy of the Burbank Housing Authority to achieve and maintain full lease-up of all Vouchers. The Section 8 Program is designed to achieve these major objectives:

1. To provide affordable rental housing that is ~~decent,~~ safe, and ~~sanitary~~ habitable to existing, very low-income applicants.
2. To ensure that all units in the Program meet Housing Quality Standards and that tenants pay fair and reasonable rents.
3. To promote fair housing and the opportunity for very low-income applicants of all ethnic backgrounds to experience freedom of housing choice.
4. To promote a housing program which maintains quality service and integrity which encourages private property owners to rent to very low-income households.

D. PURPOSE OF THE PLAN [24 CFR 982.52 and 982.54]

The purpose of the Section 8 Administrative Plan is to establish policies and procedures to implement the Program in a manner consistent with HUD requirements and local objectives. Section 8 Program requirements are specified in the Code of Federal Regulations, and it is not the purpose of this Plan to restate those regulations. This Plan will describe the policies concerning the functions for which there is discretion to establish local policies and procedures. These policies will cover applicants and participants in the Section 8 Program. The Burbank Housing Authority is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

E. FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]

It is the policy of the Burbank Housing Authority to comply fully with all applicable federal and state laws governing fair housing and equal opportunity in housing and employment. No applicant will be denied the opportunity to apply for or receive assistance under the Section 8 Program on the basis of race, color, sex, religion, creed, national or ethnic origin, and age or on the actual or perceived familial or marital status, sexual orientation, gender identity or disability.

To further its commitment to full compliance with applicable civil rights laws, the Burbank Housing Authority will provide information concerning federal and state legislation to Program participants. Such information will be made available during the initial briefing

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session and will be contained in the briefing packet. The discrimination complaint forms provided by HUD will also be included.

Tenant Outreach

The Burbank Housing Authority will publicize the availability of applications for Section 8 assistance when the size of the waiting list is not sufficient to accommodate new allocations of funding or existing Program turnover. Advertisements and articles will be placed in newspapers, such as The LA Times, The Daily News, La Opinion, The Sentinel, a local Armenian language newspaper and posted on social media. Notices will also be provided in English, Spanish and Armenian and will be placed in public places. Information concerning eligibility guidelines and Program benefits will be distributed to other service providers in the community to enable them to make client referrals for housing assistance.

Owner Outreach

The Burbank Housing Authority encourages owners of decent, safe and sanitary housing units to lease to Section 8 households. A list of available units is maintained for the Section 8 Program and is updated monthly. To ensure greater mobility and housing choice for very low-income tenants, the list contains information about available rental units that are located throughout the City of Burbank. This list is available in the Burbank Housing Authority office and can be mailed to Program participants upon request. The initial briefing packet for new participants will also include this list.

F. REASONABLE ACCOMMODATIONS POLICY [24 CFR 8.28-]

The policies and practices of the Burbank Housing Authority are designed to provide equal access to services for a person with disabilities. A reasonable accommodation is an exception or adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the HCV program. The Burbank Housing Authority will provide portable assisted hearing devices, sign language interpreters, and a Braille translation service, as necessary. In addition, the Burbank Housing Authority office is wheelchair accessible and informational posters are placed in such a manner as to make them easily readable from a wheelchair.

Pursuant to the federal Fair Housing Act, the Americans with Disabilities Act (ADA), and the California Fair Employment and Housing Act, the City of Burbank Housing Authority is dedicated to providing any accommodation that is reasonably necessary to afford persons with qualified disabilities an equal opportunity to participate in the Section 8 Program.

To have equal access to the HCV program, persons with qualifying disabilities may request a reasonable accommodation and shall be referred to the City of Burbank ADA

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Coordinator to participate in an interactive process with the Burbank Housing Authority, to determine what reasonable accommodation(s) may be granted.

G. ADMINISTRATIVE FEE RESERVE [24 CFR 982.155(B)]

The funding for the Section 8 Program allows the Burbank Housing Authority to earn administrative fees based on the number of units that are leased under the Program every month. There is an established HUD formula for calculating these administrative fees.

Any administrative fee reserve funds are to be used first to cover any Program expenses that are not covered by the annual earned administrative fees, but the remainder of the reserve funds may be used for other housing purposes. Any plans to spend reserve funds for purposes other than Program maintenance need to have Housing Authority Board approval.

H. TRANSLATION OF DOCUMENTS

The Burbank Housing Authority has bilingual staff to assist non-English speaking persons in Armenian and Spanish languages. The City of Burbank has the ability to provide translation services to the Housing Authority in the languages of Farsi, Arabic, Russian, Korean, Mandarin Chinese, Toisan Cantonese, Filipino Tagalog, and Spanish Tagalog upon request. Any written translation of documents will be reviewed on the basis of need and cost considerations. In determining whether it is feasible to provide translation of documents written in English into other languages, the Burbank Housing Authority will consider the number of applicants and participants who do not speak English and speak the other language. If it is determined that translating a document into a different language is not feasible, Burbank Housing Authority will make other efforts to explain the information contained in such documents to applicants and participants in their language. At any time that a person not fluent in English requests an Informal Hearing, the Burbank Housing Authority will have an interpreter present at the hearing whenever possible. The interpreter will execute a statement that the tenant had all of the information explained at the time of the hearing. That document will be retained in the tenant file.

I. MANAGEMENT ASSESSMENT OBJECTIVES (SEMAP)

In an effort to monitor the performance of the housing agencies that administer the Section 8 Program, HUD has established the Section 8 Management Assessment Program (SEMAP). There are several areas of Program implementation that are included in SEMAP. Housing agencies are required to submit an annual certification that their policies and practices are in compliance with HUD standards. Every month, information concerning the Program is transmitted electronically to HUD for reporting purposes. This information gives HUD the ability to monitor performance without making a site visit. The quality control policies and practices of the Burbank Housing Authority are consistent with

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the goals and objectives of the Section 8 Management Assessment Program. The indicators that are included in this evaluation system include:

1. Selection from the Waiting List.
2. Rent Reasonableness.
3. Determination of Adjusted Income.
4. Utility Allowance Schedule
5. Quality Control Inspections for Housing Quality Standards.
6. Housing Quality Standards Enforcement.
7. Expanding Housing Opportunities.
8. Fair Market Rent/Exception Rent and Payment Standards Compliance.
9. Timeliness of Annual Recertification.
10. Correct Tenant Rent Calculations.
11. Pre-Contract Housing Quality Standards Inspections.
12. Annual Housing Quality Standards Inspections.
13. Lease-up Rate.
14. Family Self-Sufficiency Program Enrollment.
15. Percent of Family Self-Sufficiency Participants with Escrow Account Balances.

J. RECORDS MANAGEMENT

In order to demonstrate compliance with HUD regulations, the Burbank Housing Authority will maintain records, reports and other documentation for a period of three years. Effective January 1, 2011, all documents pertaining to active files will be scanned and stored electronically within the Housing Pro software system. Once scanned, all hardcopies will be stored for three years and then destroyed. The tenant file will contain the original hardcopy eligibility certification documents. Upon termination of a participant from the Program, records will be maintained for three years then destroyed.

K. THE HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT OF 2016 (HOTMA)

On July 29, 2016, The Housing Opportunity Through Modernization Act (HOTMA) was signed into law. HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937(1937 Act), including significant changes to income calculation, net family assets, and income reviews. The rule was officially published in the Federal Register on February 14, 2023, and revises HUD regulations found in 24 CFR Part 5 and 24 CFR Part 982.

This administrative plan has been updated to comply with ~~the following required HOTMA provisions; Use of HUD 9886-A (a HUD form), Income Exclusions, Definitions, De Minimis Errors. All remaining provisions in Section 102 and 104 will be issued at a later date per HUD guidance.~~all HOTMA regulations.

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CHAPTER 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

INTRODUCTION

This Chapter defines the criteria used to determine eligibility for admission to the Section 8 program. It is the policy of the Burbank Housing Authority to be objective and consistent in applying these criteria to evaluate the eligibility of those who apply. Only the factors described in this Chapter will be used to determine eligibility. Applicants will be provided the opportunity to explain their circumstances, to furnish additional information, and to receive an explanation of the basis for any decision made by the Burbank Housing Authority pertaining to their eligibility.

Eligibility Factors

To be eligible for participation, an applicant must: 1) meet the income and asset guidelines as an applicant family1; 2) must provide Social Security numbers for every person listed on the application; and 3) must be a citizen of the United States or an eligible immigrant. Initial eligibility for placement on the Section 8 applicant waiting list will be made in accordance with these eligibility factors. Verification will not be obtained until the applicant is selected from the list.

A. FAMILY COMPOSITION [24 CFR 5.403, 982.201]

An applicant family includes every person listed on the application including but not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or marital status. Each applicant for assistance under the Housing Choice Voucher program must meet the BHA's definition of family as described below:

(1) A single person, who may be:

(i) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;

(ii) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

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(2) A group of persons residing together, and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

(ii) An elderly family;

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

(vi) The remaining member of a tenant family.

Household

A household includes the applicant family (all the persons that applied together as described in Chapter 2), and any additional persons approved by the BHA to live (meeting residency timeframes in Chapter 5) in the assisted unit, including but not limited to: lodgers, foster adult/children, wards of the State, care takers and live-in aides. A person living alone in a housing unit or a group of unrelated people sharing a housing unit such as partners or roommates are also counted as a household.
The various compositions of family and household include the following designations:

Head of Household

The head of household is the adult member of the household who is responsible for paying the rent. This person must have the legal capacity to enter into a lease under state or local law. Emancipated minors who qualify under state law will be recognized as the head of household.

Spouse of Head

Spouse means the husband or wife of the head of household. The term "spouse" does not apply to boyfriends, girlfriends, or significant others.

Live-in Aide

A household may include a live-in aide provided that she/he is determined by a medical doctor to be essential to the care and well-being of an elderly or disabled member of the household. The doctor must provide written verification concerning the medical need for the live-in aide and must include the hours the care will be provided. Relatives are not automatically excluded from being live-in aides. The live-in aide must not be obligated for the support of the person being cared for and would not be living in the unit except to provide care. Voucher Size Determination for a household with a Burbank Housing Authority approved live-in aide will follow policies outlined in Chapter 7 – Subsidy Standards.

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The income of a live-in aide is not to be counted for purposes of determining eligibility. Live-in aides are not subject to Non-Citizen Rule requirements and they are not considered to be a remaining member of the household if the tenant leaves the unit. A live-in aide may only reside in the unit with the approval of the Burbank Housing Authority.

At any time, a particular individual may be disapproved as a live-in aide or previous approval maybe with drawn if:

1. The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
2. The person commits drug-related criminal activity or violent criminal activity; or
3. The person currently owes rent or other amounts to the Burbank Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When an applicant family or household on the Section 8 applicant waiting list splits into two otherwise eligible households, the members of the family/household must decide which component will remain on the Section 8 Applicant Waiting List. It is not a decision to be made by the Housing Authority.

Income of Applicant Family Members

The incomes of all members of the applicant family, listed on the application, will be taken into consideration to determine eligibility for the Section 8 Program. Applicant family members cannot exclude themselves from consideration.

Joint Custody of Children

Children who are subject to a joint custody agreement and live with the parent who is applying for the Section 8 Program at least 51% of the time, will be considered members of the applicant family/household. The definition of "51% of the time" is 183 days of the year that do not need to be consecutive.

B. ASSET LIMITATIONS [24 CFR 5.100,5.603,5.618]

To be eligible for assistance, the applicant family must have net family assets below the HUD determined asset limitation. This Asset limitation is adjusted for inflation annually and can be found in Appendix A.

Applicant families may also not have present ownership interest in, a legal right to reside in, and effective legal authority to sell a property (based on laws of the state or locality in which the property is located) that is suitable for occupancy by the family as a residence.

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Real Property Exclusions
The real property restriction does not apply to the following:

1. Any property for which the family is receiving assistance under 24 CFR 982.620 or any property for which the family is receiving assistance under the Homeownership Option in 24 CFR Part 982.
2. Any property jointly owned by a family member and another individual who does not live with the family but who resides at the jointly owned property.
3. Any property owned by a family that includes a person who is a victim of domestic violence, dating violence, sexual assault, or stalking.
4. Any property that the family is offering for sale.

The real property restriction applies only when the family has:

1. the legal right to reside in the real property. Families who claim they lack the legal right to reside in the real property must provide evidence to support their claim(s).
2. the effective legal authority to sell the real property, based on the laws of the state or locality in which the property is located. Families who claim they lack the legal authority to sell the real property must provide evidence to support their claim(s)

A property will be considered suitable for occupancy unless the family demonstrates that the real property meets one of the following five conditions:

1. The property is not capable of meeting the disability-related needs of all members of the family.
2. The property is not sufficient for the size of the family. A BHA's occupancy standards will be used for such a determination.
3. The property is geographically located so that it creates a hardship for the family.
4. The property is not safe to reside in because of its physical
5. The family does not have the legal right to reside in the property.

~~B~~C. INCOME LIMITATIONS [24 CFR 982.201, 982.353]

In order to be eligible for assistance, the applicant family must have an income that is below 50% of median income for the Los Angeles/Long Beach Standard Metropolitan Statistical Area (for the fiscal year). To determine eligibility, the gross annual income of all the persons listed on the application is compared to the applicable income limit for that number of people. Calculated income that is more than 60 days old will need to be recalculated per HUD Regulations. Applicant families with annual incomes that exceed the income limit will be denied admission and offered an Informal Review.

New admissions to the Program will be monitored so that 75% of new, eligible applicant families have incomes below 30% of median income within the fiscal year. In very limited

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circumstances, lower income, eligible applicant families with incomes below 80% of median income that have been participating in other HUD Programs may qualify for Section 8 assistance. The applicable programs are specified in 24 CFR 982.201 (b).

~~C~~D. SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218]

Prior to admission to the Section 8 Program, applicants are required to provide verification of Social Security numbers for all persons listed on the application. This requirement also applies to persons joining the household after admission to the Program. Failure to furnish verification of Social Security numbers is grounds for denial of admission or termination of assistance.

~~D~~E. CITIZENSHIP/IMMIGRATION STATUS [24 CFR Part 5, Subpart E]

In order to receive assistance, at least one applicant family member must be a U.S. citizen or an eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD. The status of each member of the applicant family is considered individually before the applicant family's status is defined. The types of family status are as follows:

1. Mixed family. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed households." Such applicant families will be given notice that their assistance will be pro-rated and that they may request an Informal Review if they contest this determination.

2. No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an Informal Hearing.

3. Non-citizen students. Applicants falling into this category are not eligible for Section 8 assistance and will be offered an Informal Hearing.

~~E~~F. INELIGIBILITY FACTORS [24 CFR 982.552(b)]

Federal requirements mandate that admission to the Section 8 Program be denied to applicants in the following situations:

1. If any member of the applicant family fails to sign and submit the HUD or Housing Authority required consent forms for obtaining information.
2. If no member of the applicant family is a citizen of the United States or eligible immigrant.
3. If an individual in the applicant family is convicted of manufacturing or producing methamphetamine.

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4. If an individual in the applicant family seeking initial eligibility is a medicinal marijuana user as further defined in Chapter 11 – Denial or Termination of Assistance.
5. If any member of the applicant family is subject to a lifetime registration requirement under a state sex offender registration program.

~~F~~G. SCREENING PROCEDURES FOR APPLICANTS [24 CFR 982.307]

In an effort to prevent future drug-related and other violent criminal activity, the Housing Authority will endeavor to screen applicants as thoroughly and fairly as possible. All screening procedures shall be consistently administered in such a way as not to violate rights to privacy or to discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected classes under the law (as described in Chapter 1). Such screening procedures will apply to all members of the applicant family who are 18 years of age or older.

Criminal history reports will be obtained for all members of the applicant family who are 18 years of age or older. Assistance will be denied if any applicant family member has ever been convicted or is currently/recently engaged (as defined in each subsection below) in one or more of the following behaviors that meet these HUD definitions:

1. *Drug-related criminal activity* is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance by any family member. Drug-related criminal activity means *on or off the* premises, *not just on or near the* premises within the last five (5) years of application review.

2. *Violent criminal activity* includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member within the last 10 years of application review.

3. *Other criminal activity* that may threaten the health, safety, or peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity by any family member within the last five (5) years of application review.

4. Any *other activity* that may threaten the health, safety, or peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity by any family member within the last five (5) years of application review.

For purposes of this section, the circumstances related to any drug related or other criminal/non-criminal, or violent criminal activity (e.g., probation, parole, status of parole, etc.) will be reviewed before denying admission. If an applicant family is denied based on criminal record, the Burbank Housing Authority will notify the household of the

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proposed action and will provide a copy of the record from which the denial is based. For Informal Review procedures for Applicants please see Chapter 13 – Complaints and Appeals.

It is a HUD requirement that persons evicted from public housing, Indian Housing, Section 23 or any Section 8 Program because of drug-related criminal activity are ineligible for admission to the Section 8 Program for a three-year period beginning on the date of such eviction.

~~G~~H. SUITABILITY AS TENANTS [24 CFR 982.202(b)(1)]

The Burbank Housing Authority may not screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the landlord to screen the applicants as to their suitability for tenancy. If an applicant feels that she/he has been discriminated against by a landlord, the Housing Authority will counsel them about their fair housing rights. The applicant will be referred to the local housing rights office to pursue housing discrimination complaints. The applicant will also be given a *Housing Discrimination Complaint* form (HUD-903) to complete and submit to the HUD Local Area Office.

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CHAPTER 3

APPLICATION PROCESS
[24 CFR 982.204]

INTRODUCTION

It is the policy of the Burbank Housing Authority to ensure that all people who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for handling new applications and the placement of those applications on the Section 8 Applicant Waiting List.

A. OVERVIEW OF THE APPLICATION PROCESS

When the Section 8 Program is open, any person who wants to apply for assistance may fill out an application. In an effort to make the application process accessible to all, the application may be given to someone other than the applicant. Upon request from a person with a disability, the application will be provided in an accessible format.

The application process will involve two phases. The first phase is the initial application for assistance, which is referred to as the pre-application. The second phase is the full application where the final determination of eligibility will be made. The full application is taken at the time that the applicant is requested to provide verification of the information provided on the pre-application.

B. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206, 982.54(d)(1)]

Opening the Applicant Waiting List

New applications will be taken when there are less than 100 Burbank residents on the Section 8 Applicant Waiting List. When the Applicant Waiting List is open, the Burbank Housing Authority will advertise through public notices in local newspapers and minority publications, including The LA Times, The Daily News, La Opinion, The Sentinel, a local Armenian language newspaper and posted on social media. The notice that is published will contain the following information:

1. The dates, times, and the locations where applicants may apply.
2. A brief description of the Section 8 program.
3. A statement that public housing residents must submit a separate application if they want to apply for the Section 8 Program.

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The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the Burbank Housing Authority office address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Applications will be made available online and will be distributed to any social service agency that requests them. These social service agencies will include, but are not limited to, the Burbank Temporary Aid Center, the Salvation Army, the Armenian Relief Society, the Burbank Family Service Agency, the Burbank Human Relations Council, the Burbank Advisory Council to the Disabled, and the Burbank Landlord Tenant Commission. Applications will also be available at all three branches of the Burbank Public Library and all of the Burbank Parks and Recreation facilities. Applications must be returned in the manner advertised by the Housing Authority Office.

Closing the Applicant Waiting List

The Burbank Housing Authority will discontinue receiving applications and close the Section 8 Applicant Waiting List per the deadline(s) given on the public notices inviting applications. The names of the new applicants will be added to the Section 8 Applicant Waiting List within the preference categories.

C. INITIAL APPLICATION PROCEDURES [24 CFR 982.204(b)]

The Burbank Housing Authority will use a pre-application for the initial application phase. The purpose of the pre-application is to provide enough information for a preliminary assessment of eligibility and to determine preference category for the Applicant Waiting List. The pre-application will contain questions designed to obtain the following information:

1. Names and ages of all members of the applicant family
2. Sex and relationship of all members.
3. Street address and phone numbers.
4. Mailing address, if different. Homeless applicants should use the address of the service provider in Burbank as further defined in Chapter – 4 Applicant Waiting List
5. Amount and source of income received by applicant family members.
6. Information regarding disabilities pertinent to allowances and deductions.
7. Information related to qualification for preferences.
8. Social Security numbers.
9. Race/ethnicity of head of household.
10. Request for specific accommodation needed to fully utilize program and services.
11. Telephone number for emergency contact person.

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Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected from the Section 8 Applicant Waiting List. Final eligibility will be determined when the full application process is completed and all information is verified. Applicants who submit pre-applications showing applicant family income that exceeds the eligibility limit will be sent a letter of ineligibility. These applicants will not be placed on the Section 8 Applicant Waiting List. The applicant may request an Informal Review and may submit other information to be used for a redetermination of eligibility.

D. STATUS ON THE APPLICANT WAITING LIST [CFR 982.204]

After the pre-application has been reviewed for income eligibility, a written confirmation of placement on the Section 8 Applicant Waiting List will be sent to the head of household. Applicants are required to inform the Burbank Housing Authority in writing when they have a change of address. Applicants are also required to respond to requests for information from the Burbank Housing Authority.

E. TIME OF SELECTION [24 CFR 982.204]

Applicants will be selected from the Section 8 Applicant Waiting List randomly based on a preference point system (described in Chapter 4) through the software program. When the applicant is selected from the Applicant Waiting List, a written request for program eligibility will be sent out, which will specify the time period (deadline) for submitting the required information. Information on incomplete submittals or changes in circumstance will not be accepted after deadline has passed, and the applicant will be removed from the Waiting List. After all of the timely verification has been received, and the applicant has been determined eligible, the applicant will be scheduled for a full application interview.

F. FULL APPLICATION PROCEDURES

All preferences claimed on the pre-application or while the applicant family is on the Section 8 Applicant Waiting List will be verified at the time that the applicant is selected. The qualification for preference must exist at the time the preference is claimed and at the time of verification. Requests for verification of all pertinent factors, such as income, assets, household composition, disability, and citizenship status will be mailed to the applicant before the interview is scheduled.

After all the verification forms have been received, the final determination of eligibility will be made. If the applicant family is determined to be ineligible for the Program, a written notification will be mailed out. The letter will contain an explanation of the reason for ineligibility determination and an opportunity to request an Informal Review.

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If the applicant family is determined to be eligible, an appointment will be made for a full application interview. The applicant is required to participate in a full application interview. The Burbank Housing Authority staff person will complete the formal application and the applicant will need to sign the form and certify that all information is complete and accurate.

All adult members must sign the *Release of Information* (HUD 9886) and the declarations and consent forms related to citizenship or immigration status. Depending on individual circumstances, applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. All applicants will be required to authorize the Burbank Housing Authority to obtain their credit reports and criminal histories. Refusal to sign any of these documents will be cause for denial of admission to the Section 8 Program for failure to provide necessary certifications and release as required by the Burbank Housing Authority.

G. VERIFICATION [24 CFR 982.201(e)]

Information provided by the applicant will be verified by using the procedures in Chapter 6. Household composition, income, allowances and deductions, assets, full-time student status, disability, eligibility factors, and other pertinent information will be verified. Written verification may not be more than 60 calendar days old at the time of issuance of a Voucher.

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CHAPTER 4

APPLICANT WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

INTRODUCTION

It is the objective of the Burbank Housing Authority to maintain an accurate Applicant Waiting List to provide an adequate pool of qualified applicants to fill vacancies in the Section 8 Program. This Chapter explains the preference categories that determine the order of placement of the applications on the Applicant Waiting List. Maintenance of accurate information on the Applicant Waiting List ensures that applicants are admitted to the Program in the proper order and in a timely manner.

A. APPLICANT WAITING LIST [24 CFR 982.202(c) and 982.204]

Names will be selected from the Section 8 Applicant Waiting List in accordance with policies and preferences defined in this Administrative Plan. The Applicant Waiting List will be maintained in a manner that an application can be tracked from date of receipt to final disposition. The pre-applications will be sorted by preference category and will be a permanent file while active on the Waiting List. While all can apply, no applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

B. PREFERENCE CATEGORIES [24 CFR 982.207 and 982.4]

The Section 8 Program allows Housing Authorities to apply local preferences to the applications in order to determine placement on the Applicant Waiting List. These preferences are intended to meet the needs of the community. The local preferences that will be used by the Burbank Housing Authority will be as follows:

Residency Preference

Applicants who reside in the City of Burbank or applicant families with a member who works or has been hired to work in the City of Burbank will be given preference over non-residents. The Section 8 Applicant Waiting List will be separated into the two broad categories of residents and non-residents. Applicants claiming additional preferences will be placed within that preference category. Burbank homeless individuals/families that have been working with qualified Burbank service providers, should utilize the Burbank address of the service provider.

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Risk of Rental Assistance Loss Preference

This preference will be given to households participating in any Burbank Housing Authority Special Purpose Voucher program, who are at risk of losing rental assistance because of funding limitations, program changes, or shifts in eligibility requirements.

Persons Displaced by Government Action Preference

Very low-income tenants who are displaced by government action of the Burbank Housing Authority or the City of Burbank will be given this preference based on involuntary displacement. The activity causing the displacement must be taken in connection with code enforcement or a public improvement or a development program.

Veteran Preference

This preference will be given to applicants who have a current member of the U. S. Military Armed Forces in their applicant family. Veterans and surviving spouses of veterans will also be given this preference.

Disability Preference

This preference is extended to disabled persons or families with a disabled member as defined in this Plan. Proof of disability will be required at time of selection from the waiting list.

Homeless Preference

This preference is for Burbank homeless individuals and families that have been working with qualified Burbank service providers. These service providers will certify that adult applicant members meet the specific criteria for this category and the program and commits to providing on-going supportive services for a minimum of six (6) months after issuance of a housing voucher in order to ensure that the individual/family is able to live independently.

This preference will assist those applicants that become homeless while on the waiting list; and homeless applicants in the future that apply to the Program with no home address that instead will utilize a Burbank service provider address with an Authorization form on file.

Severely Rent Burdened Preference

This preference is for applicant families that pay more than 50% of their gross annual income towards the rent. Proof that 50% or more of applicant family income

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(as defined by HUD and included in Chapter 5 of this Administrative Plan) is utilized to pay rent will be required at the time of selection from the waiting list.

Substandard Housing Preference

This preference is for applicant families that are living in unpermitted structures as designated by a government official in the course and scope of their official duties such as code enforcement officer or building inspector. This category is different than the Homeless preference and does not apply to homeless households.

C. PREFERENCE ELIGIBILITY [24 CFR 982.207]

Applicants are allowed to claim the preferences at time of pre-application and their names will be placed on the Section 8 Applicant Waiting List according to that preference category. At time of final eligibility determination, the applicant will be required to provide verification of the preference. Changes in an applicant's circumstances while on the Section 8 Applicant Waiting List may qualify the applicant family for a preference. Applicants are required to notify the Burbank Housing Authority in writing when their circumstances change. When applicants claim to have recently become eligible for a preference, they will be placed on the Applicant Waiting List within the newly claimed preference.

D. PREFERENCE DENIAL [24 CFR 982.207]

If an applicant cannot provide third party verification to prove a preference at the time that the name is selected from the Applicant Waiting List, then the preference will be denied. Applicants will be informed in writing why the preference was denied, and they will be placed back on the Section 8 Applicant Waiting List without the denied preference. Applicants will have the right to an Informal Review.

E. ORDER OF SELECTION [24 CFR 982.207(e)]

When the preliminary applications are received, the preference categories claimed by the applicants will be honored. The verification of the preferences will be obtained at the time that the applicant name is selected from the Section 8 Applicant Waiting List. The applications will be placed on the Applicant Waiting List within weighted preference categories.

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Burbank Residents

Applicants that live or work in Burbank (25 points).
Additional Points for:

i. Burbank Housing Authority Special Purpose Voucher households whose assistance is at risk of termination due to lack of program funding (50 points)
ii. Involuntarily displaced by the City of Burbank or Burbank Housing Authority preference (10 points).
iii. Homeless working with a qualified service provider preference (10 points).
iv. Severely rent burdened preference (5 points).
v. Substandard housing preference (5 points).
vi. Veteran preference (2.5 points).
vii. Disability preference (2.5 points).

Non-Residents

i. Homeless Preference (5 points).
ii. Severely rent burdened preference (5 points).
iii. Substandard housing preference (5 points).
iv. Veteran preference (2.5 points).
v. Disability preference (2.5 points).
vi. All other non-residents.

F. TARGETED FUNDING [24 CFR 982.203]

When HUD awards special funding for specific applicants, the Section 8 Applicant Waiting List will be searched for the first available applicant family meeting the targeted funding criteria. Applicants who meet the specific requirements for the targeted funding will be placed on a separate Applicant Waiting List for use in the targeted program.

G. REMOVAL FROM WAITING LIST [24 CFR 982.204(c)]

In order to ensure applicants on the waiting list receive correspondence from the Burbank Housing Authority, it is the responsibility of each applicant to provide in writing any changes to address and contact information. Current and updated contact information will allow the Burbank Housing Authority to manage and maintain the waiting list, as required by HUD, for optimum implementation of the Section 8 Program. To that end, the Section 8 Applicant Waiting List will be updated periodically to ensure that contact, and preference information is on file for all applicants. Letters will be sent to all applicants on the Applicant Waiting List informing them that any changes in address must be sent in writing to the Burbank Housing Authority. The applicants will also be advised to send

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written notification of any change in household circumstance that would qualify them for a preference. Applicants will be required to complete an information update form and return it to the Housing Authority office within the specified time period. The Burbank Housing Authority has no control over postal delivery and will assume correspondence was delivered as addressed. Any applicant who fails to respond within the stated time period will have their name removed from the Section 8 Applicant Waiting List. The applicant will be informed in writing of their removal.

If any correspondence that is sent out by the Burbank Housing Authority is returned by the Post Office for any reason without a forwarding address, the name will be removed from the Section 8 Applicant Waiting List without further notice. If a forwarding address is provided by the Post Office, the correspondence will be forwarded, however, time periods to respond will remain unchanged. The envelope will be scanned and attached to the applicants file as proof of no forwarding address.

H. EXCEPTIONS FOR SPECIAL ADMISSIONS [24 CFR 982.203, 982.54(d)(3)]

If HUD awards special funding to the Burbank Housing Authority for specifically targeted groups, these households will be admitted to the Section 8 Program under a special admission procedure which is outside of the regular Section 8 Applicant Waiting List process. These applicant families will not have to qualify for any preferences, nor are they required to be on the Section 8 Applicant Waiting List. The Burbank Housing Authority will maintain separate records of these admissions. The following are examples of the types of low-income households that may be designated by HUD for special admission based on their participation in the following programs:

1. A household displaced due to demolition or disposition of a public or Indian housing project;

2. A household residing in a multi-family rental housing project when HUD sells, forecloses or demolishes the project;

3. A household residing in housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990;

4. A household residing in a project covered by a project-based Section 8 Housing Assistance Payments contract at or near the end of the contract term; and

5. A non-purchasing household residing in a HOPE 1 or HOPE 2 project.

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CHAPTER 5

INCOME, ASSETS AND ALLOWANCES
[24 CFR Part 5, Subparts B, D & E; Part 982, subpart E]

INTRODUCTION

The Burbank Housing Authority will use the methods described in this Administrative Plan to verify and determine that applicant family income at admission and reexamination is correct. The accurate calculation of annual income and adjusted income will ensure that participants are paying the proper amount of rent under the Section 8 Program regulations. This Chapter defines the sources of income that are included and excluded as well as allowable expenses and deductions.

A. INCOME [24 CFR 5.609]

Income includes all monetary amounts that are received by all members of the applicant family and participant household. Annual income is defined as the gross amount of income anticipated to be received during the future 12-month period after program admission or an interim reexamination.~~certification or recertification~~. For annual recertification, annual income is based on the most recent 12-month period preceding recertification. The amount of annual income is used to determine whether or not applicants are within the applicable income limits, as well as determine appropriate rental portions for program participants. Gross income is the amount of income prior to any allowable expenses or deductions. Adjusted income is defined as the annual income minus any allowable expenses and deductions. Verification of annual income ~~and~~ cannot be more than 60 days old at the time of admission to the Program. Annual income includes, with respect to the family:

1. All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age.
2. Imputed returns on the net family asset based on the current passbook savings rate, for net family assets which exceed the HUD determined threshold. Imputed returns are only calculated when the actual returns from a given asset cannot be calculated,

Annual income, as defined by 24 CFR 5.609(b), does not include amounts specifically excluded below:

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1. Any imputed return on an asset when net family assets total more than the HUD determined threshold and no actual income from the net family assets can be determined.
2. The following types of trust distributions:
    i. For an irrevocable trust or a revocable excluded from the definition of net family assets:
        a. Distributions of the principal or corpus of the trust; and
        b. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
    ii. For a revocable trust under the control of the family, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned income of children under the 18 years of age.
4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.
7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
8. Income of a live-in aide, foster child, or foster adult.
9.
    i. Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and
    ii. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
        a. Student financial assistance, for the purpose of this program, means a grant or scholarship received from
            1. The Federal government
            2. A State, Tribe, or local government
            3. A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

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4. A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
5. An institution of higher education.

b. Student financial assistance does not include:
1. Any assistance that is excluded in section 9(i).
2. Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship)
3. Gifts, including gifts from family or friends; or
4. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded in section 9(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

10. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.
11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
12.
i. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
ii. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
iii. Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

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iv. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph 9(i) of this section.

13. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
14. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent currently established by HUD.
15. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent currently established by HUD.
16. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
17. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
18. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
19. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
20. Loan proceeds, under the terms of a loan agreement, received by the family or a third party.
21. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
22. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

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23. Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.
24. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
    i. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
    ii. Direct Federal or State payments intended for economic stimulus or recovery.
    iii. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
    iv. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
    v. Gifts for holidays, birthdays, or other significant life events or milestones
    vi. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
    vii. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
25. Civil rights settlements or judgments, including settlements or judgments for back pay.
26. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
27. Income earned on amounts placed in a family's Family Self Sufficiency Account.
28. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
    i. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and
    ii. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation.

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For fully excluded income, the PHA is not required to follow the verification hierarchy, document when third-party verification is not available, or report the income on the 50058. Fully excluded income is defined as income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds) [Notice PIH 2013-04]. PHAs may accept a family's signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation.

B. COMPUTATION OF ANNUAL INCOME [24 CFR 5.~~611 and 5.617~~609]

New Admissions and Interim Reexaminations

For applicants being admitted into the program and participants undergoing an interim reexamination, the BHA must estimate the income of the family for the upcoming 12-month period:

Gross annual income will be determined by combining all sources of income to derive the total income for a one-year period. The calculation method to be used for the various types of income will be calculated as follows:

Earned Income

1. Gross monthly – multiply gross monthly income by 12 pay periods.
2. Semi-monthly – multiply the gross semi-monthly income by 24 pay periods.
3. Hourly – multiply the gross hourly rate by the number of hours worked each week by 52 pay periods.
4. Weekly – multiply the gross weekly rate by 52 pay periods.
5. Bi-weekly – multiply the gross bi-weekly rate by 26 pay periods.

Income Other Than Wages

For applicant families or participant households having income other than wages, such as Temporary Aid to Needy Families, Social Security payments, SSI, disability income or pensions, the computations will be based on the gross monthly amount multiplied by 12 months.

Fluctuating Income

For applicant families or participant households that have fluctuating amounts of income over a 12-month, such as Unemployment Insurance payments or earnings from a temporary employment agency, the monthly amount will be projected for a 12-month period to determine income. If the income changes, the head of household may request a recalculation at any time to adjust their portion

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of rent.

Lump Sum Payments

Lump-sum payments caused by delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income in the same manner as bonuses. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining, such as accumulated interest, will be considered an asset. The head of household needs to report the lump sum payment within 30 calendar days from receipt of the funds and a recalculation will be performed at that time.

Annual Reexaminations

The BHA must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations.

In determining the income of the family for the previous 12-month period, the BHA must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income.

The BHA must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

De Minimis Errors

The BHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A de minimis error is an error where the BHA determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income per family.

If the BHA determines that there has been an income calculation error, the error(s) will be corrected retroactive to the effective date the action resulting in an error, regardless of the dollar amount associated with the error. Families will not be required to repay the BHA in instances where the BHA miscalculated income resulting in the family being undercharged for rent. Once the BHA becomes aware of the error, the family will be provided a 30-day notice of the increase to their rent portion.

The BHA will take corrective action to credit a family if the family was overcharged tenant rent in income determination.

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The families rent portion will be temporarily adjusted down with additional HAP going to the property owner. The BHA will send a letter to the family and the landlord prior to the change in the payments notifying them of the change and the duration of the change.

C. ASSETS [24 CFR 5.100, 5.603, 5.609]

~~Net household assets will include equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land. Personal property, such as automobiles and furniture, will be excluded.~~
~~In the case of a trust fund, the value of the trust will not be considered as an asset as long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income. When the net household assets are in excess of $5,000, the annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate.~~

Net family assets are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of investment, except as excluded.

In determining the value of net family assets, the BHA must include the value of any business or family assets disposed of by an applicant or participant for less than fair market value during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received.

Required exclusions from net family assets include the following:

1. The value of necessary items of personal property.
2. The value of all non-necessary items of personal property with a total combined value of the HUD determined threshold or less.
3. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including Individual Retirement Accounts (IRAs), employer retirement plans.
4. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located. Examples of this include but are not limited to co-ownership situations (including situations where one owner is a victim of domestic violence), where one party cannot unilaterally sell the real property; property that is tied up in litigation; inherited property in dispute.
5. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family being a person with disabilities.
6. The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986; the value of any qualified tuition program under section 529 of such Code; and the amounts in, contributions to, and distributions from

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any Achieving a Better Life Experience (ABLE) account authorized under section 529A of such code.

7. The value of any "baby bond" account created, authorized, or funded by the federal, state, or local government.
8. Interests in Indian trust land.
9. Equity in a manufactured home where the family receives assistance under 24 CFR Part 982.
10. Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR Part 982.
11. Family Self-Sufficiency accounts.
12. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.
13. The full amount of assets held in an irrevocable trust.
14. The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the applicant or participant family or household.

The BHA does not enforce the "Asset Limitation" described in Chapter 2 during interim and annual reexamination.

Asset Income

Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded.

Imputed asset income must be calculated for specific assets when three conditions are met:

1. The value of net family assets exceeds the HUD established threshold
2. The specific asset is included in net family assets; and
3. Actual asset income cannot be calculated for the specific asset.

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D. CHANGE OF INCOME

The head of a participant household must report any changes in household income within 30 calendar days of the change. The change of household income may have a direct impact on the calculation of total tenant payment. ~~The Housing Authority must have information by the 5th day of the month in order to process the change for the following month. If the household income increases, and the household does not report the change, a retroactive calculation will be made to the point in time when the changes would have taken place.~~

Decreases in Adjusted Income 24 CFR 982.516(c)(2)
The BHA must conduct an interim reexamination of family income when the BHA becomes aware that a family's annual adjusted income has changed by an amount that the BHA estimates will result in a decrease of 10 percent or more in annual adjusted income. In addition to decreases in family income, increases in deductions may produce a sufficient decrease in adjusted income to support an interim reexamination.

Increases in Adjusted Income 24 CFR 982.516(c)(3);

The BHA must conduct an interim reexamination of family income when the BHA becomes aware that the family's adjusted income has changed by an amount that the BHA estimates will result in an increase of 10 percent or more in annual adjusted income with the following exceptions:

1. The BHA **may not** consider any increases in **earned income** when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle; and
2. The BHA will not conduct an interim reexamination during the last three months of a certification period if a family reports an increase in income within three months of the next annual reexamination effective date. Families who delay reporting income increases until the last three months of their certification period may be subject to repayment.

Effective date of tenant rent changes

If the family has reported a change in family income or composition within 30 calendar days of the change, the BHA must provide the family with 30 days advance notice of any family share and family rent to owner increases, and such increases will be effective the first day of the month beginning after the end of that 30-day period. Family share and family rent to owner decreases will be effective on the first day of the first month after the date of the reported change leading to the interim reexamination of family income.

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If the family has failed to report a change in family income or composition within 30 calendar days of the change, BHA must implement any resulting family share and family rent to owner increases retroactively to the first of the month following the date of the change leading to the interim reexamination of family income. Any resulting family share and family rent to owner decrease must be implemented no later than the first rent period following completion of the reexamination.

E. INCOME CHANGES FROM WELFARE PROGRAM REQUIREMENTS

[24 CFR 5.618]

Annual income will not be reduced for purposes of calculating rental assistance payments when the reduction in welfare payments is the result of fraud or failure to comply with welfare requirements. When a household requests a rent reduction based on lower welfare payments, written verification must be obtained from the Department of Public Social Services that the reduction in benefits is not based on failure to participate in an economic self-sufficiency program or to comply with work activity requirements. Households that fall into this category will be provided the opportunity for an Informal Hearing. A recalculation of income will be performed when a reduction in benefits is the result of the following factors:

1. The expiration of a lifetime limit has been reached.
2. The participant has sought but has been unable to obtain employment.
3. The household has complied with welfare program requirements but loses welfare because of a durational time limit, such as a cap of welfare benefits for a period of no more than two years in a five-year period.

F. INCOME FROM ADDITIONAL HOUSEHOLD MEMBERS

The head of a participant household must report changes in household composition within 30 calendar days. ~~The addition of people to the household may have a direct impact on household income and the calculation of total tenant payment. Any change to the household composition will be evaluated to determine if a recalculation of assistance needs to be made.~~

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The BHA will apply a 0-percent threshold and conduct interim reexaminations when a household adds or removes household members, including family members, foster adults, foster children, and live-in aides, regardless if the change in household composition results in a decrease, increase, or no change in the family's annual adjusted income.

When conducting an interim reexamination for an increase due to the addition or removal of a household member, the BHA will not consider increases in earned income, when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle

Visitors

Any adult, not included as a member of the household, who has been in the unit more than 14 consecutive days without Burbank Housing Authority approval, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. The household will need to include this person as a member of the household for calculation of income eligibility. If the head of household denies that this person is living in the assisted unit, then the burden of proof will rest with the tenant. In the absence of such proof, the individual will be considered an unauthorized member of the household. Written statements from the landlord concerning occupancy will be considered in making the determination. If the tenant is unable to prove that the person lives at another address, then the assistance will be terminated. The participant will have the right to request an Informal Hearing before the termination date.

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Caretakers

There are situations where neither one of the parents remain in the household, due to death, illness, incarceration, or abandonment. In some cases, another adult moves into the unit to care for the minor children. In these situations, the caretaker will be considered a visitor for the first 90 days. At the end of that period, the income of the caretaker will be taken into account. As soon as the caretaker has been granted court-awarded custody or legal guardianship, the caretaker will be designated as the head of household. If the appropriate agency cannot confirm the guardianship status of the caretaker, the Housing Authority will review the status every 60 days.

Children

Minors and full-time students over 18 years of age who were a part of the household, but who now live away from home during the school year, may visit for up to 120 days per year without being considered a member of the household. These visits are subject to the approval of the landlord. In a joint custody arrangement, if the minor is in the household less than 120 days per year, the minor will be considered an eligible visitor and not a household member.

G. INCOME FROM ABSENT HOUSEHOLD MEMBERS

There are times when a member of the household leaves the unit, either temporarily or permanently. It is the responsibility of the head of household to report these changes to the Housing Authority within 30 calendar days of the absence. Depending on the type of absence, the income of the absent member may or may not be taken into consideration. An evaluation will need to be made to determine if the total household income has changed. If the income does change, a recalculation of the housing assistance payment will be made.

Temporary Absences

Any person who is absent from the household for a period of less than 90 days will still be considered part of the household. With temporary absences, the income of the person will be taken into account when determining household income and total tenant payment.

Permanent Absences

Any member of the household who leaves the assisted unit for more than 90 days will be considered permanently absent. In cases where the entire household leaves the assisted unit for more than 90 days, the assistance will be terminated.

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In order to determine that the household member is absent from the unit, the Burbank Housing Authority will try to contact the head of household by telephone; send a certified letter; send the Housing Inspector to the unit; and will verify if the utilities are still in service. If there is no response from the household, then the assistance will be terminated. Under no circumstance does HUD allow an absence for more than 180 days.

H. ALLOWANCES AND DEDUCTIONS [24 CFR 5.611]

In calculating adjusted annual income, the HUD established allowances and deductions will be subtracted from the gross annual income. The adjusted annual income is used to determine the amount of rent that the tenant will pay toward the rent.

The following list details mandatory deductions from annual income:

1) Dependent Allowance. There is an allowance ~~of $480~~ for each person under 18 years of age (other than the head or spouse); for household members who are 18 or older and are full-time students and members who are disabled.

2) Elderly/Disabled Household Allowance. There is an allowance ~~of $400~~ per household where the head or spouse is at least 62 years of age or is disabled.

3) Unreimbursed Expenses. The sum of the following unreimbursed expenses will be deducted to the extent that the sum of these expenses exceeds ~~three~~ ten percent of annual income:

    a. Unreimbursed medical expenses of any elderly or disabled household member.
    b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the household who is a person with a disability, to the extent necessary to enable any member of the household (including the member with a disability) to be employed.

The dependent and elderly/disabled allowance will be adjusted annually by HUD and may be found in Appendix A.
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4) Childcare Expenses. HUD allows any reasonable childcare expenses necessary to enable a member of the household to be employed or to further his or her education. The Burbank Housing Authority will utilize the tax code Child and Dependent Care Credit amount or the actual cost of the childcare; whichever is less per year, for children under 13.

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I. HARDSHIP EXEMPTIONS [24 CFR 5.611]

Per HUD regulation, the threshold to deduct health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses has been increased from an excess of 3 to an excess of 10 percent of annual income. The following exemptions were established to facilitate this transition.

Phased-In Relief
All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2027, will begin receiving the 24- month phased-in relief at their next annual or interim reexamination. Families who receive phased-in relief will have eligible expenses deducted that exceed 5 percent of annual income for 12 months. Twelve months after the 5 percent phase-in began, families will have eligible expenses deducted that exceed 7.5 percent of annual income for the immediately following 12 months. After the family has completed the 24 months phase-in at the lower thresholds, the family will remain at the 10 percent threshold.

General Relief
A family may request a general relief hardship exemption for health or medical care expenses, reasonable attendant care, or auxiliary apparatus expenses. To qualify, a family must demonstrate that their applicable expenses increased, or they experienced a change in circumstances that resulted in a financial hardship, that would not otherwise trigger an interim reexamination. The family must demonstrate that their applicable expenses increased or that there is a new need for qualifying medical/health, reasonable attendant care and auxiliary apparatus expenses.

The BHA must obtain third-party verification of the family's inability to pay rent or must document the reason third-party verification was not available.

If the BHA determines that a family is eligible for general relief, the family will receive a deduction for the sum of the eligible expenses that exceed 5 percent of annual income. This relief is available regardless of whether the family previously received health and medical deductions or is currently receiving, or previously received, a phased-in hardship exemption.

Hardship Exemption to Continue Child-Care Expenses Deduction
A family whose eligibility for the child-care expense deduction is ending may receive a hardship exemption to continue receiving a child-care expense. The BHA will recalculate the family's adjusted income and continue the child-care deduction if the family demonstrates to the BHA that the family is unable to pay their rent because of loss of the child-care expense deduction and the child-care expense is still necessary even though the family member is no longer working, looking for work, or furthering their education.

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The BHA will obtain third-party verification of the family's inability to pay rent or will document in the file the reason third party verification was not available. The BHA must attempt to obtain third part documentation prior to the end of the exemption period

Hardship Policy Requirements
For the purpose of general relief and childcare deduction hardship, the exemption ends when the circumstances that made the family eligible for the exemption no longer apply or after 90 days, whichever comes earlier. The family must report if the circumstances that made the family eligible for hardship exemption are no longer applicable. The BHA will not consider extension requests for this hardship exemption.

The family's adjusted income and tenant rent will be recalculated upon expiration of the hardship exemption. The BHA will provide families 30 days' notice of any increase in rent.

The BHA will promptly notify families in writing if they are approved or denied an initial hardship exemption or if hardship exemption is no longer necessary and will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable.
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CHAPTER 6

VERIFICATION PROCEDURES
[24 CFR Part 5, Subparts B, D, E and F; 982.108]

INTRODUCTION

Proper verification of information is essential to the integrity of the Section 8 Program. Factors of eligibility and total tenant payment will be confirmed by third party verification and retained in the tenant file. Written verification will be obtained from independent sources whenever possible and any deviation from this policy will need to be thoroughly documented in the tenant file. Applicants and Program participants must provide true and complete information to the Burbank Housing Authority whenever information is requested. This Chapter explains the procedures and standards for verification of preferences, income, assets, allowable deductions, citizenship or immigration status, and changes in household composition. The Burbank Housing Authority will obtain written authorization from applicants and participants before requesting information from independent sources.

A. METHODS OF VERIFICATION [24 CFR 5.233, PIH 2023 -23]

The verification methods used to confirm the accuracy of information provided by the applicant or participant will have the following order of priority:

1. HUD's Enterprise Income Verification system (EIV).
2. Non-HUD Income Verification system (EIV).
3. Third-Party Written Verification.
4. Third-Party Written Verification form.
5. Oral Third-Party Verification form.
6. Tenant Declaration form.

Verifications may not be more than 60 days old at the time that the Voucher is issued. This requirement applies to both applicants and participants.

Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security, and SSI benefits for participant families. Tenant Income Data (TID) reports will be obtained on a monthly basis. Reports will be generated as a part of the regular reexamination process. Tenant Income Data reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security, and/or SSI benefits.

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INCOME VERIFICATION TOOL (IVT)

The IVT is a tool for identifying families who may have concealed or under-reported income. When it appears that a family may have concealed or under-reported income, third party written verification of the income in question will be requested.

EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth. Program participants whose identity verification has failed will be identified as part of the annual reexamination process.

Work Number

Participating employers provide employment verification information to The Work Number to act as their official agent for issuing employment verifications.

Third Party Written Verification

Third-party written verification is used to verify information directly with the source. These verification forms must be marked with the office stamp of the independent third party or the information must be provided on their letterhead. Verifications received electronically from the information sources are considered to be third-party written verification. Computer matching reports from other agencies will be considered to be third-party written verification. Each adult member of the household will be required to sign an authorization form for the information source to release the specified information.

Third-party written verification must be an original or authentic document generated by a third-party source dated within 120 days of the date received by the BHA. For fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation.

Third-Party Oral Verification

Third-party oral verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a *Certification of Document Viewed or Person Contacted form*, noting with whom they spoke, the date of the conversation, and the facts provided. If the information was obtained by telephone, the Housing Authority must originate the call. This type of verification must be approved by a supervisor.

Review of Documents

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In the event that third-party written or oral verification is unavailable, the reason for this situation will be noted in the tenant file. At that point, the documents provided by the applicant or participant will be used as the primary source to provide complete information. This type of verification must be approved by a supervisor. All documents, excluding government checks, will be photocopied and retained in the tenant file. In cases where documents are viewed, which cannot be photocopied, staff viewing the documents will complete a *Certification of Document Viewed or Person Contacted form*. If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, staff will utilize the third-party verification.

Self-Certification/Self-Declaration

This type of verification is not to be used except in extremely unusual situations. When verification cannot be made by third-party verification or review of documents, applicants and participants will be required to submit a self-certification. The form of the self-certification must be a notarized statement of fact that is signed under penalty of perjury. This type of verification must be approved by a supervisor.

B. ITEMS TO BE VERIFIED [24 CFR 982.516]

The applicant or participant needs to provide whatever information is necessary to determine initial or ongoing eligibility for the Section 8 Program. The following list gives examples of the various items that need to be verified, however, this list is not all-inclusive.

1. All income not specifically excluded by the regulations.
2. Full-time student status, including high school students who are 18 or over.
3. Current assets, including assets disposed of for less than fair market value in preceding two years.
4. Child care expense where it allows an adult household member to be employed or to attend an educational or vocational program.
5. Total medical expenses for households whose head or spouse is elderly or disabled.
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the household which allow the disabled person or another adult household member to be employed.
7. Legal identity of all household members, including birth certificates, driver's licenses or state identification cards.
8. Disability for determination of preferences, allowances or deductions.
9. U.S. citizenship or eligible immigrant status.
10. Social Security numbers for all household members who are 6 years of age or older.
11. "Preference" status for local preferences as described in Section I of this Chapter.

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12. Familial or marital status when needed for head or spouse definition under the Non-Citizen Rule.

C. INCOME VERIFICATION [24 CFR 982.516]

This section defines the methods that will be used to verify the various types of income. Applicants and participants are required to report all sources of income at initial certification and recertification, as well as any other time during the year when there are changes.

Credit History Reports

For applicants and participants, all adult members of the household will be required to sign an authorization to allow the Burbank Housing Authority to obtain a credit history report on that individual. This report indicates the amount of monthly expenditures that the household is making and that information will be compared to the amount of reported income. If the monthly payments are more than 50% of reported income, the applicant or participant will need to provide written verification concerning their ability to pay those monthly bills.

Employment Income

The employer will need to complete a verification form that requires the following information:

1. Dates of employment,
2. Amount and frequency of pay,
3. Likelihood of change of employment status and effective date of any known salary increase during the next 12 months,
4. Year to date earnings, and
5. Estimated income from overtime, tips, bonus pay expected during next 12 months.

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer with two or more recent pay stubs which indicate the employee's gross pay, frequency of pay, and year to date earnings.
2. W-2 forms plus income tax return forms.
3. Self-certifications or income tax returns signed by the applicant or participant may be used for verifying self-employment income, or income from tips and other gratuities. This type of verification requires approval of the supervisor.

Applicants and participants may be required to sign an authorization for release of information from the Internal Revenue Service for further verification of income. Where

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doubt exists regarding income, a referral to the Internal Revenue Service for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer reports obtained electronically or in hard copy.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer printouts from unemployment office stating payment dates and amounts.
3. Payment stubs.

Temporary Aid to Needy Families (TANF) and General Relief

Acceptable methods of verification include, in this order:

1. Verification form completed by the County of Los Angeles Department of Public Social Services (DPSS).
2. Written statement from payment provider indicating the amount of grant or payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated Notice of Action form or list of recipients from the Welfare Office.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Copy of latest check and/or payment stubs from the Court Trustee.
4. Self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received. This form of verification must be approved by a supervisor.

If payments are sporadic, the applicant or participant must provide a list of actual

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payments received, otherwise the full amount that is specified in the divorce decree will be used to calculate income.

Net Income from a Business

In order to verify the net income from a business, the Housing Authority will view IRS forms and financial documents from prior years to anticipate the income for the next 12 months. Acceptable methods of verification include:

1. IRS Form 1040 or Record of Account Transcript from IRS, including:
   a. Schedule C (Small Business)
   b. Schedule E (Rental Property Income)
   c. Schedule F (Farm Income)
2. Audited financial statement(s) of the business.
3. Credit report or loan application.
4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The applicant or participant will be advised to maintain these documents in the future if they are not available.
5. Self-certification concerning the net income realized from the business during previous years. This form of verification must be approved by a supervisor.

Child Care Business

If an applicant or participant is operating a licensed day care business, income will be verified as with any other business.

Recurring Gifts/Loans

The applicant or participant must furnish a self-certification which identifies the person who provides the gifts, the value, and the regularity of the gifts.

Federal Tax Refund

If the family's net assets are greater than the HUD determined threshold, the family's federal tax refund or refundable tax credits must be verified.

Zero Income Status

Applicants or participants who claim to have no income will be required to provide verification forms to determine that income, such as Temporary Aid to Needy Families, EDD or SSI are not being received by the member.

Full-time Student Status

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Verification of full-time student status must be provided for household members who are over 18 years of age and are not the head of household or spouse. Verification includes the following:

1. Written verification from the registrar's office or other school official.
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution; and showing completion of course(s).
3. Written verification from the provider of the vocational training.

D. INCOME FROM ASSETS [24 CFR 982.516]

Acceptable methods of verification for savings account interest income and dividends will be verified in this order:

1. Written verification form completed by the financial institution or account statements generated by the financial institution.
2. Broker's statements showing the value of stocks or bonds and the earnings credited to the household.
3. IRS Form 1099 from the financial institution.

E. ASSET VERIFICATION [24 CFR 5.603]

The BHA will determine net family assets at new admission and annual reexamination by fully verifying the information reported by the family, regardless of the asset amount. The BHA will not accept self-certification of assets. Current assets need to be verified to determine the current cash value or the net amount that the household would receive if the asset were converted to cash. ~~The net value of the assets is used to determine initial eligibility.~~ The forms of verification are as follows:

1. Verification forms, letters, or documents from a financial institution or broker.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Quotes from a stock broker or realty agent as to net amount that the household would receive if the securities or real estate were liquidated.
4. Real estate appraisals.
5. Financial statements for business assets.
6. Copies of closing documents showing the selling price and disposition of proceeds.

F. VERIFICATION OF ALLOWABLE DEDUCTIONS [24 CFR 982.516]

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Child Care Expenses

Written verification from the person who receives the payments is required. The childcare provider must provide a statement of the amount charged to the household for services. Verifications must specify the childcare provider's name, address, telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. The applicant or participant must declare whether any of those payments have been or will be paid or reimbursed by outside sources. The Burbank Housing Authority will utilize the tax code Child and Dependent Care Credit amount or the actual cost of the childcare; whichever is less per year, for children under 13.

Medical Expenses

Applicants or participants who claim medical expenses or expenses to assist a person with a disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, concerning the anticipated medical costs to be incurred by the household.
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the household and the amount of medical expenses that will be paid out of pocket.
3. Written confirmation from the Social Security Administration showing the amount of the Medicare premiums to be paid by the household over the next 12 months. A computer printout will be accepted.
4. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
5. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
6. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. This approach may be used for general medical expenses, such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
7. Mileage charged at the IRS allowable rate for personal vehicles, cab fare, bus fare, or other public transit cost for transportation directly related to medical treatment.

Attendant Care

The following verifications would be required for expenses related to attendant care:

1. A doctor’s certification that an attendant is necessary as a medical expense

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and a projection of the number of hours the care is needed for calculation purposes.
2. Attendant's written confirmation of hours of care provided and the amount and frequency of payments received from the household or agency. Copies of canceled checks the household used to make those payments or stubs from the agency providing the services may be used.

Assistance to Persons with Disabilities [24 CFR 5.611(c)]

In all cases where the household is claiming a deduction based on assistance to persons with disabilities, the following verification is required:

1. Written certification from a medical doctor that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another adult household member to be employed.
2. Certification from the applicant or participant concerning the amount of reimbursement they receive for any of the expenses of disability assistance.

Auxiliary Apparatus

In cases where auxiliary apparatus is claimed as a deduction, the following verification is required:

1. Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
2. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

Health Insurance Portability and Accountability Act (HIPAA) Compliance

The BHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine of unreimbursed health and medical care expenses. The BHA may not request documentation beyond what is sufficient to determine anticipated health and medical care and/or reasonable attendant care and auxiliary apparatus costs or when a change in circumstances took place. Before placing bills and documentation in the tenant file, the BHA will redact all personally identifiable information. The BHA will comply with all federal nondiscrimination and civil rights statutes and requirements, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, Section 504, and the Americans with Disabilities Act, as applicable.
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G. VERIFICATION OF NON-FINANCIAL FACTORS [24 CFR Part 5, Subpart B]

In order to prevent Program abuse, the Burbank Housing Authority will require applicants to furnish verification of legal identity for all household members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document that is submitted is illegible or otherwise questionable, more than one of these documents may be required.

Legal Identity for Adults

1. Birth Certificate.
2. Naturalization papers.
3. Current valid driver's license.
4. U.S. military discharge (DD 214).
5. U.S. passport.

Legal Identity for Children

1. Birth certificate.
2. Hospital birth record.
3. Adoption papers.
4. Custody agreement.
5. School records.

Verification of Marital Status

Marital status verification is needed to comply with requirements under the Non-Citizen Rule. A marriage certificate would be required to prove that a non-citizen member of the household qualifies as an eligible household member based on being the spouse of the head of household.

Verification of Permanent Absence of Household Member

If an adult member, who was formerly a member of the household, is reported to be permanently absent, the Housing Authority will consider any of the following as verification:

1. Husband or wife institutes divorce or legal separation.
2. Protective Order or Restraining Order obtained by one household member against another.
3. Proof of another home address, such as utility bills, canceled checks for rent, driver’s license, or lease or rental agreement, if available.
4. Statements from other agencies, such as the Department of Public Social Services, or a written statement from the landlord or manager that the adult household member is no longer living at that location.

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5. If a household member is incarcerated, a document from the Court or prison should be obtained stating how long s/he will be incarcerated.

Verification of Change in Household Composition

The Housing Authority may verify changes in household composition, which are either reported or unreported, through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7). Proof of disability may be provided by a written statement from a medical doctor on the Housing Authority approved form.

Verification of Citizenship or Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Eligible immigrants must fall into one of the categories specified by the HUD regulations and must have their status verified by Immigration and Naturalization Service. Each household member must declare his/her status. Assistance cannot be delayed, denied, or terminated while verification of status is pending. The form that must be completed is as follows:

Citizens or nationals of the United States are required to sign a declaration under penalty of perjury. Proof of citizenship is required.

Eligible immigrants, who were Section 8 participants and 62 years of age or more on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens, with eligible immigration status, must sign a declaration of status and verification consent form. They must also submit their original immigration documents which will be copied front and back. The Burbank Housing Authority will verify the status through the Systematic Alien Verification for Entitlements system provided by the Immigration and Naturalization Service. If this primary verification fails to verify status within ten days, then the Housing Authority will request a manual search.

Ineligible household members, who do not claim to be citizens or eligible immigrants, must be listed on a statement of ineligible household members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa, but their status will not

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be verified. They do not need to sign a declaration, but they will be listed on the statement of ineligible members.

Any applicant or participant household member who fails to sign the required declarations and consent forms or provide documents will be listed as an ineligible member. If the entire household fails to provide and sign as required, they may be denied participation or terminated from assistance for failure to provide required information.

Time of Verification

Verification of U.S. citizenship or eligible immigrant status occurs at the same time that the applicant is selected from the Applicant Waiting List. Any new members to the household after initial eligibility determination and any households with portable Certificates or Vouchers that move into Burbank will need to provide the appropriate information.

Extensions of Time to Provide Documents

An extension of 30 calendar days will be granted to households to submit evidence of eligible immigrant status. The notice of extension shall be in writing and will specify the dates of the extension period.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

1. Resident Alien Card (I-551).
2. Alien Registration Receipt Card (I-151).
3. Arrival-Departure Record (I-94).
4. Temporary Resident Card (I-688).
5. Employment Authorization Card (I-688B).
6. Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status for persons born outside of the United States. All documents in connection with U.S. citizenship or eligible immigrant status will be kept for five years. If the Housing Authority determines that a household member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the unit, the Section 8 assistance will be discontinued.

H. SOCIAL SECURITY NUMBER VERIFICATION [24 CFR 5.216]

Social Security numbers must be provided as a condition of eligibility for all household members, if they have been issued a number. Verification of Social Security numbers

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will be done through a Social Security card issued by the Social Security Administration. If a household member cannot produce a Social Security card, then the documents listed below showing the Social Security number may be used for verification. The household member would also be required to certify in writing that the documents submitted in lieu of the Social Security card information provided are complete and accurate:

1. A driver's license.
2. An identification card issued by a federal, state or local agency.
3. An identification card issued by a medical insurance company or provider, including Medicare and Medicaid.
4. An identification card issued by an employer or trade union.
5. An identification card issued by a medical insurance company.
6. Earnings statements or payroll stubs.
7. Bank Statements.
8. IRS Form 1099.
9. Benefit award letters from government agencies.
10. Retirement benefit letter.
11. Life insurance policies.
12. Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.
13. Verification of benefits or Social Security number from Social Security Office.

New household members, who are 6 years of age or older, will be required to produce their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in household composition is reported to the Housing Authority.

When a participant family request to add a new household member, who is under the age of six, and does not have an assigned Social Security number, the family must provide the Social Security documentation within 90 calendar days of the child being added to the household. If the family cannot provide the documentation within the allotted time frame, due to circumstances out of their control (delayed processing of Social Security numbers), the family will be granted an additional 90 days.

If an applicant or participant is able to disclose the Social Security number, but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect. Any household member will have an additional 60 calendar days to provide proof of the Social Security number. If they fail to provide this documentation, the rental assistance will be terminated.

In the case of an individual, who is at least 62 years of age, an extension may be granted for an additional 60 calendar days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the rental assistance will be terminated. If the household member states s/he has not been issued a number, then s/he will be required to sign a certification to this effect. The person will be required to

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apply for a Social Security number.

I. VERIFICATION OF PREFERENCES [24 CFR 982.207]

Residency Preference

This preference will be provided to applicants who reside in the City of Burbank or applicant families with a member who works or has been hired to work in the City of Burbank. In order to verify the address, the applicant must provide third party documentation which may include a driver's license, utility bills, school records, voter registration records, bank statements or credit reports. When residency cannot be verified based on documentation provided, the Burbank Housing Authority may conduct on-site inspections of the current, claimed residence in order to prove permanent Burbank residency.

A letter from the Burbank employer will be required to show employment or the commitment of employment for any member of the applicant family.

Homeless applicants must provide certification from the Burbank community organizations and service providers they are working with in order to verify eligibility for residence status.

Persons Displaced by Government Action

This preference will be provided to applicants who are displaced by government action of the Burbank Housing Authority or the City of Burbank. The applicant must provide the certification from the local government agency that the involuntary displacement will be caused by an activity in connection with code enforcement or a public improvement or a development program.

Veteran Preference

This preference will be provided to applicants who have a current member of the U.S. Military Armed Forces in their applicant family. Veterans and surviving spouses of veterans will also be given this preference and they must provide a U.S. military discharge (DD214) as proof of military service.

Disability Preference

This preference will be provided to applicant families with a member who has a disability. Verification of disability can be shown by receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7). Proof of disability may be provided by a written statement from a medical doctor on the Housing Authority approved form.

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Homeless Preference

This preference is for Burbank homeless individuals and families that have been working with qualified Burbank service providers. These service providers will certify that the adult applicant members meets the specific criteria for this category, and commits to providing on-going supportive services for a minimum of six (6) months after issuance of a housing voucher in order to ensure that the applicant is able to live independently. The service provider is responsible for certifying that the homeless applicant meets the requirements of the Program as outlined in this Administrative Plan.

Severely Rent-Burdened Preference

This preference will be provided to applicant families that pay more than 50% of gross annual income on rent (income as defined and described in Chapter 5 of this Plan). A rental agreement in the applicant family's name will be required, along with proof that the applicant pays the contracted rent through copies of rent receipts, cancelled checks, money order receipts, etc. for the timeframe specified on the eligibility paperwork. The information will be reviewed and a calculation for severely rent-burdened will be conducted.

Substandard Housing Preference

Families who claim to be living in an unpermitted structure must provide written verification/documentation from a government official in the course and scope of their official duties such as a code enforcement officer or building inspector. This preference may also require visual verification by Building and Safety/HQS inspection staff.

J. RELEASE OF INFORMATION [24 CFR 5.230]

Applicants or participants 18 years or older will be required to sign specific authorization forms when information is needed that is not covered by the *Authorization for Release of Information/Privacy Act Notice* (HUD 9886-A). Refusal to sign this form will result in denial of admission to the Program or termination of assistance.

The consent form remains effective until the earliest of:
1) the rendering of a final adverse decision for an assistance applicant;
2) the cessation of a participant's eligibility for assistance from HUD and the HA; or
3) The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD or the BHA.

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K. PRIVACY RIGHTS [24 CFR Part 16]

The Burbank Housing Authority is required to safeguard personally identifiable information (PII) as required by HUD and for preventing potential breaches of this sensitive data. HUD expects Public Housing Authorities, who collect, use, maintain or disseminate HUD information to protect the privacy of that information in accordance with applicable law. Applicants and participants, including all adults in the household, are required to sign the form, Authorization *for Release of Information* (HUD 9886). This document incorporates the *Federal Privacy Act Statement* and describes the conditions under which HUD will release household information. Any request for the release of information that is presented to the Burbank Housing Authority will be forwarded to the City Attorney's Office. The request will be reviewed for compliance with federal and state laws which may restrict the release of household information.

Written authorization must be on file in order for Burbank Housing Authority staff to release information to other persons besides the applicant or participant.

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CHAPTER 7

SUBSIDY STANDARDS

INTRODUCTION

The subsidy standards used in the Section 8 Program determine the amount of assistance that each eligible applicant family and participant household will receive on a monthly basis. This Chapter explains how the subsidy standards are applied and the methods of calculation that will be used to determine the amount of subsidy.

A. VOUCHER SIZE DETERMINATION

The number of bedrooms shown on the Voucher indicates the maximum subsidy that would be available to the household before any deductions. The subsidy amount increases with the number of bedrooms. The household size is the determining factor when establishing Voucher size. If the household size changes, the subsidy standard will be changed at the next annual re-examination date. The standards in this section relate to the amount of subsidy only and do not dictate the actual living arrangements of the household.

Guideline for Determining Voucher Size

Voucher Size	Household Members
1 Bedroom	1 - 2
2 Bedrooms	3 - 4
3 Bedrooms	5 - 6
4 Bedrooms	7 - 8

Changes in Household Composition

The head of household must report the names of all members of the household that are residing in the unit, including any approved live-in aide. The head of household must obtain approval from the Housing Authority before moving any additional people into the unit. The exceptions to this rule are additions to the household by birth or adoption of a child or court-awarded custody. Any increase or decrease in household members must be reported within 30 calendar days.

Changes in Bedroom Size

If the size of the household increases, and the unit does not have an adequate number of bedrooms to meet the Housing Quality Standards, the household will need to move to

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another unit. A new Voucher, in the correct bedroom size, will be issued and the household will be given up to 120 calendar days to relocate. The Housing Authority will assist the household in locating another unit by providing a current list of available apartments where the landlords will accept the Section 8 Program. If the household does not relocate to another unit within the 120 days, the Section 8 rental assistance will be terminated.

B. UNIT SIZE SELECTED [24 CFR 982.505 (c) (i)(ii)]

The payment standard is based on the number of people in the household and specifies the maximum amount of subsidy. The household may select a unit with a different number of bedrooms than what is specified on the Voucher. In those situations, the following guidelines will apply:

1. Subsidy Limitation: In the Voucher Program, the subsidy amount will be the lower of the payment standard or the payment standard amount for the number of bedrooms in the actual unit selected. In cases where the rent is lower than the payment standard, the subsidy amount will be the balance of the rent after the tenant portion is deducted.

2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the lower of the actual unit size or the voucher bedroom size.

3. Housing Quality Standards: These standards allow two persons per living or sleeping room. The following table gives the guidelines for occupancy in order to prevent overcrowding:

Bedrooms	Maximum Number of People
0	2
1	4
2	6
3	8
4	10

C. PAYMENT STANDARDS [24 CFR 982.503 (a)(b) and 982.505 (a)(b)]

A payment standard is used to calculate the monthly housing assistance for a household. The payment standard is the maximum monthly subsidy payment before any deductions. It is the policy of the Burbank Housing Authority to set the payment standard in the basic range of 90% and 110% of the fair market rent. This payment standard level will enable

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very low-income households to obtain rental units in the City which meet the affordability requirement. Each year when the fair market rent limits are published (usually in September of each year and take effect October 1st of each year), the payment standards may be adjusted accordingly.[2] The payment standards will be reviewed annually to determine whether the tenants are able to find quality units in a timely manner. Each year during the Annual Plan approval and adoption process by the Housing Authority Board, the Housing Authority Board will be presented with the payment standard for the upcoming federal fiscal year (October 1 – September 30).

Notification will be provided to Program participants at least 12 months in advance of a reduction in payment standard per HUD rules and regulations during the annual recertification process. An increase in the payment standard will be calculated at the next, regularly scheduled annual recertification for an existing participant. Furthermore, all participants of the Program will receive advance notification of any Resident Advisory Board (RAB) and Housing Authority Board meetings when a reduction in payment standard/subsidy level will be considered (increasing a participants' portion of the rent).

Small Area Fair Market Rents (SAFMRs) [24 CFR 888.113(c)(3)]

Small Area Fair Market Rents (SAFMRs) are Fair Market Rents (FMRs) calculated at the ZIP code level rather than for the entire metropolitan area. SAFMRs are designed to help families access low-poverty, high-opportunity areas by offering rental assistance that matches the local market rent, making housing in these neighborhoods more affordable for families. The Burbank Housing Authority has been designated by HUD as an SAFMR PHA and, in accordance with 24 CFR 888.113(c)(3), and was required to implement SAFMR-based payment standards no later than January 1, 2025.

SAFMRs will apply to all tenant-based vouchers in the BHA's jurisdiction, including special vouchers such as the Veterans Affairs Supportive Housing (HUD-VASH) Program, Foster Youth to Independence (FYI), and special housing types such as Single Room Occupancies (SROs).

The BHA may, without HUD approval, establish an exception payment standard of up to and including 120% of the SAFMR if required as a reasonable accommodation for a family that includes a person with a disability (or, in the case of HUD-VASH, up to 140% of the SAFMR). The BHA may request HUD approval to establish a payment standard exceeding 120% of the SAFMR (or 140% in the case of HUD-VASH), if necessary, as a reasonable accommodation for such a family.

Hold Harmless

If the amount on the payment standard schedule is decreased while the family continues to reside in the assisted unit, the payment standard in effect as of the recertification prior

2 The Housing Opportunities and Modernization Act of 2016 (HOTMA) allows PHAs to continue to use the higher payment standard (outside of the basic range as the result of a reduction in FMRs) for as long as the family continues to reside in the assisted unit.

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to the decrease will remain in place. The payment standard shall be frozen at this level until one of the following occurs:

- The payment standard is equal to or above the frozen level.
- The family moves.
- A change in household composition requires a change in payment standard at the next annual reexamination.

Increases in Payment Standard during HAP Contract

If the payment standard amount is increased during the term of the HAP contract, the BHA must use the increased payment standard amount to calculate the monthly housing assistance payment for the family beginning no later than the earliest of:

- The effective date of an increase in the gross rent that would result in an increase in the family share;
- The family's first regular or interim reexamination; or
- One year following the effective date of the increase in the payment standard amount.

PBVs

The BHA will not apply SAFMRs to the Project-Based Voucher (PBV) Program but will apply the Metropolitan Area Fair Market Rents (MAFMRs) to the PBV Program.

Exception to Payment Standard as a Reasonable Accommodation

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the Public Housing Agency or result in a “fundamental alteration” in the nature of the program or service offered. The BHA may, as an accommodation, grant a higher payment standard if the BHA determines it is necessary and reasonable to enable a person with a disability to obtain a suitable housing unit. The BHA may approve a higher payment standard up to 120% of the FMR. Requests for accommodations requiring approval of a payment standard exceeding 120% of the FMR will require HUD approval.
(See Chapter 1 for policies regarding the request for reasonable accommodations)

D. TENANT PAYMENT [24 CFR 5.628]

In the Voucher Program, the tenant payment is the difference between the rent and the Housing Authority subsidy. In cases where the rent is lower than the payment standard,

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the tenant portion is the greatest of 30% of the adjusted monthly income or 10% of gross income. The Housing Authority does not have a minimum rent amount.

E. SUBSIDY ~~AMOUNTS~~ [AMOUNTS [24 CFR 982.505]

For the Voucher Program, the subsidy is based on the payment standard for the number of household members and the size of the unit selected. The subsidy amount is equal to the lower of the payment standard minus the tenant payment or the gross rent minus the tenant payment.

In situations where special housing types are allowed for participation in the Program as a reasonable accommodation for a household with a disabled member, there are specific rules that apply to the calculation method for the amount of subsidy. These various types of subsidy are found in 24 CFR 982.604, 608, 613, 617 and 619 (Including HOTMA 2016).

F. CHANGES IN HOUSEHOLD SUBSIDY [24 CFR 982.505 (c)]

The payment standard that was used at the time that the unit was placed under Section 8 contract will remain in effect, unless the household composition changes. If the household size increases or decreases during the HAP contract term, the new family unit size may be used to determine the payment standard amount for the family immediately but no later than the family's first regular reexamination following the change in family unit size.

G. AFFORDABILITY STANDARD [24 CFR 982.508]

At the time that a household initially receives Section 8 assistance, the tenant portion of the rent cannot be higher than 40% of adjusted income for the first year of occupancy. This requirement applies to new admissions and moves.

H. UTILITY ALLOWANCES [24 CFR 982.517)]

The Housing Authority has a Schedule of Utility Allowances which shows the typical cost of utilities not included in the rent. The allowances are based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same geographical areas. Allowances are not based on an individual household's actual energy consumption. The Schedule of Utility Allowances is updated on an annual basis.

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HCV program regulations require a PHA to approve a utility allowance amount higher than shown on the PHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. (See Chapter 1 for policies regarding the request for reasonable accommodations).

I. PRORATION OF ASSISTANCE [24 CFR 5.520]

Proration of assistance must be offered to any mixed household, which includes at least one U.S. citizen or eligible immigrant, and any number of ineligible members based on immigration status. Mixed households that were participants on June 19, 1995, and who do not qualify for continued assistance at full subsidy, must be offered prorated assistance. Prorated assistance is calculated by determining the amount of assistance payable if all household members were eligible and multiplying that figure by the percent of the members who actually are eligible. The tenant payment is the gross rent minus the prorated assistance.

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CHAPTER 8

VOUCHER ISSUANCE AND BRIEFING SESSIONS
[24 CFR 982.301, 982.302]

INTRODUCTION

The procedures described in this Chapter are designed to ensure that applicants selected to participate in the Section 8 Program are given enough information and guidance to locate an acceptable housing unit. After eligibility has been determined, the applicant will be given a briefing session to explain how the Section 8 Program works. The briefing session will provide a broad description of landlord and tenant responsibilities, Program procedures, and steps to follow in finding a unit. The applicant will also receive a briefing packet which provides more detailed information about the Section 8 Program, including the portability provision. Under portability, a participant household may move to another jurisdiction with the Section 8 rental assistance.

A. VOUCHER ISSUANCE [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, Vouchers will be issued to applicants whose eligibility has been determined. The number of Vouchers issued will ensure that the Program is fully utilized.

B. BRIEFING SESSIONS [24 CFR 982.301]

A briefing session will be conducted after the applicant family has been determined to be eligible for assistance. The purpose of the briefing session is to explain the documents in the Voucher holder's packet to ensure that the head of household is fully informed about the Section 8 Program. This briefing session will prepare the tenant to discuss the Program with potential landlords and property managers. The Housing Authority staff will provide assistance whenever necessary to ensure that the tenant is successful in locating a unit.

A briefing packet will be given to the tenant which contains the following information:

1. The Voucher with the expiration date and the procedure to follow if an extension of time is needed.

2. A statement concerning rent reasonableness.

3. An explanation of the payment standards used in the Voucher Program. A sample case study will be included to illustrate how the amount of subsidy is calculated.

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4. A map of Burbank showing the boundaries of the geographical area under the jurisdiction of the Burbank Housing Authority.

5. A written statement concerning portability which explains that Burbank residents are allowed to move anywhere in the United States with their Voucher. Non-residents must move into the City of Burbank to participate in the Program. They would be required to live in Burbank for a period of one year before being allowed to move outside of Burbank.

6. A Request for Tenancy Approval form, a Rent Schedule to show the rents for other units in the same building, an IRS W-9 form and a Direct Deposit Authorization form all to be completed by the landlord.

7. Procedures for meeting the timelines for submission of the appropriate forms.

8. A sample lease to be used by the landlord and the *Addendum to the Lease* form for the landlord and tenant to sign.

9. The HUD brochure "A Good Place to Live."

10. The HUD brochure on lead-based paint.

11. Information on equal opportunity laws and a copy of the *Housing Discrimination Complaint* (HUD-903).

12. Information concerning the Southern California Housing Rights Center.

13. A list of available apartments that has been supplied by landlords who are interested in renting their units to Section 8 tenants.

14. The "Family Obligations" under the Section 8 Program as shown on the Voucher.

15. The grounds on which the Burbank Housing Authority may terminate assistance based on Program violations or failure to cooperate.

16. The Informal Hearing procedures, including the reasons why an Informal Hearing may be requested, and the procedures to request an Informal Hearing.

17. The HUD-required "tenancy addendum" that must be included in the lease.

18. A statement of the PHA policy on providing information about a family to prospective owners.

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19. An explanation of subsidy standards, including when the BHA will consider granting exceptions to the standards and when exceptions are required as a reasonable accommodation for persons with disabilities.

20. The advantages of areas that do not have a high concentration of low-income families.

21. Information on how to request a reasonable accommodation or modification including information on requesting exception payment standards as a reasonable accommodation. if the family includes a person with disabilities, the BHA is required to provide a current listing of accessible units known to the BHA and, if necessary, other assistance in locating an available accessible dwelling unit.

The printed material will be explained at the briefing session and the tenant will be encouraged to ask questions. The briefing session will emphasize the fact that the tenant has the ability to choose a unit that is geographically advantageous to be near employment, schools, medical facilities, childcare providers and any other service that may be required by the household. The tenant will be encouraged to keep in contact with the Housing Authority office to report on any difficulties that may be encountered in trying to locate a suitable unit. The BHA will also provide information regarding the reasonable accommodation process at this time.

The Burbank Housing Authority will comply with the reauthorized and amended Violence Against Women Reauthorization Act of 2022 (VAWA), which protects individuals who are survivors of domestic violence, dating violence, sexual assault and stalking, regardless of sex, sexual orientation, or gender identity from being evicted or terminated from housing assistance based on acts of such violence against them. More information in Chapter 11.

Requests to Move

An individual briefing session will be held for participants who will be issued Vouchers to move. These tenants will need to provide current income information and will need to provide a copy of the written 30-Day Notice to Move that they have given to their current landlord. A briefing session will be given to incoming and outgoing portable households.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing session, the tenant will be encouraged to locate housing that meets their individual needs. The Housing Authority does not select the location of the housing and

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leaves the freedom of choice entirely to the tenant. A map of Burbank, which shows the areas with the highest percentage of low-income residents, will be discussed. During the briefing session, the tenant will be encouraged to move outside of those areas.

D. DISCRIMINATION CLAIMS

Tenants who claim that they have been discriminated against will be encouraged to contact the Housing Authority and to report such violations. The tenants will be referred to the Southern California Housing Rights Center for counseling and investigation. The City of Burbank has a contract with this agency to handle any complaints concerning discrimination in housing. The head of household will be given the *Housing Discrimination Complaint* (HUD-903) to be filed with federal government.

E. TERM OF THE VOUCHER [24 CFR 982.303]

During the briefing session, the applicant will be issued a Voucher with a term of 60 calendar days. This document represents a contractual agreement between the Burbank Housing Authority and the tenant, which specifies the rights and responsibilities of each party.

Extensions

An eligible household may request an extension of the Voucher for an additional 60 calendar days. This request does not need to be in writing, but it must be requested prior to the expiration date of the Voucher. The head of household needs to provide an explanation of the efforts made to find a unit. The Housing Authority will assist the household in finding a suitable unit by providing updated listings of available apartments, online rental information, current listings from local newspapers, and negotiating with landlords as needed.

Suspensions

The PHA must provide for suspension of the initial or any extended term of the voucher from the date that the family submits a request for PHA approval of the tenancy (RTA) until the date the PHA notifies the family in writing whether the request has been approved or denied.

Expirations

The Voucher is valid for a total term of 120 calendar days. The household must submit a *Request for Tenancy Approval* within that period or the Voucher will expire. If the Voucher does expire, the head of household may request an Informal Review. For

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households with a person with a disability, an extension of 60 calendar days will be granted upon request as a reasonable accommodation. The Housing Authority does allow for suspensions (tolling) of time on the term of the Voucher.

F. PORTABILITY [24 CFR 982.353, 355]

Portability is the practice of Section 8 tenants being allowed to take their rental assistance with them when they move. A Program participant has a statutory right of nationwide portability to any jurisdiction where a Housing Authority is administering the Section 8 Voucher Program. The Housing Authority that issues the Voucher for the first time is called the initial Housing Authority. When the household relocates to another jurisdiction that Housing Authority is referred to as the receiving Housing Authority.

For admission to the Program, the household must be income eligible in the area where the household initially leases a unit with assistance. The receiving Housing Authority does not re-determine eligibility for a portable household that was already receiving assistance in the initial Housing Authority's Section 8 Program. However, for a portable household that was not already receiving assistance, the initial Housing Authority must determine whether the household is eligible for admission to the Receiving Housing Authority's Program.

Burbank residents will be allowed to move out of the jurisdiction during their first year on the Program if they desire. Non-residents need to live in Burbank for their first year of Program participation before being allowed to move to another jurisdiction. In order to qualify for portability, the household must be income eligible in the geographical area where the assisted unit is located.

The receiving Housing Authority must issue a Voucher to the Household. The term of the receiving Housing Authority Voucher may not expire before 30 calendar days from the expiration date of the initial PHA voucher. The receiving Housing Authority must determine whether to extend the Voucher term. The household must submit a Request for Tenancy Approval to the receiving Housing Authority during the term of the Voucher issued by the receiving Housing Authority.

Households that are moving out of Burbank will need to inform the Housing Authority of the location of the new unit. The Burbank Housing Authority will contact the receiving Housing Authority and send the agency the appropriate transfer documents. In situations where household are moving into Burbank under portability, the sending Housing Authority will need to follow the same procedure. If other Housing Authorities decide to bill the Burbank Housing Authority for tenants who moved out of Burbank, the payments will be made on a monthly basis to the appropriate Housing Authority at the same time as the other payments to landlords are made.

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G. VOUCHER ISSUANCE FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In instances where an assisted household is divided into two otherwise eligible components, due to divorce or legal separation, the tenants will need to decide which household component will receive the Voucher. A reduction in household size may require a reduction in the bedroom size shown on the Voucher.

H. REMAINING HOUSEHOLD MEMBER [24 CFR 982.315]

In cases where the head of household is no longer in the unit, the household member remaining in the unit may be entitled to continued assistance. The remaining household member must have been on the lease and must have been approved by the Burbank Housing Authority to be living in the unit before the head of household vacated. A live-in aide, by definition, is not a member of the household (although considered in household size for appropriate voucher issuance) and will not be considered a remaining member.

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CHAPTER 9

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

This Chapter describes the policies and procedures that pertain to processing the required forms to place a rental unit under the Section 8 Program. All of these procedures must be followed in the proper sequence and all documents must be executed by all parties before the first housing assistance payment is made.

A. REQUEST FOR TENANCY APPROVAL [24 CFR 982.305 (b)]

The *Request for Tenancy Approval* (RTA) is the first document that is signed when the tenant finds a suitable unit for the Program. This form must be signed by the landlord and the tenant and needs to be submitted to the Housing Authority during the period that the Voucher is valid. The information on the form will be reviewed to determine whether the unit qualifies for the Section 8 Program. The landlord must also submit a rent schedule for the other units in the building. The rent for the selected unit will be reviewed in comparison with the unassisted units. In addition, the landlord will need to provide proof of ownership, such as a grant deed or tax bill, and must sign the W-9 form for the IRS. If the property is managed by a professional property management company, a copy of the management agreement must be provided. The unit will be inspected after all of this documentation is received.

If the *Request for Tenancy Approval* cannot be approved for any reason, the landlord and the tenant will be contacted immediately. They will be advised concerning the steps that would be necessary to approve the unit. If the landlord does not want to take steps to change the circumstances, such as reducing the rent or making the repairs, then the tenant will be encouraged to look for another unit. At that time, the tenant will be given a new *Request for Tenancy Approval* form to be used elsewhere.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.352]

All typical structure types, including but not limited to single-family houses, condominiums, townhouses, multi-family apartment units and mobile homes are eligible for inclusion in the Section 8 Program. However, there are no existing mobile home parks in the City of Burbank. If at any point in the future, one such park is developed, this type of housing will be included as being eligible for participation in the Section 8 Program.

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C. SPECIAL HOUSING TYPES [24 CFR 982.601]

There are special housing types that are eligible for Section 8 assistance as a reasonable accommodation for a person with a disability. The participant must provide a certification from a medical professional that this type of housing is necessary. The following types of housing fall within this category:

Single Room Occupancy (SRO) Housing [24 CFR 982.604]

For a person residing in SRO housing, the payment standard is 75 percent of the zero-bedroom payment standard and the utility allowance is 75 percent of the zero-bedroom utility allowance.

Congregate Housing [24 CFR 982.608]

Unless there is a live-in aide, the household residing in congregate housing, the payment standard is the zero-bedroom payment standard amount. If there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard is the one-bedroom payment standard amount.

Group Home [24 CFR 982.613]

Unless there is a live-in aide, the payment standard for a person who resides in a group home is the lower of the payment standard for the household size or the pro-rata share of the payment standard for the group home size. The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Shared Housing [24 CFR 982.617]

An assisted household may live in shared housing with other assisted or unassisted residents including the owner of the residence. The payment standard is the lower of the payment standard for the household size or the pro-rata portion of the payment standard for the shared housing unit size. The utility allowance is the pro-rata portion of the utility allowance for the shared housing unit.

Cooperative Housing [24 CFR 982.619]

For this type of housing, the rent to landlord is the monthly carrying charge under the agreement between the assisted member and the cooperative. The carrying charge consists of the amount assessed to the member which covers the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. This monthly amount is subject to the rent limitations in the Section 8 Program.

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D. LEASE REVIEW [24 CFR 982.308]

The Housing Authority will provide a sample lease and will encourage the landlord to use that form. If the landlord submits a different lease, the Housing Authority may review the lease to determine if the lease complies with State and local law. The Housing Authority may decline to approve the tenancy if the Housing Authority determines that the lease does not comply with State or local law. House rules of the landlord may be attached to the lease as an addendum, provided that they do not violate any fair housing provisions and do not conflict with the *Addendum to Lease* form that is required by HUD.

E. RENT REASONABLENESS [24 CFR 982.507]

The Housing Authority will not approve a lease until it has been determined that the rent is reasonable compared to rents for unassisted units.

This determination will be made:

1. At initial lease-up,
2. Any time the landlord requests a rent increase,
3. When directed by HUD,
4. At the HAP contract anniversary if there is a 10 percent decrease in the published fair market rent (FMR) in effect 60 days before the HAP contract anniversary.

The Housing Authority may also re-determine reasonable rents at any time. The rent charged for a unit under the Section 8 Program cannot be the highest rent for that size unit in the building. Landlords will be required to provide rent schedules for all of the units in their building where the Section 8 unit is located.

The Housing Authority will maintain a Rent Comparable Reference Guide to be used to determine rent reasonableness. The items that will be included will be:

1. Number of bedrooms,
2. Square footage,
3. Quality,
4. Amenities (dishwasher, air conditioning, covered parking),
5. Age of unit,
6. Neighborhood, and
7. Unit type.

The listings in the Reference Guide will be updated annually. A point system to rate the comparability of units will be used and documented in the case file. At least three

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comparables will be used for new units (initial lease-up) and one comparable will be used when the landlord requests a rent increase.

Units considered assisted due to a rent restriction remain excluded from rent reasonableness determinations until the PHA is notified by the owner or otherwise determines that the rent restriction has expired, or the restricted rents are no longer below market.

F. INFORMATION TO LANDLORDS [24 CFR 982.307(B), 982.54 (d)(7)]

When landlords call the Burbank Housing Authority to obtain information concerning tenants, they will be told that information about tenants is not given to individuals. Landlords will be encouraged to follow their standard screening procedures to determine the suitability of Voucher holders as tenants. If a landlord needs to obtain specific information about a previous tenant who is still on the Section 8 Program, a staff person will call the tenant and request that the tenant call the landlord.

G. DISAPPROVAL OF LANDLORDS [24 CFR 982.306]

A landlord does not have a right to participate in the Section 8 Program. There are certain circumstances under which a property landlord will be disapproved for participation. These circumstances include but are not limited to:

1. HUD has informed the Burbank Housing Authority that the landlord has been disbarred, suspended, or subject to a limited denial of participation under federal regulations.

2. HUD has informed the Housing Authority that the federal government has instituted an administrative or judicial action against the landlord for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

3. HUD has informed the Housing Authority that a court or administrative agency has determined that the landlord has violated the Fair housing Act or other federal equal opportunity requirements.

4. The landlord has a conflict of interest with the Section 8 Program.

5. The landlord has violated his/her obligations under the Section 8 Program with other tenants.

6. The landlord has a history or practice of non-compliance with the Housing Quality Standards for units leased under the Section 8 Program.

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7. The landlord is verbally abusive or belligerent to any member of the Housing Authority staff.

8. The landlord threatens violence against any member of the Housing Authority staff.

9. The landlord is related to any household member as a parent, child, grandparent, grandchild, sister or brother. This restriction will be waived as a reasonable accommodation for a household that has a person with a disability.

H. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

In order to finalize the contract process, the landlord and the tenant will execute the Lease and the *Addendum to the Lease*. The landlord and the Housing Authority will execute the *Housing Assistance Payments Contract* and copies will be given to all parties. The unit must pass inspection prior to the first payment under the contract. Payments to landlords are made on the first day of the month unless the first falls on a weekend or holiday, then the payment will be made the first following business day. The term of the contract is specified on the documents as the first day of assistance. The contract continues as long as the tenant continues to receive assistance in that unit.

I. RECERTIFICATIONS [24 CFR 982.516]

The income of each participant household is required to be recertified annually. Third party verification will be obtained for income and assets. The recertification process will commence 90 days before the anniversary date of the Housing Assistance Payments Contract. Income limits are not used as a test for continued eligibility at recertification. The household remains eligible for participation as long as the tenant portion does not equal the rent.

J. RENT INCREASES

Rent increases in the Voucher Program must be given in writing to the tenant and the Housing Authority 60 days in advance. In all cases, the new rent must be considered reasonable when compared to unassisted units.

The Housing Authority will not approve a rent increase for a unit that is in failed HQS status or subject to abatement of Housing Assistance Payments.

K. CHANGE IN OWNERSHIP

The Housing Authority will process a change of ownership upon the request of the new landlord when it is accompanied by a copy of the escrow statement or a recorded grant

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deed showing the transfer of title. The new landlord must sign the W-9 form for the IRS. The Housing Authority will confirm that the Taxpayer Identification Number (TIN) matches the IRS records by ordering an online TinCheck report. All of this documentation must be complete before a payment is made to the new landlord. The recertification date for the tenant will remain the same.

L. MOVES [24 CFR 982.354]

The Program regulations allow households to move with continued assistance provided that they are in good standing with the Housing Authority. The household is informed that they should not move in the first year of a new Housing Assistance Payments Contract. However, there are situations that may necessitate the household to move.

These situations include the following circumstances:

1. The lease was terminated by mutual agreement between the landlord and the tenant.

2. The landlord has given the household a notice to vacate or has commenced an action to evict the tenant.

3. The household has given the landlord a written 30-Day Notice of Intent to Vacate and has provided a copy to the Housing Authority.

4. The lease for the old unit has termination because the Housing Authority has canceled the Housing Assistance Payments Contract for landlord breach of obligations or the unit does not pass inspection.

At the time of a move, the assistance will stop at the old unit at the end of the month in which the tenant ceases to occupy the unit. Assistance will start in the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the household moves. A move within the same building or project will be processed like any other move.

Households that owe the Burbank Housing Authority money under a Repayment Agreement must pay all monies owed in full before being allowed to move. This requirement may be waived if the inability to move would present a hardship to the tenant. Any exception to this rule would need to be approved by the Housing Administrator.

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CHAPTER 10

HOUSING QUALITY STANDARDS AND INSPECTIONS
[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards are the HUD minimum quality standards for the Section 8 Program. Units are required to meet these standards at both initial occupancy and during the term of the assistance. These standards apply to the unit, the building, and the premises. Newly leased units must pass the Housing Quality Standards inspection before the beginning date of assistance.

The Burbank Housing Authority will inspect each unit under the Section 8 Program at least once per year. Quality control inspections will be performed by a Housing staff member on at least five percent of all units under contract. This Chapter describes the procedures for performing Housing Quality Standards inspections and the time frames to be used for repairs. It also explains the responsibilities of the landlord and tenant as well as the consequences of non-compliance with the Housing Quality Standards requirements.

A. TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

Initial Inspections

At the time that the *Request for Tenancy Approval* is submitted, an initial inspection will be scheduled to be performed within five working days. The purpose of the initial inspection is to make sure that the unit meets the minimum requirements for decent, safe and sanitary housing, which are contained in the Housing Quality Standards. The requirements for the various items to be inspected are contained in the *HUD Inspection Report*. This report form is completed for all units approved for the Section 8 Program.

If a unit does not pass inspection, the landlord and tenant are notified immediately, and the landlord will be given 14 calendar days to make the repairs[3]. The landlord will be allowed to have two reinspection's to check that the repairs have been made. The maximum time period to make these repairs will be 30 calendar days. If the landlord does not make the repairs within the maximum time period, the tenant will need to find another unit. In addition, the utilities must be in service and the appliances must be present and in working order prior to the effective date of the *Housing Assistance Payments Contract*.

[3] The HQS Inspection Manual requires the Burbank Housing Authority Inspector to check for minimum standards of habitability. Using the guidance available, the inspector makes determinations as to whether or not a unit passes inspection. In recent years, bed bugs have reemerged in the United States. Inspectors will utilize the HQS Inspection Manual to determine if a bed bug infestation exists and subsequently the unit may fail the HQS inspection.

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Biennial Inspections

All units under the Section 8 Program will be inspected at least every two years. However, the Housing Authority reserves the right to inspect units more often as deemed necessary, such as units that do not pass inspection. Those units will be inspected as often as necessary, and more often than once every two years. The landlord and tenant are advised of the inspection date and they must make the unit available for inspection.

Move-Out Inspections

At the time that a tenant moves out of the unit, either the landlord or the tenant may request a move-out inspection in order to verify the condition of the unit.

Special Inspections

If at any time that the landlord or tenant notifies the Housing Authority that the unit does not meet Housing Quality Standards, a special inspection will be performed. The unit will be inspected, and the Inspector will notify the landlord and tenant of any repairs that need to be made. A special inspection may also be conducted as the result of a complaint by a responsible party, such as a property manager, that unauthorized people are living in the unit.

Quality Control Inspections [24 CFR 982.405(b)]

Each month a Housing staff member or other qualified person will conduct quality inspections of at least 5 percent of the total number of units under contract during the fiscal year. The unit sample must include only units that have been inspected within the preceding three months. The purpose of the quality control inspections is to ascertain that each inspector is conducting accurate and complete inspections. This procedure will also ensure that there is consistency among the inspectors in the application of the Housing Quality Standards. A log will be maintained to document the dates that the quality control inspections were conducted.

Time Standards for Repairs

1. Emergency items which endanger health or safety must be corrected by the landlord within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 calendar days.
3. For major repairs, time periods beyond 30 calendar days may be granted.

B. EMERGENCY REPAIR ITEMS [24 CFR 982.401(a)]

The following items are considered to be of an emergency nature and must be corrected within 24 hours of notice by the Inspector:

1. Missing doors.

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2. Waterlogged ceiling in imminent danger of falling.
3. Major plumbing leaks or flooding.
4. Natural gas leak or fumes.
5. Electrical problem which could result in shock or fire.
6. Lack of heat.
7. Utilities not in service.
8. Lack of running hot water.
9. Broken glass where someone could be injured.
10. Obstacle which prevents entrance or exit.
11. Lack of functioning toilet.

C. LEAD-BASED PAINT

The Burbank Housing Authority will notify property owners of their responsibility to remediate lead-based paint in accordance with EPA standards as outlined in CCR § 745.227. If an Inspector makes note of deteriorated (peeling, chipping, chalking, cracking or otherwise damaged) paint in a unit (during visual assessment inspections), the Inspector will notify the owner that he or she is legally required to hire an Environmental Protection Agency (EPA) certified tester to determine if lead-based paint exists; and to remediate, if necessary. Once assessment, and if required, remediation is complete, the report is required to be retained by the property owner for review at the request of the Burbank Housing Authority.

D. FAILED INSPECTIONS [24 CFR 982.405, 982.453] [24 CFR 982.404(b)]

If a unit fails to meet Housing Quality Standards, the Housing Authority will abate the rental assistance payment to the landlord. After the repairs have been made, an inspection will be conducted, and rental assistance payments will be resumed if the unit passes inspection. No retroactive payments will be made to the landlord for the period of time that the unit did not comply with the Housing Quality Standards.

E. OWNER AND FAMILY RESPONSIBILITY FOR HQS COMPLIANCE

The Housing Authority will require that owners maintain assisted units in compliance with Housing Quality Standards (HQS) at all times. A unit is considered in noncompliance when HQS deficiencies are identified during inspection, the owner is notified in writing, and the deficiencies are not corrected within the required timeframes.

- **Life-threatening** deficiencies must be corrected within 24 hours.
- **Non-life-threatening** deficiencies must be corrected within 30 days, or within a longer period approved by the BHA.

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The family is responsible for HQS deficiencies caused by the family or household members, including failure to pay family-paid utilities, failure to maintain family-supplied appliances, and conditions such as excessive clutter or poor housekeeping.

Families will be notified in writing with an appointment to come into the office for counselling if their annual inspection fails for poor housekeeping two consecutive years. If the family does not show improvement with their housekeeping habits, the Housing Authority may propose termination of the family's rental assistance for breach of HQS and violation of the program's Family Obligations.

F. DETERMINATION OF HQS NONCOMPLIANCE

A unit is considered in HQS noncompliance when:

1. HQS deficiencies are identified during inspection;
2. The owner has been notified in writing;
3. The deficiencies are not corrected within required or approved timeframes.

G. REINSPECTION AND RESUMPTION OF ASSISTANCE

Upon notification by the owner that all HQS deficiencies have been corrected, the Housing Authority will conduct a reinspection within a reasonable timeframe. If the unit passes HQS inspection within 60 days, or within a longer period approved by the Housing Authority, HAP will resume effective the date the unit is determined to be HQS compliant. No HAP will be paid for the period during which assistance was abated.

H. TERMINATION OF THE HAP CONTRACT DUE TO HQS NONCOMPLIANCE

If the owner fails to correct HQS deficiencies within 60 days of the notice of abatement, or within a longer period approved by the BHA, the BHA will terminate the HAP contract. The BHA will issue the family a voucher to relocate at least 30 days prior to the effective date of HAP contract termination.

I. RELOCATION AND VOUCHER SEARCH PERIOD

When the HAP contract is terminated due to owner-caused HQS noncompliance, the BHA will provide the family with at least 90 days to locate and lease a new unit. The BHA may grant extensions in accordance with Administrative Plan policies. Assistance may be terminated if the family is unable to lease a unit within the BHA-approved search period.

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J. NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE) [24 CFR, 5.703]

HUD is currently transitioning its HQS inspection requirements to the National Standards for the Physical Inspection of Real Estate (NSPIRE). The BHA shall comply with all NSPIRE requirements upon HUD's formal implementation mandate. Until such time, the BHA shall continue to administer inspections in accordance with the pre-NSPIRE protocols set forth in this chapter. Program participants and property owners shall be provided advance notice prior to the effective date of BHA's NSPIRE implementation.

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CHAPTER 11

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The federal regulations dictate circumstances when assistance must be denied or terminated due to willful action or inaction by the applicant or participant household. The Burbank Housing Authority has not established any other circumstances under which such action is necessary. There is a concerted effort made to inform applicants and participants about their responsibilities and obligations under the Section 8 Program. At the initial briefing session, the requirements of the Program are discussed with the head of household and the reasons for denial or termination of assistance are explained. This Chapter also describes the situations where the Housing Authority is required to deny or terminate assistance.

VIOLENCE AGAINST WOMEN AND REAUTHORIZATION ACT OF 2022 (VAWA)

The Burbank Housing Authority will comply with the reauthorized and amended Violence Against Women Reauthorization Act of 2022 (VAWA). VAWA protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity from being evicted or terminated from housing assistance based on acts of such violence against them. Victims will need to complete any of the HUD forms that would best apply to their situation under current law, signed and submitted by the family along with written certification from a knowledgeable professional. Finally, staff will follow HUD rules and regulations when an applicant, resident, or tenant requests admission or continued residency as a result of being a self-petitioner under VAWA (non-citizen victims) and will have on file an Emergency Transfer Plan as required by HUD. HUD's Offices of Fair Housing and Equal Opportunity and General Counsel will enforce VAWA 2022 using existing Fair Housing Act complaint process. The BHA will continue to comply as regulations and policies are issued and implemented by HUD.

VAWA 2022 revises the definition of "domestic violence" and adds the definitions of "economic abuse" and technological abuse as noted in the Glossary."

A. GROUNDS FOR DENIAL OF ASSISTANCE TO APPLICANTS [24 CFR 982.552 and 982.553]

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A person who applies for the Section 8 Program is considered an applicant from the time that the initial application is submitted and ends with the expiration of the Voucher or the execution of a Housing Assistance Payments Contract. Applicants will have their admission denied for any of the following as mandated by HUD and outlined in Chapter 2:

1. If any member of the applicant family fails to sign and submit the HUD or Housing Authority required consent forms for obtaining information.
2. If no member of the applicant family is a citizen of the United States or eligible immigrant.
3. If an individual in the applicant family is convicted of manufacturing or producing methamphetamine.
4. If any member of the applicant family is subject to a lifetime registration requirement under a state sex offender registration program.

In addition, applicants may have their ability to participate in the Program denied due to the following reasons:

1. The existing applicant family income at the time eligibility is reviewed exceeds the limits for the Program.

2. Any adult member of the applicant family has a conviction for drug-related or is or has been currently engaged in drug-related or criminal activity as outlined in Chapter 2 – Section F, Eligibility for Admission.

3. Any adult member of the applicant family that has a conviction for violent criminal activity as outlined in Chapter 2 – Section F, Eligibility for Admission.

4. Pursuant to the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the use of medicinal marijuana constitutes use of an illegal drug and is grounds for denial in this federally funded Program. The Burbank Housing Authority may admit an applicant family with a member that no longer uses medicinal marijuana by including the following for review:

    a. Certifies in writing that he or she is not currently engaged in the use of medicinal marijuana, and

    b. Either provides verifiable documentation from a physician of having successfully completed a supervised drug rehabilitation program since the last instance of medicinal marijuana use, or

    c. Provides verifiable documentation from a physician that he or she is no longer using medicinal marijuana.

5. Any adult member of the applicant family violates the “Family Obligations” under the Section 8 Program as listed in Section D of this Chapter.

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6. Any member of the applicant family engages in or threatens abusive or violent behavior toward Burbank Housing Authority personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial of assistance. Threatening behavior refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for denial of assistance. A detailed policy related to this item is on file with the Burbank Housing Authority Office.

B. GROUNDS FOR TERMINATION OF ASSISTANCE TO PARTICIPANTS

[24 CFR 982.552, 982.553]

A tenant is considered a participant from the time that a Housing Assistance Payments Contract is executed, and first rental assistance payment is made. Termination of assistance will occur under the following circumstances:

1. Any member of the household commits drug-related, violent or other criminal activity as described in Section C of this Chapter.

2. Any member of the household violates any one of the "Family Obligations" under the Section 8 Program as listed Section D of this Chapter.

3. The head of household breaches the terms of a Repayment Agreement with the Burbank Housing Authority to repay amounts owed.

4. The household has had a zero rental assistance payment for a period of 180 days due to the fact that the household income is so high that the tenant portion equals the rent.

5. Any member of the household engages in or threatens abusive or violent behavior toward Burbank Housing Authority personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination of assistance. Threatening behavior refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination. A detailed policy related to this item is on file with the Burbank Housing Authority Office.

6. If it is determined existing participants are using medicinal marijuana, defined by the U.S. Department of Housing and Urban Development as marijuana which, when recommended by a physician to treat a serious illness such as

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AIDS, cancer, or glaucoma is legal under California State Law, the Burbank Housing Authority will issue a warning to the participant that use of medicinal marijuana is grounds for termination of assistance.4 The Burbank Housing Authority will offer conditions on assistance to the family and the family must sign the agreement acknowledging that they understand the policy. If the family violates the terms of the Burbank Housing Authority's agreement, program assistance may be terminated.

Participants who have been convicted of manufacturing or producing methamphetamine on the premises of an assisted housing project will have their assistance terminated and will be permanently ineligible for future participation in the Section 8 Program. The Burbank Housing Authority will not deny admission to or terminate assistance under the Section 8 Program for a tenant or an immediate family member if any members of the household are victims or threatened victims of domestic violence, dating violence, sexual assault, stalking, economic abuse, or technological abuse.

If the tenant claims that the denial or termination of assistance is based upon behavior resulting from a disability, the Housing Authority will refer the matter to the ADA Coordinator for the City of Burbank. The ADA Coordinator will review the case to determine if there is an accommodation which would negate the behavior resulting from the disability. This referral will occur before any final determination is effective.

C. "ONE STRIKE" POLICY [HUD Notice PIH 96-27]

The "One Strike" Policy established by HUD is designed to emphasize the fact that federally assisted housing is intended to provide a decent, safe and sanitary place to live and raise families. Assisted housing is not meant to be a place to commit crime, to use drugs, to sell drugs or to terrorize neighbors. It is the intention of the Burbank Housing Authority to fully endorse and implement a policy which is designed to encourage a safe and drug-free community and to keep Program participants free from threats to their personal safety.

Notice of Termination of Assistance

If an adult member of the household is convicted of or engaged in drug-related, violent criminal activity or other criminal activity during the time that the household is participating in the Section 8 Program, the Housing Authority will terminate assistance. In this case, the Housing Authority will give the household a written notice that contains the following information:

4 The Quality Housing and Work Responsibility Act (QHWRA) of 1998 (42 U.S.C. 13661) prohibits the illegal use of controlled substances, including state legalized medicinal marijuana, in housing assistance programs. State laws that legalize medicinal marijuana directly conflict with requirements set forth in QHWRA and are thus subject to federal preemption.

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1. The effective date of the proposed termination,

2. The reason(s) for the proposed termination,

3. The participant's right to request an Informal Hearing to be held before the termination of assistance.

4. The date by which the written request for an Informal Hearing must be received by the Housing Authority.

The Housing Authority will simultaneously provide a written notice of the Housing Assistance Payments Contract termination to the landlord. This notice will not include any details regarding the reason for the termination of assistance.

Confidentiality of Criminal Records

The Housing Authority will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed after the purpose for which it was requested is accomplished. All criminal reports, while needed, will be housed in a locked file with access limited to Housing Authority personnel. If the household is deemed eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer necessary for such determination. If the household's assistance is denied or terminated, the criminal record information shall be shredded upon completion of the review or hearing procedures and a final decision has been made. The Housing Authority will confirm the destruction date with the City Attorney's office before any documents are destroyed. The circumstances of the criminal report and the date that the report was destroyed will be included in the case file.

D. FAMILY OBLIGATIONS [24 CFR 982.551]

In the Section 8 Program, there are certain requirements that applicants and participants must meet in order to remain eligible for Section 8 assistance. These obligations are included in the initial briefing packet and are discussed with new participants. These requirements are sent out to the participants annually at the time of recertification. The family obligations under the Section 8 Program include:

1. The household must supply any information that the Housing Authority or HUD determines is necessary in the administration of the Program, including submission of required evidence of continuing eligibility, including but not limited to citizenship or eligible immigration status (as provided by 24 CFR part 5), and any other additional information, certification, release or other documentation.

2. The household must supply any information requested by the Housing Authority or HUD for use in a regularly scheduled reexamination or interim

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reexamination of household income and composition in accordance with HUD requirements.

3. The household must disclose and verify Social Security Numbers (as provided by 24 CFR part 5, subpart B) and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 5, subpart B.

4. All information supplied by the household must be true and complete.

5. The household is responsible for any Housing Quality Standards breach caused by the household as described in 982.404(b).

6. The household must allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.

7. The household may not commit any serious or repeated violations of the lease.

8. The household must notify the landlord and, at the same time, notify the Housing Authority before moving out of the unit or terminating the lease.

9. The household must promptly give the Housing Authority a copy of any owner eviction notice.

10. The household must use the assisted unit for residence by the household. The unit must be the household's only residence.

11. The household must promptly inform the Housing Authority of the addition of any members to the household. This requirement includes additions to the household from birth, adoption or court-awarded custody of a child. The addition of adult household members will require screening for drug-related or violent criminal activity convictions.

12. The household must promptly notify the Housing Authority if any household member no longer resides in the unit.

13. If the Housing Authority has given approval, a foster child or a live-in aide may reside in the unit. If the household does not request approval or Housing Authority approval is denied, the household may not allow a foster child or live-in aide to reside with the assisted household.

14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to the primary use of the unit as a residence by members of the household.

15. The household must not sublease or let the unit.

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16. The household must not assign the lease or transfer the unit.

17. The household must supply any information or certification requested by the Housing Authority to verify that the household is living in the unit. Conversely, the household must promptly notify the Housing Authority of any household absences from the unit.

18. The household must not own or have any interest in the unit, unless authorized under the homeownership provision of the Section 8 Program or as a reasonable accommodation for a person with a disability.

19. The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with the Section 8 Program.

20. The members of the household may not engage in drug-related, violent criminal activity or other criminal activity (as outlined in Chapter 2 of this Administrative Plan) that may threaten the health, safety or right to peaceful enjoyment of the premises by other resides or person residing in the immediate vicinity.

21. The members of the household must not abuse alcohol or engage in other disruptive intimidating or abusive activity in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

22. Members of the household may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

E. HOUSING ASSISTANCE PAYMENTS CONTRACT TERMINATION [24 CFR 982.311]

The Housing Assistance Payments Contract (“Contract”) is the contract between the landlord and the Housing Authority which defines the responsibilities of both parties. The term of the Contract is the same as the term of the lease agreement between the landlord and the tenant. After the first year of participation, the lease becomes a month-to-month rental agreement. The Contract may be terminated by the Housing Authority or the landlord. The tenancy may be terminated by the tenant or the landlord.

No future subsidy payments on behalf of the household will be made after the month in which the Contract is terminated. If the household continues to occupy the unit after the Section 8 Contract is terminated, then the household will be responsible for the total amount of rent due to the landlord. If the household decides to move and is still eligible for the Program, then the assistance will be transferred to another unit.

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Any time that the Housing Authority proposes termination of the Housing Assistance Payments Contract, the participant will be given an opportunity for an Informal Hearing. The Housing Authority will give both the participant and the landlord a written 30-Day Notice of Termination. The Housing Assistance Payments Contract will be terminated in the following situations:

1. When the Housing Authority terminates assistance to the participant household.

2. When the household is required to move from a unit due to overcrowding.

3. When the unit does not pass the Housing Quality Standards inspection.

4. When there has been a zero rental assistance payment for 180 days due to the tenant portion of the rent being equal to the rent.

5. When funding is no longer available under the Annual Contributions Contract from the federal government.

F. TERMINATION OF TENANCY BY THE LANDLORD [24 CFR 982.310, 982.455]

If the landlord wishes to terminate the tenancy, the eviction procedures found in the California Civil Code must be followed. The landlord must provide the Housing Authority with a copy of the eviction notice. Housing assistance payments will continue while the tenant remains in the unit provided that the unit meets the Housing Quality Standards. By accepting the monthly payment from the Housing Authority, the landlord certifies that the tenant is still in the unit, the rent is reasonable, the unit is in good condition, and the landlord is in compliance with the Housing Assistance Payments Contract.

G. TERMINATION OF TENANCY BY THE PARTICIPANT [24 CFR 982.309(b)(2)

The participant is not a party to the Housing Assistance Payments Contract, but the Contract will terminate at such time as the household moves out of the unit. The Housing Authority cannot make housing assistance payments for the unit after the household vacates. The household cannot move out of the unit in the first year of lease unless the landlord consents.

H. PROGRAM TERMINATION FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]

Participant households without U.S. citizens or eligible immigrants are not eligible for the Section 8 Program. If a participant household becomes ineligible due to no eligible members, the Housing Assistance Payments Contract will be terminated. If any member of the household claims eligible immigrant status, but the Immigration and Naturalization

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Service (INS) primary and secondary verifications fail to document the eligible status, the household may make an appeal to the INS. Assistance may not be terminated while verification of the eligible immigration status is pending. Prior to the time that the assistance is terminated, the household will be offered an Informal Hearing.
Assistance to the household may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. In addition, assistance to a participant household may not be terminated or denied while the Housing Authority Informal Hearing is pending. However, assistance to an applicant household may be delayed pending the Housing Authority Informal Review.

INS Determination of Ineligibility

If a household member claims to be an eligible immigrant and the INS verification system and manual search do not verify the claim, the Housing Authority will notify the applicant or participant. The notice will be sent within 10 calendar days of determination to inform the household of their right to appeal to the INS within 30 calendar days. The household may also request an Informal Hearing with the Housing Authority either in lieu of or subsequent to the INS appeal. If the household appeals to the INS, they must give the Housing Authority a copy of the appeal and proof of mailing or the Housing Authority may proceed to deny or terminate assistance. The time period to request an appeal may be extended by the Housing Authority for good cause.

The written request for an Informal Hearing must be received by the Housing Authority within 30 calendar days from the date of the letter sent to the applicant or participant. If an appeal was made to the INS, then the request for Informal Hearing must be made within 30 calendar days of receipt of that notice. After receipt of the written request, an Informal Hearing will be conducted in accordance with the procedures described in Chapter 13 for participants. If the Hearing Officer decides that the individual is not eligible, and there are no other eligible household members, then the Housing Authority will deny assistance to the applicant household.

If there are eligible members in the household, the Housing Authority will offer to prorate the assistance or give the household the option to remove the ineligible members. There are other situations that pertain to the Non-Citizen Rule and involve the following actions:

1. If any household member fails to provide documentation or certification as required by the federal regulations, then that member is treated as ineligible.

2. Participants whose termination is carried out after temporary deferral may not request an Informal Hearing at time of termination because they had an

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opportunity to request one at the time of the eligibility determination.

3. Participants whose assistance is pro-rated are entitled to an Informal Hearing based on the grounds that their portion of the rent is being redetermined.

4. Households who are denied participation or are terminated from assistance for fraud in connection with the Non-Citizen Rule are entitled to an Informal Hearing.

Temporary Termination [24 CFR 5.514 (c)(1)(iii)]

If the Housing Authority determines that a household member has knowingly permitted another individual who is not eligible for assistance to reside on a permanent basis, the Housing Authority will terminate assistance for a period of 24 months. This provision does not apply if the ineligible household member was taken into consideration for proration of assistance.

I. TERMINATION OF HAP CONTRACT AND HOUSING CHOICE VOUCHERS (HCV) DUE TO INSUFFICIENT FUNDING [24 CFR 982.454]

The Housing Choice Voucher program regulations allow the Housing Authority to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the Consolidated Annual Contributions Contract (CACC) is insufficient to support continued assistance for families participating in the program.

The Housing Authority will determine whether there is sufficient funding to pay for currently assisted families. Prior to terminating any HAP contracts, the Housing Authority will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures, there is not enough funding available to provide continued assistance for current participants, the Housing Authority will terminate HAP contracts as a last resort.

Before terminating HAP contracts, the Housing Authority will notify the HUD field office and the Financial Management Center (FMC). In addition, the Housing Authority Board must approve any HAP contract terminations due to insufficient funding.

The Housing Authority will terminate HAP contracts and/or cancel HCV in the following order:

1. Cancel all outstanding vouchers issued to applicants from the waiting list.
2. Contact receiving Housing Agencies to request absorption of portable contracts.
3. Cancel all outstanding vouchers for participants who are not currently being assisted in a contracted unit.
4. Participants with zero HAP contracts.

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5. Participants residing in income-restricted units including those properties with tax credits funds, HUD funding, former redevelopment agency funding, etc.
6. Participants with disregard income. Disregard income may include:
   a. Wages from adult full-time students.
   b. Foster care payments.
   c. Adoption assistance payments.
   d. Lump sum additions to household income (Inheritances, insurance settlements, etc.).
7. Participants that are non-elderly and non-disabled households.
8. Participants that are elderly and disabled households.
9. Participants with Special Purpose Vouchers (SPVs).

Participants whose termination was the result of insufficient funding will not be automatically reinstated when funding becomes available. Terminated participants will need to reapply for the HCV program once the waiting list is open. Reapplying does not guarantee the family will be selected to participate in the HCV program. Applicants will be placed on the waitlist in accordance with the Chapter 4 of the BHA Administrative Plan.

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CHAPTER 12

REPAYMENT/RECOVERY OF OUTSTANDING DEBTS

[24CFR 982.453(b), 982.552 (v)(vii)]

INTRODUCTION

This Chapter describes the policies to be followed to recover funds that are owed by tenants and landlords to the Burbank Housing Authority. In an effort to prevent overpayments, the Burbank Housing Authority informs Program participants about the Section 8 Program rules and regulations on a regular basis. Before a debt is assessed, the participant or the landlord will be given ample opportunity to present documentation that would dispute the Housing Authority assertion that an overpayment has been made. The case file will contain written documentation concerning the cause of the overpayment and the calculations to determine the amount of the debt. The Burbank Housing Authority will use a variety of collection methods to recover debts including, but not limited to:

1. Repayment agreements
2. Collection agencies
3. Abatements
4. Reductions
5. Income tax set-off programs
6. Civil Suits
7. Credit bureaus
8. Prosecutions

A. REPAYMENTS

There are situations where participants do not report changes in household income and receive more rental assistance than they are entitled to under the Program regulations. Case Managers will meet with participants to review the overpayment calculation and participants may submit any additional documents or paperwork relevant to the situation at this time. At the conclusion of this meeting, participant will be required to sign an Overpayment and Repayment Agreement that states the participant has 60 days to begin reimbursing the Housing Authority. Failure to sign the Agreement may result in termination of assistance. If the payment is not made within the 60 day period, the rental assistance may be terminated. If an overpayment occurs in the future due to the tenant's failure to report changes, the rental assistance may be terminated based on the amount of the overpayment. A second Repayment Agreement may be offered if the second overpayment, combined with the first overpayment, is not over $10,000. Under no circumstances, however, will a participant be offered a third Repayment Agreement. In the case of a third overpayment, rental assistance will be terminated for failure to comply with Program requirements.

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B. REPAYMENT AGREEMENTS FOR PARTICIPANTS

[24 CFR 982.552(c)(1)(v)(vii)]

Tenants will be offered a Repayment Agreement to recover the amount owed. A Repayment Agreement is the document entered into between the Housing Authority and the participant who owes the debt.

This agreement will contain the following information:

1. The reason for the overpayment.
2. The total amount of the overpayment.
3. A statement that failure to make a payment may result in termination of assistance.
4. A statement that the entire overpayment must be repaid before the participant can voluntarily move to another unit.
5. A statement that the participant must report all future changes in income and that a second violation may result in termination of assistance.
6. A statement that a third violation will result in termination of assistance.
7. Remedies available to the Housing Authority upon default of the agreement.

The typical arrangement for repayment of the debt will be to offer the participant the opportunity to repay the full amount in one lump sum or to make payments in the amount of $100 per month, or other amount affordable to the participant. The monthly payments must be received by the 10th of the month in order to be considered current. The Housing Authority will not charge interest on the amount that is owed.

There are situations where a tenant, who is current in making payments, would need to move to another unit before the debt is paid in full. In these instances, the Housing Authority will approve such a move if one of the following conditions is met:

1. The household size exceeds the maximum occupancy standards.
2. The Section 8 contract is terminated due to actions of the landlord.
3. The unit is declared to be uninhabitable due to a natural disaster.

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C. LANDLORD DEBTS TO THE HOUSING AUTHORITY [24 CFR 982.453(b)]

If the Housing Authority determines that the landlord has retained a rental assistance payment that the landlord is not entitled to, the Housing Authority will request reimbursement. If the landlord refuses to pay, then the Housing Authority may deduct the amounts from future rental assistance payments for any other units owned by that landlord. If future payments are not sufficient to recover the amount owed, the Housing Authority will require the landlord to pay the amount in full before being allowed to participate in the Section 8 Program in the future.

D. CRITERIA FOR INVESTIGATION OF SUSPECTED FRAUD AND ABUSE

The Housing Authority has the expectation that participants will comply with HUD requirements, provisions of the Voucher, and other Program rules. Staff will make a diligent effort to orient and educate all households in order to avoid unintentional violations. However, the Housing Authority has a responsibility to the federal government, to the community, and to eligible households in need of housing assistance to follow up on indicators of possible fraud and abuse. Under no circumstances will the Housing Authority arbitrarily undertake an inquiry or an audit of a participant household. The Housing Authority will initiate an investigation of a participant household in the event of one or more of the following:

Referrals, Complaints, or Tips. The Housing Authority will follow up on referrals from other agencies, companies or individuals which allege that a participant is in non-compliance with or is violating Program rules. Such follow-up will be made provided that the referral contains at least one item of information that is independently verifiable. The case file will be documented concerning the allegation.

Internal File Review. A follow-up will be made if Housing Authority staff discovers that information in the case file is in conflict with previous file data. Information received from the household which contradicts previous information will be pursued.

Verification of Documentation. A follow-up will be made if the Housing Authority receives independent verification conflicts with information in the case file. These documents may include computer matching reports from other agencies.

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CHAPTER 13

COMPLAINTS AND APPEALS

INTRODUCTION

It is the duty of the Burbank Housing Authority to comply with all Section 8 Program regulations and to exercise a superior level of customer service. All complaints received by the Housing Authority will be taken seriously. There is an appeal process for both applicants and participants who disagree with an action, decision or inaction of the Housing Authority. This Chapter describes the policies, procedures and standards to be used when applicants or participants disagree with Housing Authority decisions. The procedures for Informal Reviews and Informal Hearings will be explained in this section. It is the policy of the Burbank Housing Authority to ensure that all households have the benefits and protections due to them under the law.

A. COMPLAINTS TO THE HOUSING AUTHORITY

The Housing Authority will respond promptly to complaints from applicants, participants, landlords, employees and members of the public. All complaints will be documented in the case file or in the form of a memorandum to the file. Complaints against Housing Authority staff will be referred to the Housing Specialist for initial resolution. If the Housing Specialist is unable to resolve the matter, the complaint will be forwarded to the Housing Authority Manager. If the situation still cannot be resolved, the complaint will be forwarded up the chain of command for resolution.

B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

[24 CFR 982.54(d)(12), 982.554]

When the Housing Authority determines that an applicant is ineligible for the Program, a written notification will be mailed out that specifies the reason and the procedure for requesting an Informal Review. Housing Authority decisions that require the opportunity for an Informal Review include denial of placement on the Section 8 Applicant Waiting List or denial of a claimed preference. If the Housing Authority does not issue a Voucher to an ineligible applicant or does not allow the applicant to participate in the Program after being issued a Voucher, the applicant has the right to request an Informal Review.

There are situations where applicants are not entitled to an Informal Review. Disputes concerning certain established policies and procedures of the Housing Authority, even though they are the basis for a decision to deny assistance to the applicant family, are not included in the Informal Review process.

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The decisions that are not subject to an Informal Review include:

1. Discretionary administrative determinations by the Housing Authority.
2. General policy issues or class grievances.
3. Refusal to extend a Voucher beyond the 120-calendar day maximum.
4. Disapproval of a unit to be placed on the Program.
5. Disapproval of a lease provided by a landlord.
6. Determination that a unit does not meet Housing Quality Standards, including overcrowding.

Request for Informal Review

A request for an Informal Review must be received within 14 calendar days from the date of the Housing Authority written notice of assistance denial. Requests should be in writing for proper documentation, but may be verbal.

Procedure for Informal Review

The Housing Authority Manager or his/her designee will conduct the Informal Review. Information submitted during the informal review shall be limited to the documents and information received prior to the deadline provided by the Burbank Housing Authority. New information not provided within timeframes and deadlines specified, will not be accepted during the Informal Review process. A meeting is not required for this process, however, should a meeting be requested it will be scheduled. The applicant may have an attorney or other representative present at the applicant's own expense. If the tenant requests it, the Housing Authority will have an interpreter available whenever possible.

A written notice of the results of the Informal Review will be sent to the applicant within 14 calendar days of completion of the review process. The notice shall include the decision of the Housing Authority Manager or his/her designee and an explanation of the reasons for the decision. The request for an Informal Review, the supporting documentation, and a copy of the notice of the final decision will be retained in the case file.

C. INFORMAL HEARING PROCEDURES FOR PARTICIPANTS

[24 CFR 982.555 (a-f), 982.54(d) (13)]

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Current participants of the Section 8 Program have the right to request an Informal Hearing within timeframes and deadlines specified when an action adversely affects them. The Housing Authority must provide participants with the opportunity for an Informal Hearing to consider whether Housing Authority decisions are in accordance with HUD regulations and this Administrative Plan. The following areas are subject to the Informal Hearing procedures:

1. Calculation of the household income and the computation of the housing assistance payment.

2. Appropriate utility allowance used from the established schedule.

3. Determination of the number of bedrooms shown on Voucher.

4. Determination that the household is not entitled to an exception under the subsidy standards.

5. Decision to terminate assistance due to action or failure to act by the household, including overpayments, and Housing Quality Standards violations caused by the household.

6. Decision to terminate a Contract of Participation under the Family Self-Sufficiency Program and the forfeiture of escrow account.

Participants are <u>not</u> entitled to an Informal Hearing to dispute established policies and procedures of the Housing Authority, such as:

1. Discretionary administrative determination by the Housing Authority.

2. General policy issues or class grievances.

3. Amounts shown on the Utility Allowance Schedule.

4. Refusal to extend a Voucher beyond the 120-day maximum.

5. Disapproval of a unit to be placed on the Program.

6. Disapproval of a lease provided by a landlord or disapproval of a landlord.

7. Determination that a unit does not meet Housing Quality Standards due to deficiencies that are the responsibility of the landlord.

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8. Determination that the unit is overcrowded.

9. Housing Authority determination to exercise or not exercise any right or remedy against the landlord under the Housing Assistance Payments Contract.

When the Housing Authority determines that it is necessary to propose termination of assistance, the household will be provided with a written notification that contains the following information:

1. The proposed action or decision of the Housing Authority,

2. The date the proposed action or decision will take place,

3. Citation of the regulation used as the basis for the Housing Authority decision,

4. The procedures for requesting an Informal Hearing, and

5. The time limit for requesting an Informal Hearing.

Notification of Hearing

The Housing Authority will schedule an Informal Hearing subject to the earliest availability of the Hearing Officer. A notice of hearing will be sent to the household and will contain the following information:

1. The date and time of the Informal Hearing,

2. The location where the Informal Hearing will be held,

3. The participant's right to bring evidence, witnesses, legal counsel, advocate or other designated representative at their own expense,

4. The participant's right to view any documents or evidence upon which the decision for the proposed action was based. The participant may obtain a copy of such documents prior to the Informal Hearing.

The Informal Hearing

The Informal Hearing shall be conducted by a Hearing Officer, who is a representative from the Los Angeles County Bar Association Dispute Resolution Service. The Hearing Officer will record the Informal Hearing and the audio file will be retained by the Housing Authority after the final decision is rendered. The Informal Hearing shall concern only the issues which are relevant to the Housing Authority action or decision that is being

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contested. Evidence presented at the Informal Hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. No documents may be presented which have not been provided to the other party before the Informal Hearing, if they were requested by the other party. Documents include records and regulations. At the Informal Hearing, participants have the right to:

1. Present written or oral objections to the Housing Authority's determination.

2. Examine the documents in the file which are the basis for the Housing Authority's action, and all documents submitted to the Hearing Officer.

3. Copy any relevant documents at their own expense.

4. Present any information or witnesses pertinent to the issue of the Informal Hearing.

5. Request that Housing Authority staff be available or present at the Informal Hearing to answer questions pertinent to the case.

6. Request that the Housing Authority provide an interpreter.

7. Be represented by legal counsel, advocate, or other designated representative at their own expense.

At the Informal Hearing, the Housing Authority has the right to:

1. Present evidence and any information pertinent to the issue of the Informal Hearing.
2. Be notified if the participant intends to be represented by legal counsel, advocate or another party.

3. Examine and copy any documents to be used by the participant prior to the Informal Hearing.

4. Have the Housing Authority attorney present.

5. Have staff persons or witnesses who are familiar with the case in attendance. During the Informal Hearing, the Hearing Officer may ask the household for additional information. The Hearing Officer may adjourn the Informal Hearing in order to reconvene at a later date, before reaching a final decision. Based upon the evidence and testimony provided at the Informal Hearing, the Hearing Officer will determine whether the action, inaction or decision of the Housing Authority is proper in accordance with HUD regulations and this Administrative Plan. Factual determinations relating to the individual circumstances of the

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household will be based on a preponderance of the evidence presented at the Informal Hearing. All requests for an Informal Hearing, supporting documentation, and a copy of the final decision will be retained in the case file.

A written notice of the final decision of the Hearing Officer will be provided to the Housing Authority within 30 calendar days of the date of the Informal Hearing. The participant will be given a written notice within 14 calendar days concerning this decision and that notice will contain all of the following information:

1. A clear summary of the decision and reasons for the decision.

2. The amount of monies owed, if applicable.

3. Documentation of the calculation of monies owed.

4. The date the decision goes into effect.

D. MITIGATING CIRCUMSTANCES FOR PARTICIPANTS WITH DISABILITIES

[24 CFR, 982.552(c)]

During the Informal Hearing process, participants will be informed in writing that the presence of a disability as defined in the Americans with Disabilities Act may be considered as a mitigating circumstance. An example of a mitigating circumstance would be a person with a cognitive disorder not understanding the requirement to report increases in income or the importance of making regularly scheduled payments on a Repayment Agreement. Participants who claim this mitigating circumstance will have their cases referred to the City of Burbank ADA Coordinator to engage in the interactive process as required by State and Federal laws.

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CHAPTER 14

FAMILY SELF-SUFFICIENCY PROGRAM AND SPECIAL PROVISIONS FOR USE OF TARGETED VOUCHERS

INTRODUCTION

The Family Self-Sufficiency (FSS) Program was created by the National Affordable Housing Act of 1990 and became a mandatory requirement for the receipt of Housing Choice Voucher funding in 1993. The intention of the Program is to leverage public and private sector resources to Housing Choice Voucher participants to achieve economic independence. The FSS Program offers a financial incentive to participants through the establishment of an escrow account which becomes available to the household upon successful completion of their Contract of Participation. The original purpose of the FSS Program has been incorporated in the federal welfare reform legislation of 1996 and consequently the FSS Program is gradually being phased out of the Housing Choice Voucher Programs. The information in this Chapter refers to the FSS requirements and procedures for those tenants who have chosen to participate in the FSS Program. The minimum size of the FSS Program will be reduced over time through attrition.

A. PROGRAM SIZE REQUIREMENTS [24 CFR 984.101]

Each time that the Housing Authority received additional funding from HUD during the period of October 1, 1993, through October 20, 1998, it was mandated that those units be designated as FSS Certificates or Vouchers. During that time period, the Burbank Housing Authority received 50 additional Certificates and Vouchers which made the minimum FSS Program size 50. The Housing Choice Voucher regulations have been changed to state that any FSS participants who successfully complete their Contract of Participation obligations after October 21, 1998, will reduce the minimum size of the FSS Program by that number. This process will continue until FSS is phased out completely.

B. CONTRACT OF PARTICIPATION

In order to participate in the FSS Program, the head of household must sign a Contract of Participation. By regulation, the contract of participation is considered to be concluded when the FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof. This contract may be extended if the participant needs additional time to accomplish certain goals. The FSS Case Manager and the participant develop short term and long-term goals that need to be accomplished in order to move forward in education and work experience. The Contract specifies the tenant responsibilities and the timelines to be followed. The FSS Case Manager will provide the participant with various resources and referrals concerning education and job placement. The Contract of Participation will be

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monitored annually to evaluate progress and to make modifications to short term goals if necessary. Contract of participation may be extended for good cause to include:

(i) Circumstances beyond the control of the FSS family, as determined by the PHA or owner, such as a serious illness or involuntary loss of employment;
(ii) Active pursuit of a current or additional goal that will result in furtherance of self-sufficiency during the period of the extension (e.g., completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.) as determined by the PHA or owner or
(iii) Any other circumstances that the PHA or owner determines warrants an extension, as long as the request is reasonable and the PHA or owner is consistent in its determination as to which circumstances warrant an extension.

C. ESCROW ACCOUNT

The financial incentive for participants to use the FSS Program is the escrow account. The Housing Authority establishes an escrow account for a participant at the time that there is an increase in the tenant portion of rent based on increased income from earnings. Although the tenant actually pays the increase in tenant rent to the landlord, the Housing Authority calculates the differential between the previous payment and the new payment to determine the amount that is credited to the escrow account every month. If the participant who successfully completes the goals established in the Contract of Participation and is employed full time (working a minimum of 32 hours a week), at the time of Contract completion the escrow account will be dispersed to the tenant. If the FSS participant requests an interim disbursement, the Housing Authority will review on a case-by-case basis. Any funds owed to the Housing Authority by the tenant would be deducted from the escrow amount first. If the participant does not successfully complete the goals and the Contract of Participation is terminated, the escrow account will be forfeited.

D. PORTABILITY [24 CFR 984.306]

Participants in the FSS Program may request to move under portability to another jurisdiction. The Housing Authority will approve this request provided that the landlord and tenant have mutually agreed to terminate the Housing Choice Voucher lease and contract. After the first 12 months of participation in the FSS Program, the tenant may move to another jurisdiction under portability in the same manner as other Housing Choice Voucher participants.

E. TERMINATION OF CONTRACT OF PARTICIPATION

The participant may decide at any time to terminate the FSS Contract of Participation and the Housing Authority will close out the escrow account at that time. The participant will continue to receive Housing Choice Voucher rental assistance as before. The Housing

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Authority may terminate the FSS Contract of Participation when the participant does any of the following:

1. Fails to complete the requirements of the Contract of Participation within the term.

2. Violation of obligations under the Contract of Participation.

3. Violation of Housing Choice Voucher Program requirements.

Participants who are terminated from the FSS Program have the same right to an Informal Hearing. If at any time in the future, the head of FSS household may request to participate in the FSS Program again. The Housing Authority would need to document the file to explain why it is reasonable to believe that the previous problems have been corrected and the Contract of Participation will be reinstated.

F. ACTION PLAN [24 CFR 984.201]

The following Action Plan for the Family Self-Sufficiency Program was originally prepared in 1993 and was submitted to HUD to demonstrate that the Burbank Housing Authority had the administrative capacity to implement the FSS Program. It describes the cooperative effort between the Burbank Housing Authority and the Verdugo Private Industry Council in providing supportive services to Housing Choice Voucher participants to become financially independent. The format of the Action Plan follows a series of questions that needed to be answered to demonstrate to HUD that the Burbank Housing Authority had addressed the various issues of concern. The numbered sections correspond to the listing of these items in the Federal Register, Volume 58, No. 101 that was dated May 27, 1993. The Burbank Housing Authority was approved to participate in the FSS Program and this Action Plan is incorporated in the Administrative Plan for reference.

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FAMILY SELF-SUFFICIENCY PROGRAM

ACTION PLAN

November 1993
Updated March 2015 and September 2022

1. The participants in the Family Self-Sufficiency (FSS) Program administered by the Burbank Housing Authority will be taken from the Housing Choice Voucher Programs. The demographic composition of this population will reflect the characteristics of the current Program participants. The racial and ethnic breakdown of the Housing Choice Voucher Program in 1993 was 58% White, 6% Black, 2% Asian or Pacific Islander, 33% White/Hispanic, and 1% Other. As of 2022, the racial and ethnic breakdown of the Housing Choice Voucher Programs is 81% White, 5% Black, 2% Asian or Pacific Islander, and 12% Hispanic.

2. The supportive services that are required for the FSS participants include, but are not limited to, child care, transportation, education and skills assessment, remedial education, high school diploma or equivalency preparation, college education, vocational training, job training, job preparation and counseling, substance abuse treatment and counseling, homemaking and parenting skills, household management skills, money management and budgeting, grooming skills, job development and placement, social skills, health care, nutrition, legal assistance, motivation and self-esteem counseling, time management, assistance in dealing with various government agencies and mentoring. The case management approach is practiced in order to define and address the individual needs of the participant.

3. There are adequate supportive services in the community to accommodate the needs of the 50 households participating in the FSS Program. The Verdugo Private Industry Council serves as the resource center for the various supportive services for the cities of Burbank and Glendale. Participants have graduated from the program; therefore, the required figure continues to change over the years.

4. The Verdugo Private Industry Council (VPIC) is a consortium of the cities of Burbank, Glendale and La Canada/Flintridge which serves as the entity that receives federal Job Training Partnership Act funds for the Verdugo service delivery area. The VPIC coordinates various job training and Job placement activities that relate to low income people throughout the entire service delivery area. There are a number of private businesses and public agencies that have representation on the Board of Directors for the VPIC. The following list provides the names of the organizations that have representatives as members of the Coordinating Committee for the FSS Program administered by the Burbank Housing Authority and the Glendale Housing Authority.

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a. The Department of Public social Services for the County of Los Angeles which provides cash assistance, food stamps, and medical coverage to low income families through the Aid to Families with Dependent Children Program. This agency also administers the Greater Avenues to Independence Program (GAIN).

b. The Employment Development Department of the State of California which provides Unemployment Insurance Benefits to people who have been terminated from their jobs. This office also provides job referrals.

c. Alliance for Education is a job training and job placement provider for the long term unemployed, laid off workers and low-income job seekers.

d. Burbank Adult School provides courses designed to help clients obtain high school diplomas, General Education Certificates, reading and math skills, job readiness skills, post-employment skill development, computer training, and job skills for particular positions in the work force.

e. Burbank Temporary Aid Center provides food, temporary shelter, clothing and a variety of supportive services to low income Burbank residents.

f. Verdugo Mental Health Center provides counseling and assessment for low income people with multiple barriers to employment.

g. Armenian Relief Center provides social services to clients within the VPIC service delivery area.

h. Glendale Memorial Hospital Perinatal Clinic provides a variety of services to low income pregnant women and women with children.

i. Glendale Community College provides a variety of educational opportunities for low income students who want to obtain high school diplomas, college credit, job training and job placement.

5. The Housing Authority conducts an initial interview with the head of household and will complete an initial assessment of the individual needs of that household. The head of the FSS family is designated by the participating family. The Housing Authority may make itself available to consult with families on this decision, but it is the assisted household that chooses the head of FSS family that is most suitable for their individual household circumstances. The designation or any changes by the household to the Head of FSS Family must be submitted to the Burbank Housing Authority in writing. The Voucher head of household does not need to participate as the head of the FSS family. The FSS Program is labor intensive because each household will have unique characteristics and requirements. It is the responsibility of the FSS Case Manager to determine the specific needs of the household and to

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coordinate the various programs and community resources available to assist the participant household.

6. Various public and private resources are available throughout the VPIC service delivery area and additional agencies will be contacted if necessary. If there are needs that an individual household has that are not addressed by the agencies represented on the Coordinating Committee, the FSS Case Manager will contact the appropriate agencies for referral. Private employers serve as the resource for on the job training and final career placement.

7. The implementation of the FSS Program includes outreach, tenant selection, initial assessment and creation of an individual training and service plan (ITSP) for the household's successful completion of the goals listed in the Contract of Participation. Referrals can be made to the Verdugo Assessment Center to determine the type of remedial education or job training that the participant requires. A counselor at the Assessment Center will discuss potential career paths with each applicant.

8. The delivery of services related to assessment and job training and ultimately job placement is coordinated through the Verdugo Private Industry Council subcontractors, and various other City and community training and employment programs. The provision of the support services related to child care, transportation, money management and the other related needs is coordinated by the FSS Case Manager, if the tenant requests assistance in these areas. There are a variety of public and private service providers in the Burbank and Glendale area to accommodate the varied needs of the participating households.

9. Letters that describe the FSS program are sent to current tenants on the Voucher Program according to bedroom size. All tenants in that bedroom category are to be sent letters at the same time in order to give everyone an equal opportunity to apply for participation. Requests for participation in the FSS Program are based on date and time of request. The Burbank Housing Authority does not operate other self-sufficiency programs therefore no additional families are expected to enroll. The Burbank Housing Authority does not offer selection preference for porting families.

10. At the time that the tenant signs the Contract of Participation an ITSP is developed. The COP may be modified upon mutual agreement of the Housing Authority and the FSS family. This includes modification of goals in writing with respect to the ITSPs, the contract term and designation of the head of the FSS family. Established goals on the ITSP may be revised, providing that:

    a. The revised goals are comparable to those, which were initially established.

    b. The revised goals can be accomplished within the remaining term of the COP

    Various community resources will be identified that may provide assistance to the tenant. The relationship established between the Case Manager and the tenant

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carry through during the contract period and the tenant is encouraged to rely on the Case manager to assist and guide the tenant in arriving at the ultimate destination of gainful employment and severance from public assistance.

11. The Contract of Participation (COP) is described in the Administrative Plan. The COP is considered to be concluded when the FSS family has fulfilled all of its obligations under the COP, on or before the expiration of the contract term including any extensions thereof. This COP may be extended if the participant needs additional time to accomplish certain goals. The Housing Authority will require a combination of self-certification and third-party verification to document completion of ITSP goals.

12. Any Housing Choice Voucher program participant who declines participation in the FSS Program will remain on the Section 8 Program as before. There is no penalty for refusing to participate.

13. The outreach activities that the Burbank Housing Authority follows are described in the Administrative Plan.

14. Failure to cooperate with the FSS Program requirements can result in cancellation of the FSS Contract of Participation. The procedure to be followed includes giving prompt written notice to the participant concerning determinations that have been made that adversely affect the tenant. The participant will be advised that a further explanation may be requested. Additionally, the notice will advise the participant that a written request for an Informal Hearing may be submitted to the Housing Authority within 10 calendar day from the date of the notice.

    When a request for Informal Hearing is received within the proper time limits, the Hearing will be scheduled within 14 calendar days for receipt of the request. A letter of confirmation will be sent to the participant indicating the date and time for the Hearing. The Informal Hearing will be conducted in accordance to the procedures described in Chapter 13 of the Administrative Plan.

15. The Burbank Housing Authority and City of Burbank have a long-established working relationship with the Verdugo Private Industry Council. The original connection was the Summer Youth Employment and Training Program that was funded with Community Development Block Grant (CDBG) funds. The working relationship between the two agencies continues to be cooperative and productive.

    The fact that the Verdugo Private Industry Council is well-established in this service delivery area is an asset to the FSS program concept. The VPIC has an array of successful programs that have received State recognition. The Burbank Housing Authority and the Glendale Housing Authority are working cooperatively to implement the FSS Program.

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G. SPECIAL PROVISIONS FOR USE OF TARGETED VOUCHERS FOR SPECIAL NEEDS POPULATIONS

The Burbank Housing Authority may administer vouchers per HUD Guidelines, Rules and Regulations as they become available in the future. One such targeted and special use voucher program is the Permanent Supportive Housing Program "formerly Shelter Plus Care Program". The Burbank Housing Authority will oversee the administration and compliance with fiscal controls and accounting procedures of such programs.
For purposes of administering the daily program operations and functions of special needs populations, Interdepartmental Policies and Procedures will be developed and maintained.

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CHAPTER 15

ENTERPRISE INCOME VERIFICATION (EIV) SECURITY POLICY AND PROCEDURES

INTRODUCTION

The EIV system is intended to provide a single source of income-related data to PHAs for use in verifying the income reported by participants in the various assisted housing programs. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system.

A. TYPES OF UPFRONT VERIFICATION OF INCOME PROVIDED BY EIV

The EIV system compares the participant income data obtained from various sources including:

1. Participant-supplied income data captured on Form HUD-50058 and maintained in the PIC databases;

2. U.S. Department of Health and Human Services, National Directory of New Hires (NDNH) data. NDNH becomes the single source for wage, unemployment insurance benefit information, and the new hire (employment) information;

3. Social Security and Supplemental Security Income from the Social Security Administration (information formerly accessed through TASS); and

4. User profile information from the PIC database.

B. WHAT EIV PARTICIPANT DATA IS USED FOR

EIV data is the first level in the hierarchy of income verification. The EIV data may be used in the following way:

1. To verify a participant's eligibility for participation in a HUD rental assistance program and to determine the level of assistance the participant is entitled to receive;

2. No adverse action can be taken against a participant until the PHA has independently verified the EIV and the participant has been granted an opportunity to contest any adverse findings through the established grievance hearing, or other legal procedures.

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Applicability

The procedures in this document apply to all Burbank Housing Authority staff that access EIV data.

Purpose

The purpose of this document is to establish the Burbank Housing Authority's policies and procedures to assure that the practices, controls and safeguards used by Public Housing are in compliance with the Federal laws regarding the protection of this information.

Privacy Act

The data provided via the EIV system will be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy of data and data security for computer systems are covered by a variety of Federal laws and regulations. The Privacy Act of 1974 as amended, 5 U.S.C. 552 (a) is one such regulation. The full text of the Privacy Act can be accessed at http://www.usdoj.gov/fo is/privstat.htm.

Examples of Privacy Act Violations

Public Housing will not rely entirely upon staff to read and understand the Privacy Act. To ensure that staff has a complete understanding of the Privacy Act and how seemingly harmless actions may be violations, examples of Privacy Act violations will be provided during security awareness training. The following example of a security violation was explained during the HUD Satellite Broadcast introducing the EIV system:

EIV data can only be viewed by authorized PHA staff and the individual adult who the information pertains to. This means that EIV data for an adult household member in a participant family cannot be shared with another adult household member of the participant family (even the head of household) unless that family member is present or signs a waiver authorizing the other family member to view their EIV information. The Privacy Act protects the privacy of each adult family member from any unauthorized person viewing their EIV data, even another family member. However, EIV data for minor children may be viewed by the Head of Household.

C. PUBLIC HOUSING SECURITY OFFICER(S)

A Public Housing EIV Security Officer(s), is responsible for ensuring that proper technical, physical, and administrative safeguards are in place and enforced.

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The duties of the security officer are as follows:

1. Conducts quarterly reviews of all User IDs issued to determine if the users still have a valid need to access the EIV data and modifies or revokes access rights as appropriate;

2. At the request of the Director, updates the EIV Security Policy and Procedures;

3. Maintains a key control log or audits the key control log to ensure that one is properly maintained (locking file cabinets);

4. Maintains a list of users who can access the restricted areas;

5. Assures that a copy of Form HUD-9886 has been signed by each member of the household age 18 years or older and is in the household file;

6. Ensures compliance with the PHA security policies and procedures outlined in this document;

7. Communicates security information and requirements to appropriate personnel, including coordinating and conducting security awareness training sessions;

8. Ensures that any infractions of security procedures are promptly reported to Department Director for investigation and enforcement; and

9. Ensures that all EIV records and forms (i.e. signed user agreements) are kept and updated as needed.

Security Awareness Training

Security awareness training is a crucial aspect of ensuring the security of the EIV system and data. Users and potential users will be made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation.

In addition to security awareness training, the Security Officer(s) will communicate security information and requirements to appropriate personnel. Security Awareness training will be provided to each employee upon granting access to the EIV system. Thereafter, annual security awareness refresher training will be provided to each employee with EIV access.

The PH EIV Officer(s) will conduct security awareness training in the following manner:

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1. The trainer and the employee will both sign a certification that EIV security training has been provided. The training certification and a record of the training material provided at the awareness training will be kept in the PH EIV Security binder.

2. At the end of the training, each employee will also sign the EIV Rules of Behavior and User Agreement form. One copy will be given to the employee to be placed in their desk manual and one copy will be retained in the PH EIV Security binder. The forms will be updated once a year at the refresher training.

3. The PH Security Officer(s) will limit the security awareness training to security awareness and compliance issues only. Instructing staff on how to navigate in the EIV modules and how to run reports or to interpret data is the responsibility of the Supervisor or designated trainer.

4. Examples of potential Privacy Act and security violations will be provided during the training.

D. TECHNICAL SAFEGUARDS

The purpose of these technical safeguards is as follows:

1. To reduce the risk of a security violation related to the EIV system's software, network, or applications;

2. To identify and authenticate all users seeking access to the EIV system;

3. To deter and detect attempts to access the system without authorization;

4. To monitor the user activity of the EIV system;

5. Each user is required to have their own User ID and Password;

6. The User ID identifies the PHA's and tenant information that the user is authorized to access;

7. Passwords are encrypted and the password file is protected from unauthorized access;

8. The system forces all user to change their password every 21 days and limit the reuse of previous passwords;

9. After three unsuccessful attempts to log in, the User ID is locked and the user must contact the HUD System Administrator to have the password reset; and

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10. Online warning messages that inform the user of the civil and criminal penalties associated with unauthorized use of the EIV system will be displayed.

In addition, the Burbank Housing Authority will follow the following technical security requirements:

1. Public Housing will not save EIV data to a computer hard drive or any other automated information system (i.e. network drive, disk or CD);

2. Public Housing staff will not leave their computer, printer or office unattended with EIV data displayed; and

3. Public Housing staff will not log in on another user's ID.

E. ADMINISTRATIVE SAFEGUARDS

The Security Officer(s) will maintain security-related records and monitor programmatic security issues. The Security Officer(s) will adhere to the following administrative safeguards:

1. Ensure that all users who have access to EIV data have an Access Authorization form signed by the Director of Housing on file;

2. Ensure that all users who access the EIV system have a current signed Rules of Behavior and User Agreement on file;

3. Conduct quarterly reviews of all User IDs to determine if the user still has a valid need to access the EIV data; and

4. Ensure the access rights are modified or revoked as appropriate.

The Public Housing Security Officer(s) will maintain the following EIV security records and forms:

1. EIV Rules of Behavior and User Agreement Forms;

2. EIV Access Authorization Forms;

3. EIV Disposal Records List;

4. EIV Security violation information;

5. Key Control Logs for secure areas or filing cabinets;

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6. EIV Security Awareness Training Records;

7. Records of internal audits to ensure that the Form HUD-9886 has been signed by each adult member of the household and is kept in the Confidential Resident File; and

8. A record of all users who have approved access to EIV data including the date the access was granted and the date access was terminated.

F. PHYSICAL SAFEGUARDS

The purpose of physical safeguards is to provide barriers between unauthorized persons and documents containing private data.

Confidential Participant Files

All EIV data will be printed and saved in the "Confidential" participant file. Each participant file will be clearly labeled on the front cover as "Confidential". This alerts staff that this file contains EIV data that must be protected at all times when not in use.

Locking File Cabinets for Confidential Files

Even though the Burbank Housing Authority has a monitored office building, persons unauthorized to view EIV data, such as maintenance staff, janitorial staff, or temporary staff, have access to the office spaces. In office settings where any staff other than the staff responsible for the participant file or their supervisor has access to the office; all Confidential Participant Files will be kept in locking file cabinets. The cabinets will be locked whenever the responsible staff leaves the workspace.

Hard Copy Security Violations

The Burbank Housing Authority will handle EIV data in such a manner that it does not become misplaced or available to unauthorized personnel. Any marked confidential participant file will contain EIV data. Therefore the file cannot be viewed by **any personnel** that are not expressly authorized (i.e. staff in charge of that file, the supervisor of the staff in charge of the file, the security officer, or the Public Housing Internal Auditor) and who do not have both an Access Authorization Form and a Rules of Behavior and User Agreement on file with the EIV Security Officer.

Viewing the EIV information of a participant outside of a staff's caseload assignment is considered a security violation for both the staff unlawfully viewing the EIV information and for the staff that left the information unattended. Unless a supervisor has specifically authorized staff to view another staff's EIV data, this is expressly prohibited.

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Disposal of EIV Information

To reduce the risk of improper destruction of EIV hard copy data and to eliminate the need for monitoring and tracking individual destruction logs, all EIV data will become part of the "Confidential" file. As part of the confidential file, the EIV data will be secured and disposed of like all other confidential file documents which require Privacy Act protection, in accordance with Public Housing policy and procedures and records retention procedures.

Reporting Improper Disclosures

Recognition, reporting and disciplinary action in response to security violations are crucial to successfully maintaining the security and privacy of the EIV system.

Security Violations may include the following:

1. Disclosure of private data;

2. Attempts to access unauthorized data; and

3. Sharing of User IDs and passwords.

Upon discovery of a possible improper disclosure of EIV information or another security violation by a Public Housing Employee or any other person, the individual making the observation or receiving the information should contact the Security Officer(s). The PHA Security Officer(s) will document all improper disclosures in writing on a security disclosure form providing details including who was involved, what was disclosed, how the disclosure occurred, and where it occurred.

The following contacts will be made:

1. The Security Officer(s) will contact and provide the Director of Public Housing the written documentation of the security violation;

2. The Administrator or his designee will provide the HUD Field Office Public Housing Director with the written documentation; and

3. The HUD Field Office Public Housing Director upon receipt of the documentation will make a determination regarding the referral and provision of the written documentation to the Headquarters EIV Coordinator and / or EIV Security Officer(s) for further review and follow-up action.

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Safeguards Provided by the Privacy Act

The Privacy Act provides safeguards for individuals against invasion of privacy by requiring Federal agencies, except as otherwise provided by law or regulation to:

1. Permit individuals to know what records pertaining to them are collected, maintained, used or disseminated;

2. Allow individuals to prevent records pertaining to them, obtained for a particular purpose from being used or made available for another purpose without their consent;

3. Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;

4. Collect, maintain, use or disseminate personally identifiable information in a manner that ensures the information is current and accurate, and that adequate safeguards are provided to prevent misuses of such information;

5. Permit exemption from the requirements of the Act only where an important public policy need exists as determined by specific statutory authority; and

6. Be subject to a civil suit for any damages that occur as a result of action that violates any individual's rights under this Act.

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CHAPTER 16

PANDEMIC: CONTINUING OPERATIONS PLAN (COP)

INTRODUCTION

HUD recommends a PHA adopt a Continuing Operations Plan (COP) to continue service uninterrupted to the community. This chapter was developed in collaboration with the City's Emergency Operations Center (EOC) protocols. The World Health Organization (WHO) defines a pandemic as the "worldwide spread of a new disease." The COVID-19 pandemic is considered as the most crucial global health calamity of the century. A pandemic has a trickle down, chain reaction effect on all aspects of life. Since the threat to an organization's continuity of operations is high during a pandemic outbreak; it is important for the Burbank Housing Authority (BHA) to have a Continuing Operations Plan (COP) in place to ensure we can carry out our essential functions and services. While we may be forced to suspend some operations due to the severity of a pandemic outbreak, an effective COP can assist us in our efforts to remain operational, with the emphasis of maintaining our mission. The BHA has concluded that the following topics listed below are critical in our efforts to continue our essential functions and services while understanding that the safety and health of our tenants, landlords, and BHA staff is top priority.

A. TELEWORK

The purpose of telework is to support social distancing as a precautionary measure to inhibit the spread of a virus during a pandemic. The goal is to increase overall social distancing with the safety of the community in mind. When offices are temporarily closed to the public, telework allows BHA operations to continue and services to continue uninterrupted to the public. As the situation continues to evolve, staff will reassess service delivery and staffing levels following the guidance of city and local requirements.

B. MODIFYING REGULAR PROCESSES

The following processes will change during an emergency.

Housing Quality Standard (HQS) Unit Inspections

1. Annual/Biennial Inspections
    a. All annual/biennial inspections will be conducted over the phone with the tenant (or family representative) and/or the landlord.
2. Initial Inspections
    a. BHA staff will conduct initial inspections if the unit is vacant. Staff will wear personal protective equipment such as a mask, gloves, and shoe covers. Staff will ask the tenant, building manager or landlord to refrain from

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coming into the unit during the inspection. Tenant, building manager or landlord must wait outside of the unit to follow social distancing requirements.

b. If the unit is not vacant, the BHA will request a self-certification from the landlord to see if the unit passes HQS. BHA will confirm once inspections resume. This third-party verification will be documented in Housing Pro.

3. 24-Hour Emergency Inspections
    a. Emergency repairs for items which endanger health or safety must be corrected by the landlord within 24 hours of notification.
4. Quality Control (QC) Supervisory Inspections
    a. QC inspections will be cancelled until it is deemed by local officials to resume site visits.
5. If deficiencies are found in any type of inspection, the tenant and landlord will be sent a fail letter by United States Postal Service (USPS), mail, email, fax, Assistance Check or a phone call to the landlord will be made. Re-inspections will be conducted over the phone with the tenant, building manager or landlord. This third-party verification will be documented in Housing Pro.

ANNUAL RECERTIFICATIONS

1. Staff will continue to mail out recertification paperwork via USPS mail, email, fax, and Assistance Check.
2. Tenants may return documents via USPS mail, email, fax, Assistance Check, and through a drop box, as noted in Section C, below.
3. In addition to the normal process outlined in Chapter 6, case managers will utilize the following methods to complete a recertification:
    a. Documents submitted; whether complete or incomplete
    b. Income certifications older than 120 days, as a last resort. If applicable, staff will document as to why we do not have access to current verifications (i.e. COVID-19)
    c. All recertifications will be completed with information provided and collected. If the paperwork is not complete, case managers may utilize information from prior recertification.
    d. Self-certification for income and document completion over the phone. This can be performed as a last resort.

RECALCULATIONS

1. All recalculations (recalcs) will be completed in a timely manner to benefit the tenant as soon as possible. For example, the tenant or household member loses his/her job, hours are decreased, change in family composition, etc., this recalc will be a priority file. The effective date is dependent upon the timeframe when the information is submitted to the case manager. If the following month's Housing Assistance Payments (HAP) have already been processed, the change will take effect the first of the following month.

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2. The additional verification methods noted under Annual Recertifications will be utilized for recalcs.

PORT-IN FILES (HOUSEHOLDS MOVING TO THE CITY)

1. No in-person interviews with the tenant will be conducted. Phone interviews will be conducted once the portable file is received.
2. Staff will mail (USPS), email or fax all documents to be completed, signed and returned.
3. Initial inspection and other inspections will follow HQS Unit Inspections as outlined in this chapter.

REASONABLE ACCOMMODATION REQUESTS

No changes at this time.

PIC SUBMISSION

No changes at this time.

VMS SUBMISSION

No changes at this time.

SEMAP

The Section Eight Management Assessment Program (SEMAP) measures the performance of the public housing agencies (PHAs) that administer the Housing Choice Voucher program in 14 key areas. SEMAP helps HUD target monitoring and assistance to PHA programs that need the most improvement. During the COVID-19 pandemic, HUD will utilize the last SEMAP score for the BHA.
During an emergency, HUD may suspend regular SEMAP monitoring. The BHA will monitor HUD information and utilize waivers and flexibilities as provided.

EMERGENCY FUNDING

Emergency funding allocated to the BHA will follow expenditure rules and regulations noted with the fund award, including all monitoring and reporting requirements.

INCOME EXCLUSIONS

1. Stimulus Payments

   During a pandemic, certain income, such as, payments and benefits will be considered as excluded income. Pursuant to 24 CFR 5.609(c)(9), annual income does not include temporary, nonrecurring, or sporadic income. As distributed to

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individuals and families during the COVID-19 pandemic, therefore, any stimulus payments would be excluded from annual income, as they are temporary, non-recurring payments.

2. Regular Unemployment Benefits

   Regular unemployment benefits will continue to be considered income.

3. Pandemic Unemployment Assistance (PUA)

   PUA expands the qualification of unemployment insurance (UI) for people that are self-employed, work part-time, or who would otherwise not qualify for regular UI. PHAs shall include PUA in the income calculation, as it mirrors the regular UI benefit, which is included in income under 24 CFR 5.609(b)(5).

4. Federal Pandemic Unemployment Compensation (FPUC)

   FPUC provides a specific amount for a certain amount of time as an enhanced unemployment benefit. PHAs shall exclude this benefit because these payments are temporary and likely non-recurring.

5. Pandemic Emergency Unemployment Compensation (PEUC)

   PEUC allows regular unemployment compensation to receive up to 13 weeks of additional benefits (this extends regular UI from 26 weeks to 39 weeks in total). PHAs shall include PEUC in the income calculation, as it is simply an extension of regular UI benefits.

C. DROP BOX

The BHA has installed an interior drop-box for all paperwork to be submitted to our office without any physical contact. The interior drop-box will be available during normal office hours or specific times during the day.

D. ESSENTIAL SERVICES AND EMPLOYEES

Essential services are the services and functions that are necessary, even during a pandemic. They maintain the health and welfare of the municipality. Without these services, sickness, poverty, violence, and chaos would likely result. Housing Authority staff are essential employees and required personnel to maintain essential services, including the Housing Choice Voucher Program.

E. BUILDING CLOSURE

During a pandemic, the BHA office may be closed to the public for in-person service, following local city, county, and state orders. This decision protects the service

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population, many of them who are elderly and people with underlying medical conditions, as well as our employees. However, BHA staff will continue to serve participants and the general public via phone, USPS mail, email, fax, and Assistance Check. In the event of a building closure, the public will be notified via the city's public information office including the City website and social media outlets.

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CHAPTER 17

EMERGENCY HOUSING VOUCHERS (EHV)

INTRODUCTION

The Emergency Housing Voucher (EHV) program is available through the American Rescue Plan Act (ARPA), which was signed into law on March 11, 2021. Through EHV, HUD is providing approximately 70,000 housing choice vouchers to local Public Housing Agencies (PHAs) to assist individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of house instability. Locally, HUD has provided a total of 67 vouchers distributed to the Burbank Housing Authority (BHA).

This chapter will outline the policies and procedures for the EHV program and if not noted here, the HUD issued Notice PIH 2021-15 will apply.

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs. Therefore, participants of the EHV programs are subject to the same basic family obligations, termination procedures, hearings etc. as set in the HCV Administrative Plan. Where there is a conflict between regulations outlined in the HCV Administrative Plan and the EHV Program regulations, the EHV program regulations will prevail.

A. QUALIFYING CATEGORIES FOR ELIGIBILITY

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

1. Homeless
2. At risk of homelessness
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
4. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

In general, the verification conducted that the individual or family meets one of these four eligibility categories is steered by the Continuum of Care (CoC) or another partnering agency that makes direct referrals to the BHA. The CoC or other direct referral partner must provide supporting documentation to the BHA verifying that the family meets one of the four eligible categories for EHV assistance.

The CoC must establish and implement a system to identify EHV-eligible individuals and families within the agency's caseload and make referrals to the BHA. The CoC must certify that the EHV applicants they refer to the BHA meet at least one of the four EHV eligibility criteria. The CoC adopted an Interim Prioritization and Matching for Permanent

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Housing through HUD's Emergency Housing Voucher Program dated June 23, 2021. This document can be viewed at www.LAHSA/EHV.

B. VOUCHER ISSUANCE

In general, EHV families are issued EHVs as the result of either:

1. The direct referral process from the CoC Coordinated Entry System (CES) and/or other partnering organizations, or
2. A situation where the BHA makes an EHV available in order to facilitate an emergency transfer in accordance with the Violence Against Women Act (VAWA) as outlined in the BHA's Emergency Transfer Plan.

C. REFERRALS

The BHA must also take direct referrals from outside the CoC CES if:

1. The CES does not have a sufficient number of eligible families to refer to the BHA, or
2. The CES does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

If at any time the BHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC CES or other partner referral agencies (or the BHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the BHA on a temporary or permanent basis to take EHV applications directly from EHV applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

D. PREVAILING REGULATIONS

1. Requires partnership with the Coordinated Entry System (CES) for direct referrals.
    a. Direct referrals for EHV's are not added to the regular HCV waiting list. A separate waiting list for EHV referrals/applicants shall be established.
    b. Local preference for the Housing Choice Voucher (HCV) program is not applicable to EHV vouchers.

2. Self-certification of income may be accepted as the highest form of income verification at admission.
    a. This income will be verified within 90 days through the EIV system. Discrepancies in reported income can lead to adjustments of Tenant

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portions of rent, repayments to the Housing Authority, and/or termination from the program.

3. Applicants may provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the BHA's request. For example, a Supplemental Security Income (SSI) benefit letter that was issued in November 2020 to represent the applicant's benefit amount for 2021 and was provided to the PHA in September 2021 would be an acceptable form of income verification.

4. Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the BHA must review reports to confirm/validate family-reported income within 90 days through the EIV System.

5. Self-Certification of social security number or eligible noncitizen status can be accepted at admission. Verification must be obtained within 180 days of voucher issuance.

6. Self-Certification of date of birth and disability status can be accepted at admission. Verification must be obtained within 90 days of voucher issuance.

E. MANDATORY PROHIBITIONS

1. The BHA must prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.
2. The BHA must prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program to EHV applicants.

F. PERMISSIBLE PROHIBITIONS

Before denying an EHV applicant, the BHA may consult with the CoC on the following permissive grounds, and may take the CoC's recommendation into consideration.

1. If the BHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
    a. Violent criminal activity.
    b. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.

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2. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
3. If the family engaged in or threatened abusive or violent behavior toward the BHA personnel within the previous 12 months.

G. ADMINISTRATIVE FEES AND FUNDING FOR OTHER ELIGIBLE EXPENSES

The BHA will maintain separate financial records from its regular HCV funding for all EHV funding, both HAP and administrative fee amounts.

Ongoing administrative fees

EHV ongoing administrative fees may be used for any eligible administrative expenses related to the EHVs. These fees may also be used to pay for any of the eligible activities under the EHV services fee.

Services Fee

One-time service fees support efforts in implementing and operating an effective EHV services program that will best address the needs of EHV eligible individuals and families in its jurisdiction. The BHA will determine eligible uses of service fees to assist families to successfully lease units with the EHVs. The BHA may limit the amount of assistance for any of the eligible uses or place other restrictions on those uses. However, the services fee funding must be initially used for these defined eligible uses and not for other administrative expenses of the EHV. Service fee funding may never be used for the HCV program.

If service fee funding is available, the BHA may consider these eligible uses:

1. Application Fees/non-refundable administrative or processing fee. The BHA may provide assistance with these expenses. Application fees will be paid directly to the owner.
2. Security deposit assistance. The BHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner.

   The BHA may choose to pay the security deposit assistance directly to the owner or may pay the assistance to the family, provided the BHA verifies the family paid the security deposit. The BHA may place conditions on the security deposit assistance, such as requiring the owner or family to return the security deposit assistance to the BHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease). Security deposit assistance

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returned to the BHA must be used for either services fee eligible uses or other EHV administrative costs.

3. Utility deposit assistance/utility arrears. The BHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The BHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided the BHA verifies the family paid the utility deposit. The BHA may place conditions on the utility deposit assistance, such as requiring the utility supplier or family to return the utility.

4. Essential housing items. The BHA may assist the family with some or all of the costs of acquiring essential household items such as but not limited to: Refrigerator, washer/dryer, tableware, bedding, etc.

5. Owner-related uses. The BHA may design the owner incentive payment to meet the specific needs of the eligible EHV individual or family.
    - Owner incentive payments may not exceed one month Fair Market Rent.
    - Owner incentive payments, such as holding fees or signing bonuses, are not required to be returned to the BHA.

6. Other eligible uses. To be determined by the BHA Housing Manager to best address the leasing challenges faced by EHV eligible families. Eligible activities of the EHV service fee are outlined in PIH 2023-23

H. WAITLIST PROCESS

The BHA will inform families on the HCV waiting list of the availability of the EHV program by posting on the City of Burbank's website and Assistance Connect. In addition, a letter will be mailed out to the families on the HCV waiting list with a homeless preference explaining the EHV Program. Families must contact the CoC or an applicable partnering referral agency if they believe they may be eligible for EHV assistance. The CoC or partnering referral agency will determine if the family is eligible for an EHV. A separate waiting list will be maintained for the EHV referrals/applicants that are eligible, however, a voucher is not available. The EHV Waiting List is based on eligible applicants/referrals from the CoC as required by HUD, and not applications of the general public.

Preferences

With the exception of a residency preference, the BHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for EHVs. The BHA may, however, choose to not establish any local preferences for the EHV waiting list.

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For purposes of this Program, the BHA and Los Angeles Homeless Services Authority (LAHSA) have chosen to give local preference to the EHVs waiting list, as follows:

1. BHA may accept referrals directly from service providers within the City of Burbank of individuals who are eligible for the EHV program under the category "*Individuals and families experiencing homelessness who are survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined under Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), the Violence Against Women Act (VAWA) and Trafficking Victims Protection Act (TVPA).*" Such referrals shall be given first priority among eligible participants in the EHV Program.
2. Persons or households who are enrolled in CES who are enrolled in a time limited subsidy/interim local program within the City of Burbank, Glendale, North Hollywood, or Pacoima.
3. Persons or households who are enrolled in CES whose "field geolocation" or "community of origin" is within the City of Burbank, or who are enrolled in a local shelter or interim housing program within the City of Burbank or Project Room Key / Project Home Key.
4. Persons or households who are enrolled in CES whose "field geolocation" or "community of origin" is within the City of Glendale or communities of North Hollywood or Pacoima.
5. Moving On – Individuals only. As part of HUD's strategic priority to end homelessness, HACB will implement Moving On strategies for clients in permanent supportive housing (PSH) who may no longer need or want the intensive services offered in PSH but continue to need assistance to maintain their housing.
6. Prioritization of persons experiencing street homelessness, and a history of homelessness.
7. At- risk of becoming homeless and meeting one of the following conditions (**This group is to be prioritized when referrals from the above prioritized populations have been exhausted**):
    a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for assistance;
    b. Is living in the home of another because of economic hardship;
    c. Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
    d. Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals;
    e. Lives in a single room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than one and a half persons per room.

Applications of applicants that meet the requirements of the qualifying categories will be placed on the EHV Waiting List in order of date and time.

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I. FAMILY ELIGIBILITY

Social Security Number and Citizenship Status Verification

For the EHV program, the BHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. Instead, the BHA may adopt policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the BHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

Age and Disability Verification

If self-certification is used, the BHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

The BHA will accept self-certification of date of birth and disability status if a higher form of verification is not immediately available. The certification must be made in a format acceptable to the BHA and must be signed by the family member whose information or status is being verified. If self-certification is accepted, within 90 days of admission, the BHA will verify the information in EIV or through other third-party verification if the information is not available in EIV. The BHA will note the family's file that self- certification was used as initial verification and include an EIV printout or other third- party verification confirming the applicant's date of birth and/or disability status.

Income Targeting

The BHA must determine income eligibility for EHV families in accordance with 24 CFR 982.201 and BHA policy in Chapter 3; however, income targeting requirements do not apply for EHV families. The BHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

The BHA will include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

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J. HOUSING SEARCH AND LEASING

Initial Voucher Term

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, EHV vouchers must have an initial voucher term of at least 120 days (a period to submit a Request for Tenancy Approval from the date of the voucher issuance). BHA policies on extensions as outlined in Chapter 8 – Section E, Extensions will apply.

All EHVs will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the BHA grants an extension.

Housing Search Assistance

The BHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by the BHA or through the CoC or another partnering agency or entity.

Initial Lease Term

Unlike in the standard the HCV program, EHV voucher holders may enter into an initial lease that is for less than 12 months.

Payment Standards and Exception to Payment Standards

HUD is waiving § 982.503(a)(3) and establishing an alternative requirement permitting PHAs to establish separate higher payment standards for the EHVs in order to increase the potential pool of available units for EHV families. The Participants with an EHV voucher not residing in an already subsidized unit will receive the HUD approved Exception Payment Standard for a Zero, One, Two- and Three-Bedroom Voucher.

Termination of Vouchers upon Turnover after September 30, 2023

HUD is identifying whether a voucher issuance is a turnover voucher or a voucher that has never been leased by counting the number of cumulative EHV lease-ups. Once BHA's total cumulative leased EHV count reaches 67, any EHV issuance is considered a reissuance. Once the BHA has reached 67 cumulative EHV lease-ups, the BHA may not reissue any EHV voucher after September 30, 2023. All EHVs under lease on or after October 1, 2023, may not under any circumstances be reissued to another family when the participant leaves the program for any reason.

If the BHA has not reached its 67 cumulative leased vouchers, the BHA may continue to issue vouchers to eligible households after September 30, 2023, until the cumulative

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leased vouchers equal 67, or until directed by HUD to stop issuing EHVs. If the BHA is reallocated additional EHVs, these EHVs are considered never leased and may be issued.

Household Moves and Changes

EHV participants may still move (including under portability) after September 30, 2023. The termination of vouchers upon turnover provision does not impact an individual or family's ability to move within the PHA's jurisdiction or their ability to move under the portability procedures to another PHA's jurisdiction.

K. USE OF FUNDS, REPORTING, AND FINANCIAL RECORDS

EHV funds allocated to the BHA for HAP (both funding for the initial allocation and HAP renewal funding) may only be used for eligible EHV HAP purposes. EHV HAP funding obligated to the BHA may not be used for EHV administrative expenses or the other EHV eligible expenses under this notice. Likewise, EHV administrative fees and funding obligated to the BHA are to be used for those purposes and must not be used for HAP. The appropriated funds for EHVs are separate from the regular HCV program and may not be used for the regular HCV program but may only be expended for EHV eligible purposes. EHV HAP funds may not roll into the regular HCV restricted net position (RNP) and must be tracked and accounted for separately as EHV RNP. EHV administrative fees and funding for other eligible expenses permitted by Notice PIH 2021-15 may only be used in support of the EHVs and cannot be used for regular HCVs. EHV funding may not be used for the repayment of debts, or any amounts owed to HUD by HUD program participants including, but not limited to, those resulting from Office of Inspector General (OIG), Quality Assurance Division (QAD), or other monitoring review findings.
The BHA must comply with EHV reporting requirements in the Voucher Management System (VMS) and Financial Data Schedule (FDS) as outlined in Notice PIH 2021-15.
The BHA must maintain complete and accurate accounts and other records for the program and provide HUD and the Comptroller General of the United States full and free access to all accounts and records that are pertinent the administration of the EHVs in accordance with the HCV program requirements at 24 CFR 982.158.

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CHAPTER 18

PROJECT-BASED VOUCHER PROGRAM

INTRODUCTION

The Burbank Housing Authority has the discretion whether to operate a project-based voucher program., and has elected to provide rental assistance under the Project Based Voucher Program (PBVP) to encourage property owners of existing housing, newly constructed housing or rehabilitated housing to make these properties available to low-income families at affordable rents. This will ensure that the city maintains an affordable rental housing stock that is at risk of becoming unaffordable for low-income families and/or to produce new affordable units. The PBVP provided by the Burbank Housing Authority may be used only for units within the City of Burbank.

The provision of assistance that is attached to units as project-based assistance is different in its application than that of tenant-based assistance typically provided by the Housing Choice Voucher Program. Under project-based assistance, the Burbank Housing Authority enters into a HAP Contract with the owner to make housing assistance payments during the contract term for a specific unit(s) that is leased and occupied by an eligible family.

The Burbank Housing Authority PBV program is funded with a portion of appropriated funding (budget authority) available under the Burbank Housing Authority's voucher annual contributions contract (ACC). The Burbank Housing Authority may provide up to 20% ACC and an additional 10% for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use. The Burbank Housing Authority will consider using up to 20% of its authorized units for project-based assistance. This will be done on a project by project basis.

However, only 25% of the units in a project or 25 units in a project, whichever is greater, may be project based with the exception of single-family dwellings and "excepted units or housing exemption" in a multifamily building.

"Excepted Units or Housing Exemption" means units in a multifamily building that are specifically made available for qualifying families who are elderly, disabled, or a family receiving supportive services. There is no special or additional funding for project-based vouchers and HUD does not reserve additional units for project-based vouchers.

HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT (HOTMA)

The Burbank Housing Authority will make a decision regarding implementation of HOTMA provisions for this chapter upon HUD's issuance of Notice or Regulation.

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A. HUD SUBMISSION

The Burbank Housing Authority may attach voucher assistance to PBV units in accordance with 24 CFR 983 if:

1. The number of units to be project-based does not exceed the applicable percent limit or number.
2. The number of units to become project-based are not under a tenant-based or project-based HAP Contract or otherwise committed (e.g., vouchers issued to families searching for housing or units under an Agreement).

Before implementing PBVP, the Burbank Housing Authority must submit the following information to the HUD field office for review:

1. The total number of units for which the Burbank Housing Authority is requesting approval to attach assistance.
2. The number of budgeted voucher units.
3. The number of voucher units available to be project-based; e.g., the number of budgeted voucher units that are not under a tenant-based or project-based HAP Contract or otherwise committed (e.g., vouchers issued to families searching for housing or units under an Agreement).

The Burbank Housing Authority must ensure that the amount of assistance that is attached to units is within the amounts available under the ACC.

B. OWNER APPLICATION SUBMISSION [24 CFR 983.51]

1. The BHA has adopted a written policy establishing competitive procedures for owners' submission of applications. This written policy identifies and specifies the weight to be given to the factors that will be used to rank and select applications. These factors are as follows:

Local Experience/Administrative Capacity:	20 Points
Need:	20 Points
Mixed Income:	20 Points
Financial/Marketability:	20 Points
Community Impact:	15 Points
Equal Opportunity Employment Practices:	5 Points

2. The Burbank Housing Authority will select units to which assistance is to be attached. These units must be selected in accordance with the Burbank Housing Authority's selection policy and 24 CFR 983.51.

3. The Burbank Housing Authority will advertise in a newspaper of general circulation that the Burbank Housing Authority will accept applications for assistance under the PBVP for specific projects. The advertisement must be approved by the HUD field office and may not be published until after HUD's authorization to implement a PBVP or ACC execution.

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The advertisement must: be published once a week for two to three consecutive weeks; specify an application deadline of at least 30 days after the date the advertisement is last published; specify the number of units the Burbank Housing Authority estimates it will be able to assist under the funding the Burbank Housing Authority is making available for this purpose; and state that only applications submitted in response to the advertisement will be considered.

4. The owner's application submittal must contain the following:

a. A description of the housing to be constructed or rehabilitated, including the number of units by size (square footage), bedroom count, bathroom count, sketches of the proposed new construction or rehabilitation, unit plans, listing of amenities and services, and estimated date of completion. For rehabilitation, the description must describe the property as is and must also describe the proposed rehabilitation.

b. Evidence of site control, and for new construction identification and description of the proposed site, site plan and neighborhood.

c. Evidence that the proposed new construction or rehabilitation is permitted by current zoning ordinances or regulations, if applicable.

d. Evidence to indicate that the needed re-zoning is likely and will not delay the project, if applicable.

e. The proposed contract rent per unit, including an indication of which utilities, services, and equipment are included in the rent. For those utilities that are not included in the rent, an estimate of the average monthly cost for each unit type for the first year of occupancy.

f. A statement identifying:

1. The number of persons (families, individuals, businesses and nonprofit organizations) occupying the property on the date of submission of the application.

2. The number of persons to be displaced, temporarily relocated or moved permanently within the building or complex.

3. The estimated cost of relocation payments and services, and the sources of funding.

4. The organization(s) that will carry out the relocation activities.

5. The identity of the owner, project principals, names of officers, principal members, shareholders, investors and other parties having substantial interest. Certification showing that the above-mentioned parties are not on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; a disclosure of any possible conflict of interest by any of these parties that would be a violation of the Agreement or the HAP Contract; and information on the qualifications and experience of the principal participants. Information concerning any participant who is not known at the time of the owner's submission must be provided to the Burbank Housing Authority as soon as the participant is known.

6. The owner's plan for managing and maintaining the units.

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7. Evidence of financing or lender interest and the proposed terms of financing.
8. The proposed term of the HAP Contract; and
9. Any other information the Burbank Housing Authority believes necessary.

C. ELIGIBLE AND INELIGIBLE PROPERTIES [24 CFR 983.9 & 983.53]

Newly constructed and existing structures of various types may be appropriate for attaching assistance to the units under 24 CFR 983, including single-family housing and multi-family housing. Eligible housing under 24 CFR 982.352 does not apply.
The Burbank Housing Authority may not attach or pay PBVP assistance in the following types of housing:

1. Housing for which the construction is started before Agreement execution.
2. Housing for which the rehabilitation is started before Agreement execution.
3. Shared housing, nursing homes, and facilities providing continual psychiatric, medical, nursing services, board and care or intermediate care.
4. Units within the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
5. Housing located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.
6. College or other school dormitories.
7. Units owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution.
8. Manufactured homes.
9. Cooperative housing.
10. Transitional housing.
11. Units occupied by the owner.

The Burbank Housing Authority may not attach or pay PBVP assistance to any of the following types of subsidized housing:

1. Public housing dwelling unit;
2. A unit subsidized by any other form of Section 8 assistance (tenant-based or project based);
3. A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
4. A unit subsidized with any government subsidy that covers all or any part of the operating costs of the housing;
5. A section 236 project (insured or noninsured) or a unit subsidized with Section 236 rental assistance payments;
6. A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949 (a Rural Housing Services Program);
7. A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987);
8. Section 202 supportive housing for the elderly;
9. Section 811 supportive housing for persons with disabilities;
10. A Section 101 rent supplement project;

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11. A unit subsidized with tenant-based assistance (as defined at 24 CFR 982.1(b)(2)) (e.g. Home Program); or
12. Any unit with any other duplicative Federal, State, or local housing subsidy as determined by HUD. For this purpose, "housing subsidy" does not include the housing component of a welfare payment, a Social Security payment received by the family, or a rent reduction because of a tax credit.

D. SPECIAL HOUSING TYPES [24 CFR 983.9]

In PBVP, the Burbank Housing Authority will not provide assistance for shared housing, cooperative housing, manufactured homes space rental, or the homeownership option. A group home may include one or more group home units. A separate lease is executed for each elderly person or person with disabilities who resides in a group home.

E. DECONCENTRATION OF POVERTY AND EXPANSION OF HOUSING AND ECONOMIC OPPORTUNITIES

In accordance with HUD requirements, all PBVP HAP Contracts or assistance agreements must be for units located in census tracts with poverty rates of less than 20%, unless HUD specifically approves an exception. The City of Burbank meets this requirement. Activities under the PBVP are subject to HUD environmental regulations in 24 CFR 50 and 58.

F. AGREEMENT & SECTION 8 PROJECT BASED VOUCHER HOUSING ASSISTANCE PAYMENTS CONTRACT [24 CFR 983.202, 983.203, 983.204, & 983.205] on

The Burbank Housing Authority must enter into an Agreement with the owner. The owner agrees to develop the contract units to comply with the HQS, and the Burbank Housing Authority agrees that upon timely completion of such development in accordance with the terms of the Agreement, the Burbank Housing Authority will enter into an Agreement with the owner for the approved number of units. The Agreement will be canceled if the HAP Contract is not executed within 120 days of notification of completion.

The Burbank Housing Authority must enter into an Agreement with the owner stating the terms and conditions of the PBVP project. The initial Agreement term for existing housing may not be less than one year nor more than ten years. The initial Agreement term for new construction or rehabilitated housing may not be less than one year nor more than 20 years. The Burbank Housing Authority has sole discretion to determine the initial term of the HAP Contract with these limits.

Within one year before expiration of the Agreement, the Burbank Housing Authority may agree to extend the term of the Agreement for existing housing for an additional term up to 20 years for new construction or rehabilitated housing if the Burbank Housing Authority determines an extension is appropriate to continue to provide affordable housing for low-

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income families. Agreements maybe renewed for terms for an aggregate total of 40 years, subject to the availability of appropriated funds.

At the sole option of the Burbank Housing Authority, the Burbank Housing Authority may renew expiring Agreements for such period or periods as the HUD field office determines appropriate to achieve long term affordability of assisted housing. The Burbank Housing Authority must identify the funding source for renewals; different funding sources may be used for the initial term and review terms of the Agreement.

The Agreement must provide that the term of the Burbank Housing Authority contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the Burbank Housing Authority in accordance with HUD instructions. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the Agreement, the Burbank Housing Authority has the right to terminate the Agreement by notice to the owner for all or any of the contract units.

Once the Burbank Housing Authority has received owner notification that the construction or rehabilitation has been completed, the owner must submit at minimum the following evidence of completion to the Housing Department:

1. Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and
2. Owner certification that the owner has complied with labor standards and equal opportunity requirements in the development of the housing.

At the Burbank Housing Authority discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

1. Certificate of Occupancy; and
2. An architect's certification that the housing complies with HQS, State, local and/or other building codes

After the Housing Department has receive owner notice, the Burbank Housing Authority must inspect the building to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirements imposed by the Burbank Housing Authority under the Agreement. If the work has not been completed in accordance with the Agreement, the Burbank Housing Authority must not enter into the HAP Contract.

The Burbank Housing Authority must execute the HAP Contract if the Burbank Housing Authority accepts the unit(s). The effective date of the HAP Contract may not be earlier

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than the date of the Burbank Housing Authority inspection and acceptance of the Unit(s).

After commencement of the HAP Contract term, the Burbank Housing Authority must make monthly housing assistance payments for each unit occupied under lease by an eligible family.

At the discretion of the Burbank Housing Authority and subject to all PBVP requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for previously covered contract unit. Prior to such substitution, the Burbank Housing Authority must inspect the proposed substitute unit and must determine the reasonable rent.

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires owners to provide not less than one-year written notice to tenants and HUD of expiration or termination of the Contract.

G. REDUCTION OF UNITS

Owners must lease all assisted units under a HAP Contract to eligible families. Leasing of vacant, assisted units to ineligible tenants is a violation of the Agreement and grounds for all available legal remedies, including suspension or debarment from the HUD program and reduction of the number of units under the Agreement. Once the Burbank Housing Authority determines that a violation exists, the Burbank Housing Authority must notify the HUD field office of its determination and the suggested remedies. At the direction of the HUD field office, the Burbank Housing Authority must take the appropriate action.

If at any time beginning 180 calendar days after the effective date of the Agreement, the owner fails to have the assisted units leased to families receiving housing assistance or to families who were eligible when they initially leased the unit, but are no longer receiving housing assistance, the Burbank Housing Authority may, on at least a 30 calendar days notice, reduce the number of units covered by the Agreement. The Burbank Housing Authority may reduce the number of units actually leased or available for leasing by eligible families, plus 10 percent (round up).

If the owner has only one unit under a HAP Contract, and if one year has elapsed since the date of the last housing assistance payment, the HAP Contract may be terminated with the consent of the owner.

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The Burbank Housing Authority will agree to an amendment of the Agreement to provide for subsequent restoration of any reduction made pursuant to the above-mentioned paragraph of this section, if:

1. The Burbank Housing Authority determines that the restoration is justified by demand.
2. The owner otherwise has a record of compliance with obligations under the Agreement; and
3. Contract authority is available.

H. RESPONSIBILITIES OF THE BURBANK HOUSING AUTHORITY [24 CFR 983.201]

The BHA must:

1. Inspect the project before, during, and upon completion of new construction or rehabilitation; and
2. Ensure that the amount of assistance that is attached to units is within the amounts available under the ACC.

I. RESPONSIBILITIES OF THE OWNER [24 CFR 983.208 & 24 CFR 982.452]

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP Contract, providing the Burbank Housing Authority with a copy of any termination of tenancy notification, and offering vacant, accessible units to a family with one or more members with a disability requiring accessibility features of the vacant unit and occupying an assisted unit not having such features.

J. FAMILY PARTICIPATION [24 CFR 983.251]

The Burbank Housing Authority will use the tenant-based assistance waiting list for its PBVP, pursuant to 24 CFR 982.201, 982.202 except paragraph (b)(c), 982.203, 982.204 except paragraph (a)(b), 982.205 except paragraph (a), 982.206 and 982.207. When the owner notifies the Burbank Housing Authority of vacancies in the PBVP units, the Burbank Housing Authority will refer one or more families of the appropriate size from its waiting list. A family that refuses an offer of a PBVP unit will keep its place on the tenant-based waiting list. The owner must rent all vacant PBVP units to eligible families referred by the Burbank Housing Authority. The Burbank Housing Authority will determine eligibility of any family referred for a PBVP unit.

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Before the Burbank Housing Authority selects a specific unit to which assistance is to be attached, the Burbank Housing Authority must determine whether the unit is occupied, and if so, whether the occupants are eligible for assistance. If the unit is occupied by an eligible family (including a single person) and the Burbank Housing Authority selects the unit, the family must be given the opportunity to lease that unit or another appropriately sized, project-based unit in the project without requiring that the family be placed on the waiting list. The Burbank Housing Authority may not enter into an agreement to provide project-based assistance to a unit whose occupants are not eligible to participate in the program.

If the Burbank Housing Authority does not refer a sufficient number of interested families on the Burbank Housing Authority's waiting list to the owner within 30 days of the owner's notification to the BHA of a vacancy, the owner may advertise for or solicit applications from eligible, very low-income families. The owner must refer these families to the BHA to determine eligibility. The Burbank Housing Authority and/or owner may also partner with other agencies for referrals for project-based units.

The owner is responsible for screening and selection of tenants for their project parameters. The owner must adopt written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income households and with a family's ability to perform the lease obligations. The owner must promptly notify any rejected family in writing of the grounds for that rejection.

In order for a family to be eligible for participation under the PBVP, the family must meet the eligibility criteria outlined in Chapter 2 of this Plan, "Eligibility for Admission" and the family's annual income may not exceed the applicable income limit as set by HUD.

A family becomes a participant when the family and owner execute a lease for a unit with project-based assistance.

If the HAP Contract for the unit expires or if the Burbank Housing Authority terminates the HAP Contract for the unit:

1. The Burbank Housing Authority must issue the assisted family in occupancy of a unit a HCV for assistance under the Burbank Housing Authority's voucher program, unless the Burbank Housing Authority has determined that it does not have sufficient funds for continued assistance for the family, or unless the Burbank Housing Authority denies issuance of a HCV in accordance with 24 CFR 982.552.
2. If the unit is not occupied by an assisted family, then the available funds under the ACC that were previously committed for support of this project-based assistance for the unit must be used for the Burbank Housing Authority's tenant-based voucher program.

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K. BRIEFING SESSIONS FOR PBVP PARTICIPANTS [24 CFR 983.252]

Briefing sessions will be held for families who have been selected to occupy a project-based unit. The briefing session will provide the family with the following:

1. Information regarding the tenant rent and any applicable utility allowance.
2. A copy of the Lead-Based Paint information pamphlet.
3. Family and owner responsibilities under the lease and HAP Contract.
4. Information on Federal, State, and local equal opportunity laws.
5. The fact that the subsidy is tied to the unit, that the family must occupy a unit under the program, that a family that moves from the unit does not have any right to continued assistance.
6. The likelihood of the family receiving a HCV after the HAP Contract expires.
7. The family's options under the program if the family is required to move because of a change in family size or composition; and
8. Information on the Burbank Housing Authority's procedures for conducting informal hearings for participants, including a description of the circumstances in which the Burbank Housing Authority is required to provide the opportunity for an informal hearing, in accordance with 24 CFR 982.555, and the procedures for requesting a hearing (see Chapter 13 of this Plan).

L. PHYSICAL CONDITION STANDARDS & PHYSICAL INSPECTION REQUIREMENTS

Housing used in the PBVP must be maintained and inspected in accordance with the requirements in 24 CFR 5, subpart G prior to the HAP Contract execution. In addition to the standards in 24 CFR 5, subpart G, the dwelling unit must have a living room, a kitchen area, and a bathroom. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons.

The Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR 35, subparts A, B, H, and R of this title apply to units assisted under this part.

The dwelling unit must be inspected and must pass HQS prior to the execution of the Lease.

M. MAINTENANCE, OPERATION AND INSPECTION [24 CFR 983.208]

The following sections do not apply to the PBVP:

1. 24 CFR 982.404: Maintenance: Owner and family responsibility; PHA remedies.
2. 24 CFR 982.405: PHA periodic unit inspections and enforcement of HQS.

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The owner must provide all the services, maintenance and utilities as agreed under the HAP Contract, subject to abatement of housing assistance payments or other applicable remedies if the owner fails to meet these obligations.
In addition to the inspections required prior to execution of the HAP Contract, the Burbank Housing Authority must inspect or cause to be inspected each dwelling unit under a HAP Contract at least annually, and at such other times as may be necessary to ensure that the owner is meeting the obligations to maintain the unit in decent, safe, and sanitary conditions and to provide the agreed upon utilities and other services. The Burbank Housing Authority must take into account complaints and any other information coming to its attention in scheduling inspections.
If the Burbank Housing Authority notifies the owner that the units under HAP Contracts are not being maintained in decent, safe, and sanitary conditions and the owner fails to take corrective action within the time prescribed in the notice, the Burbank Housing Authority may exercise any of its rights or remedies under the HAP Contract, including abatement of housing assistance payments, even if the family continues in occupancy, or the termination of the HAP Contract and termination of assistance to the family, in accordance with 24 CFR 982.552.

N. OVERCROWDED, UNDEROCCUPIED, AND ACCESSIBLE UNITS [24 CFR 983.260]

If the Burbank Housing Authority determines that a family is occupying the wrong sized unit or the unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Burbank Housing Authority must promptly notify the family and the owner of this determination, and of the Burbank Housing Authority offer of continued assistance in another unit. If the Burbank Housing Authority's subsidy standards changed after the family moved into the unit and the family has not had a change in family composition, the family will not be considered in the wrong sized unit.

The owner must offer the family a suitable alternative unit if one is available and the family shall be required to move. If the owner does not have a suitable unit available within the family's ability to pay the rent, the Burbank Housing Authority (if it has sufficient funding) may offer tenant-based assistance to the family or otherwise assist the family in locating other standard housing in the Burbank Housing Authority's jurisdiction within the family's ability to pay and require the family to move to such a unit.

If the Burbank Housing Authority offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the Burbank Housing Authority must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the PHA).

If the Burbank Housing Authority offers the family the opportunity for another form of continued housing assistance in accordance with 24 CFR 983.261(b)(2) (not in the

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tenant-based voucher program), the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the Burbank Housing Authority, or both, the Burbank Housing Authority must terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of the reasonable period that was determined by the Burbank Housing Authority

O. ASSISTED TENANCY AND TERMINATION OF TENANCY [24 CFR 983.206]

The term of a lease, including a new lease or a lease amendment, executed by the owner and the family must be for at least one year, or the remaining term of the HAP Contract if the remaining term of the HAP Contract is less than one year. The family must notify the Burbank Housing Authority and the owner before the family moves out of the unit. Term of assisted tenancy, 24 CFR 982.309, and owner termination of tenancy, 24 CFR 982.310(d)(1)(iii)(iv), do not apply to the PBVP.

The family is required to terminate the lease with a 60-day advance written notice to the owner and a copy of the notice to the Burbank Housing Authority. The owner may offer the family a new lease for execution by the family for a term beginning at any time after the first year of the term of the lease. The owner must give the family written notice of the offer at least 90 days before the proposed commencement date of the new lease term. The offer may specify a reasonable time for acceptance by the family. Failure by the family to accept the offer of a new lease in accordance with this paragraph shall be “other good cause” for termination of tenancy.

P. RENT AND HOUSING ASSISTANCE PAYMENT [24 CFR 983.302]

In 24 CFR 982 subpart K, rent and housing assistance payment for tenant-based program, the following are the only sections that apply to the PBVP under 24 CFR 982 subpart K (regular and interim re-examination of the family income and composition) and 24 CFR 982.517 (utility allowance schedule).

Q. LIMITS ON INITIAL RENT TO OWNER [24 CFR 983.301]

The initial rent to owner for a unit may not exceed the reasonable rent as determined by the Burbank Housing Authority, in accordance with 24 CFR 983.303.
The tenant rent under the PBVP is limited to 30% of the participant’s adjusted monthly income minus tenant paid utilities.
The initial gross rent for a unit (rent to owner plus utility allowance) may not exceed the payment standard rent limit as determined by the BHA, in accordance with 24 CFR 982.503. However, at the time of initial occupancy by the eligible family, the family gross rent must not exceed 40% of the family adjusted monthly income.
The PBVP HAP Contract shall establish gross rents that do not exceed 110% of the established Fair Market Rent (FMR) or any HUD-approved “exception payment standard” for the City of Burbank. The HAP Contract will also allow for an annual rent adjustment.

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The initial and adjusted rents to the owner must also be reasonable in relation to rents charged in the private market for comparable unassisted units.

R. ANNUAL ADJUSTMENT OF RENT TO OWNER [24 CFR 983.302]

At each annual anniversary date of the HAP Contract, the Burbank Housing Authority may re-determine the rent to owner in accordance with the following requirements:

1. The owner must request a rent increase (including a comparability study to determine the amount of such increase) by written notice to the Burbank Housing Authority, at least 60 days before the HAP Contract anniversary. The request must be submitted in the form and manner required by the Burbank Housing Authority.
2. The Burbank Housing Authority may not increase the rent at the annual anniversary unless:
    a. The owner requested the increase by the 60-day deadline; and
    b. During the year before the HAP Contract anniversary, the owner complied with all requirements of the HAP Contract, including compliance with HQS for all contract units.
3. Rent increases will be implemented at the time of HAP Contract Anniversary.

The adjusted rent to owner equals the lesser of:

1. The re-adjustment rent to owner multiplied by the applicable Section 8 Annual Adjustment Factor published by HUD.
2. The reasonable rent as determined by the Burbank Housing Authority, in accordance with 24 CFR 983.303; or
3. The rent requested by owner.

The applicable factor is the published annual adjustment factor in effect 60 days before the HAP Contract anniversary. In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments. The rent to owner may be adjusted up or down, in accordance with 24 CFR 983.301.

S. SPECIAL ADJUSTMENT OF THE RENT TO OWNER [24 CFR 983.301]

At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner. The Burbank Housing Authority may only make a special adjustment of the rent to owner if the adjustment has been approved by HUD.
A special adjustment may only be approved to reflect increases in the actual and necessary costs of owning and maintaining the contracted units because of substantial and general increases in:

1. Property taxes.
2. Special governmental assessments.
3. Utility rates; or
4. Cost of utilities not covered by the regulated rates.

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A special adjustment may only be approved if and to the extent that the owner demonstrates that cost increases are not adequately compensated by application of the published annual adjustment factor at the HAP Contract anniversary. The owner must demonstrate that the rent to owner is not sufficient for proper operation of the housing.
The adjusted rent may not exceed the reasonable rent as determined by a comparability study, in accordance with 24 CFR 983.301. The owner must submit financial information, as requested by the BHA, that supports the grant or continuance of a special adjustment. For HAP Contracts of more than 20 units, such financial information must be audited.
The Burbank Housing Authority may withdraw or limit the term of any special adjustment. If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to owner.

T. REASONABLE RENT [24 CFR 983.303]

The Burbank Housing Authority may not enter an agreement to enter into a HAP Contract until the Burbank Housing Authority determines that the initial rent to owner under the HAP Contract is reasonable. During the term of a HAP Contract, the rent to owner may not exceed the reasonable rent as determined by the Burbank Housing Authority.
At least annually during the HAP Contract term, the BHA must re-determine that the current rent to owner does not exceed a reasonable rent. The BHA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the BHA must consider:

1. The location, quality, size, unit type, and age of the contract unit; and
2. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

U. VACANT UNITS [24 CFR 983.352]

Vacancy payments will not be paid for vacant units

V. CONVERSION OF SECTION 8 PROJECT-BASED ASSISTANCE TO TENANT-BASED ASSISTANCE [PIH NOTICE 99-40, SEPTEMBER 1, 1999]

HUD currently provides additional funding to public housing agencies to assist eligible residents who are affected by “housing conversions.” Housing conversions occur when a Section 8 Project-Based Contract is near expiration, has expired, or the owner chooses to “opt-out” of the Contract (“Contract termination”). In those instances where expiring Project-Based Rental Assistance is being replaced by Tenant-Based Rental Assistance (TBRA) Vouchers, HUD shall determine the appropriate actions and provide guidance and instruction to the Burbank Housing Authority.

The conversion process typically begins with HUD’s receipt of the notice from the owner stating the intent to terminate the existing Contract. This notice must be in writing and provided to both the tenants and HUD, not less than one year from the Contract

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termination date. It is the responsibility of HUD to enforce the notification requirements of the owner. Based on the appropriate notification and at least 120 days prior to the termination date of the Contract, HUD shall determine the number of occupants in place, the composition of each family, and extend an invitation to the Burbank Housing Authority offering the Burbank Housing Authority the opportunity to administer TBRA to the eligible families. Once the Burbank Housing Authority has agreed to administer TBRA and issue HCVs, the existing ACC between the Burbank Housing Authority and HUD will require modification.

HUD shall transmit all pertinent family composition data to the Burbank Housing Authority. The Burbank Housing Authority shall utilize this information to begin the review of each family's eligibility for admission to the TBRA Program. As part of the determination of eligibility, the Burbank Housing Authority may require families to complete the following:

1. Submit a completed program application and any other required program form(s).

2. Submit any records pertinent to the determination of eligibility, i.e., identification cards, Birth Certificates, Social Security cards, proof of citizenship, proof of income, proof of assets, certification forms, affidavits, etc.

3. Attend an interview with Burbank Housing Authority staff; and

4. Attend mandatory briefing session conducted by Burbank Housing Authority staff (rental vouchers issued to eligible families).

Due to the severe time constraints often associated with these conversion actions, the Burbank Housing Authority may use the owner's most recent family income re-examinations, if:

1. The owner's certification for the family is no more than six months old; and

2. The Burbank Housing Authority determines that the owner's certifications are acceptable after reviewing a small sample for accuracy.

The Burbank Housing Authority is not required to use the owner's certifications and may opt to conduct its own income determination and verification.

The Burbank Housing Authority will make every effort to have the determination of eligibility completed and the rental vouchers issued to eligible families no later than 60 days before the termination date of the contract. Once these requirements are completed, the Burbank Housing Authority must:

1. Ensure the units selected by the families are eligible (see Chapter 2 of this Plan). " Eligibility for Admission"

2. Conduct HQS inspections for units selected by families, (see Chapter 10 of this Plan), "Housing Quality Standards and Inspections".

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3. Ensure the rent is reasonable, see Chapter 9 of this Plan, “Request for lease approval and contract execution”; and

4. Execute a HAP Contract with the owner.

HUD encourages housing agencies to begin tasks such as certifying families and approving units before receiving the ACC funding exhibit to avoid the potential adverse impact on the families. However, the Burbank Housing Authority may not under any circumstances execute a HAP Contract prior to receiving the notification letter and the effective date of the funding contained on the ACC funding exhibit.
Housing conversions represent a very unique opportunity for the Burbank Housing Authority to be pro-active in safeguarding the welfare of families residing in affordable housing developments that are faced with rental increases or possible displacement. Although some actions may not be taken by the Burbank Housing Authority without seeking prior approval from HUD, the Burbank Housing Authority shall continue to be committed to providing supportive services and guidance to families that are affected by these circumstances.

W. MOVES WITH CONTINUED RENTAL ASSISTANCE

If the family decides to relocate after 3 years, the family may be eligible for other forms of rental assistance, if funding is available. Family may only move in accordance with Chapter 9 of this Plan, “Request for lease approval and contract execution”.
Rental assistance under the PBVP will terminate for families that vacate the assisted unit during the initial term of the lease in accordance with Chapter 11 of this Plan, “Denial or Termination of Assistance”.

X. FAMILY RIGHT TO MOVE [24 CFR 983.261]

The family may terminate the assisted lease at any time after the third year of occupancy in accordance with Chapter 9 of this Plan, “Request for Lease Approval and Contract Execution”. The family must give the owner advance written notice of intent to vacate (with a copy to the Burbank Housing Authority) in accordance with the lease.
If the family has elected to terminate the lease in this manner, the Burbank Housing Authority must offer the family the opportunity for continued TBRA, in the form of either assistance under the HCVP or other comparable TBRA.

Before providing notice to terminate, the family must contact the Burbank Housing Authority, in writing, to request comparable TBRA if the family wishes to move with continued assistance. If a HCV or other comparable TBRA is not immediately available upon termination of the family's lease of a PBVP unit, the Burbank Housing Authority must give the family priority to receive the next available opportunity for continued TBRA. The family will receive the next available opportunity based on the date and time when their written requested was received.

The family will not be able to use a HCV in a project based unit. If a HCV has been issued and the family decides to remain in a project based unit, the owner must agree to continue the family’s tenancy. At which time, the HCV will be cancelled. The family will be required

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to continue their search for a unit if the owner does not agree to continue the family's tenancy. Therefore, the HCV will expire if the family does not locate a suitable unit by the expiration date and the family's participation in the PBVP will end.

The family will not be eligible for a HCV or other comparable TBRA if the family fails to submit written request to the Burbank Housing Authority prior to serving a 60 Day Notice to terminate to the owner and/or the family is not in good standing with the terms of the lease and Family Obligations. Families may not be eligible for any other form of rental assistance if the property owner has served notice to vacate. Moves with continued assistance are allowed in accordance with Chapter 9 of this Plan, "Request for Lease Approval and Contract Execution".

If the family terminates the assisted lease before the end of one year, or if the family has violated program rules and regulations, the family relinquishes the opportunity for continued TBRA.

The Burbank Housing Authority will ensure the family is in compliance with the rules and regulations. The Burbank Housing Authority will follow the policies and procedures outlined in Chapter 9 of this Plan, "Request for Lease Approval and Contract Execution" for the HCVP.

If the family is in compliance with the program rules and regulations, the family may move utilizing portability. The Burbank Housing Authority will follow the policies and procedures outlined in Chapter 9 of this Plan, "Request for Lease Approval and Contract Execution" for the HCVP.

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CHAPTER 19

SPECIAL PURPOSE VOUCHERS

INTRODUCTION

Special Purpose Vouchers (SPVs) are a specific type of HCV program administered by the BHA. By collaborating with other partners, SPVs provide rental assistance resources to specific populations to support the community's plan to end homelessness.

The BHA administers the following types of special purpose vouchers:

- Veterans Affairs Supportive Housing (VASH)
- Foster Youth to Independence (FYI) program

This chapter describes HUD regulations and BHA policies for administering SPVs.

PART 1
VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics (CBOCs).

A. SPECIAL RULES FOR THE HUD-VASH VOUCHER PROGRAM

This section outlines the waivers or alternative requirements for the administration of the HUD-VASH program. Unless expressly stated below, all HUD regulations regarding the HCV and PBV programs are applicable to HUD-VASH vouchers. The BHA's local discretionary policies adopted in this administrative plan apply to HUD-VASH vouchers unless the BHA policy conflicts with the requirements of the HUD-VASH vouchers outlined below. In such cases the requirements in this chapter supersede the local discretionary policy.

B. THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS (VA)

The VA determines the eligibility of veterans based on the following criteria:

1. Veterans must meet the definition of homelessness defined in the McKinney-

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Vento Homeless Assistance Act as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2012.

2. Veterans must need case management services, as determined by VA case workers, to obtain and sustain independent community housing.
3. Eligible candidates for the program must participate in case management. The VA is responsible for providing appropriate treatment and supportive services to potential HUD- VASH program participants.

C. REFERRALS

VA HUD–VASH case managers will refer HUD–VASH-eligible families to the BHA for the issuance of vouchers. The BHA must accept referrals from the VA partner. Therefore, the BHA does not have the authority to maintain a waiting list or apply local preferences for HUD–VASH vouchers.

D. PARTICIPANT ELIGIBILITY

Eligible families are homeless veterans and their families that are referred to the BHA by the VA. Before making referrals to the BHA, VA staff screen families according to the VA's screening.

When the BHA receives a referral from the VA, the BHA may only screen the family for the criteria below:

1. Income eligibility
2. Citizenship; and
3. Subjectivity to a lifetime registration requirement under a state sex offender registration program.

E. BACKGROUND CHECK

The BHA may not screen for criminal background other than to determine if a household member is subject to a lifetime registration requirement under a state sex offender registration program.

If a family member is subject to lifetime registration under a state sex offender registration program, the remaining family members may be served if the family agrees to remove the sex offender from its family composition. If the family member subject to lifetime registration under a state sex offender registration program is the homeless veteran, the family will be denied admission to the program.

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F. SOCIAL SECURITY AND DATE OF BIRTH VERIFICATION

The BHA must accept DD-214 certificates and VA-verified Applications for Health Benefits as verification of social security numbers and birthdates. VA identification cards must be accepted as government-issued photo identification, and they can also be used to verify social security numbers and birthdates.

G. INCOME AND ELIGIBILITY

Under HUD VASH operating requirements, the Burbank Housing Authority must use up to 80% of the area median income for homeless veterans.

When determining the applicant's annual income for purposes of income eligibility, the BHA must exclude all VA service-connected benefits received by the HUD-VASH applicant in addition to the income exclusions listed under in Chapter 5 of this administrative plan. This special income exclusion only applies to the definition of annual income for purposes of determining income eligibility. VA service-connected benefits (with the exception of the normally excluded deferred VA disability payments) must still be included as annual income when calculating the family's adjusted income. In other words, the VA service-connected disability benefits are excluded for purposes of determining income eligibility but included for purposes of calculating the housing assistance payment of the participant.

BHA may not deny admission to a family with zero income. When the veteran family reports that they have zero income, the BHA must accept a self-certification of zero income from the family at admission and at reexamination without taking any additional steps to require that the family verify zero reported income. The self-certification does not need to be notarized. The BHA must verify families' income in the EIV System within 120 days after admission.

H. EXCEPTION PAYMENT STANDARD

To assist VASH participants in finding affordable housing, the BHA may establish a HUD-VASH exception payment standard. The BHA may go up to but no higher than 120 percent of the published area-wide fair market rent (FMR) or small area fair market rent (SAFMR) specifically for VASH families. Should the BHA establish a VASH exception payment standard over 120 percent, the BHA must request a waiver from HUD.

VASH participants not residing in a subsidized unit will receive the HUD approved Exception Payment Standard for a Zero, One, Two- and Three-Bedroom Voucher. This Exception Payment Standard may be applied at interim reexaminations.

I. VOUCHER SEARCH TERM AND LEASING

Families issued a HUD-VASH voucher:

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1. must be given a minimum of 120 days to search for a unit.
2. may enter into an initial lease with an owner for less than 12 months.
3. may live on the grounds of a VAMC in units owned by the VA.

BHA may pre-inspect units that veterans may be interested in leasing. If a family selects a unit that passed an HQS inspection (without intervening occupancy) within 90 days of the date of the Request for Tenancy Approval, the unit may be approved.

J. CASE MANAGEMENT

Veterans must agree to participate in case management in order to receive a HUD-VASH voucher. HUD-VASH voucher assistance must be terminated if the family refuses, without good cause, to participate in required case management as verified by the VA.

However, the VA determination that case management is no longer needed is not grounds for termination of assistance. In such cases, a family may be offered a regular voucher to free up the HUD-VASH voucher, or they may keep their HUD-VASH voucher.

K. CHANGE IN FAMILY COMPOSITION

When new family members are added after the veteran is a participant, regular BHA eligibility criteria apply. Other than the birth, adoption or court-awarded custody of a child, the addition of any other family member must be approved by the BHA in accordance with the BHA's administrative plan.

L. VOUCHER REASSIGNMENT UPON FAMILY BREAK-UP

Because the HUD-VASH program is targeted to provide housing to homeless veterans, in most cases of family break-up, the voucher must remain with the veteran.

The major exception to this rule is if a veteran's family member is receiving protection as a victim of domestic violence, dating violence, stalking or sexual assault and the veteran is the perpetrator of such violence, the victim must continue to be assisted. Upon termination of a veteran-perpetrator's HUD-VASH voucher due to the veteran-perpetrator's acts of domestic violence, dating violence, stalking, or sexual assault, the victim receiving VAWA protections may be given a regular HCV if one is available, and the perpetrator's HUD-VASH voucher can be used to serve another eligible veteran family. If a regular HCV is not available for the victim, the victim will continue to utilize the HUD-VASH voucher and the perpetrator must be removed from the household. In the case of the victim utilizing the HUD-VASH voucher upon termination of the perpetrator, the HUD-VASH voucher must be issued to another eligible veteran family upon the voucher's turnover.

If the veteran dies or is incarcerated, the voucher remains with the remaining members of the tenant family. The BHA may use one of its own HCVs to continue assisting this

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family and free up a voucher for another HUD-VASH eligible family. If an HCV is not available, the family will continue utilizing the HUD-VASH voucher. Once the HUD-VASH voucher turns over, however, it must go to a homeless veteran family.

M. PORTABILITY

In order to ensure that participants can continue to receive case management, there are additional guidelines related to portability for HUD-VASH. Families will be limited to moving to jurisdictions where VAMC or CBOC case management services are available if case management is still required. The BHA will consult with the initial VA facility prior to approving any move.

The additional guidelines for portability associated with the HUD-VASH program are described below:

1. *With Case Management and Within Initial VAMC's Catchment Area*: A HUD-VASH family can move within the VAMC's catchment area as long as case management can still be provided, as determined by the VA. If the receiving PHA does not have a HUD-VASH program, the receiving PHA must bill the BHA. If the receiving PHA does have a HUD-VASH program, they may absorb the family if they choose.
2. *With Case Management and Outside Initial VAMC's Catchment Area*: A HUD-VASH family can move if the referring VAMC confirms that the new VAMC has an available case management slot. The receiving PHA must have a HUD-VASH program and the HUD-VASH family must be absorbed.
3. *Case Management is No Longer Required*: If a HUD-VASH family wishes to move under portability and the veteran no longer requires case management, the family can move to a community where case management is not provided. The receiving PHA does not need to be a HUD-VASH PHA, and the receiving PHA may choose to bill the BHA or absorb the veteran with a regular voucher.

N. VOUCHER TURNOVER

HUD-VASH vouchers must be issued to eligible veteran families as identified by the VA upon turnover.

O. PROJECT BASING HUD-VASH VOUCHER

BHA must operate HUD-VASH PBVs under the regulations for the PBV except in cases where the VASH operating requirements supersede these regulations, such as regulations referring to admissions and waiting lists.

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General Requirements

The BHA may project-base HUD-VASH vouchers in projects alongside other PBV units and may execute a single HAP contract covering both the HUD-VASH PBVs and the other PBVs. However, the contract rents may not be different based on whether the unit is a HUD-VASH PBV unit or a non-HUD-VASH PBV unit.

Project Cap

All units exclusively made available to HUD-VASH families in a PBV project are exempted from the PBV income-mixing requirements (project cap).

Program Cap

HUD-VASH units made available under a competitive PIH notice for HUD-VASH PBV units are excluded from the PBV percentage limitation (program cap). All other HUD-VASH vouchers that the PHA opts to project-base, are still subject to the PBV program cap.

Termination from PBV due to failure to participate in case management:

Upon notification by the VA of the family's failure to participate in VA-required case management, the BHA must provide the family a 30/60/90 days to vacate the unit. The PHA must terminate assistance to the family at the earlier of:

(1) the time the family vacates or

(2) the expiration of the reasonable period given to vacate.

If the family fails to vacate the unit within the established time, the owner may evict the family. If the owner does not evict the family, the BHA must remove the unit from the HAP contract or amend the HAP contract to substitute a different unit in the project if the project is partially assisted.

Voluntary Moves from PBV:

If a HUD-VASH family is eligible to move from its PBV unit and there is no HUD-VASH tenant-based voucher available at the time the family requests to move, a family that still requires case management must wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days.

If a HUD-VASH tenant-based voucher is still not available after that period, the family must be allowed to move using its HUD-VASH voucher as tenant-based assistance. The BHA may allow the family to move using its HUD-VASH voucher as tenant-based assistance without having to meet this 180-day waiting period. The BHA may either amend the PBV HAP contract to replace the assistance in the PBV unit with one of its regular vouchers if the unit is eligible for a regular PBV or the BHA and owner may agree to temporarily remove the unit from the HAP contract. If a HUD-VASH veteran has been

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determined to no longer require case management, the BHA must allow the family to move with the first available tenant-based voucher if no HUD-VASH voucher is immediately available and cannot require the family to wait for a HUD-VASH voucher to become available.

Cases of a wrong-size PBV unit or a PBV unit with accessibility features that the family no longer requires.

If the BHA determines that a HUD-VASH family is occupying a wrong-size PBV unit or a PBV unit with accessibility features that the family does not require and the PBV unit is needed by a family that requires the accessibility features, the PHA must notify the family and the owner within 30 days of the BHA's determination. HUD applies an alternative requirement for HUD-VASH PBV units Specifically, the BHA's offer of continued housing assistance (that must be made within 60 days of the BHA's determination) must be in the form of either a HUD-VASH tenant-based voucher or another HUD-VASH PBV unit. If no HUD-VASH assistance is available for the BHA to offer within 60 days of the BHA's determination, the BHA must remove the wrong-sized or accessible unit from the HAP contract to make HUD-VASH voucher assistance available to issue the family a tenant-based HUD-VASH voucher. The required provision of tenant-based assistance requires that the family may elect to use its tenant-based assistance to remain in the same project when a PBV HAP contract terminates or expires, does not apply to families issued a HUD-VASH tenant-based voucher under this circumstance. The BHA may use another voucher to add the unit removed under this alternative requirement to the HAP contract after the family vacates the property.

Redesignation of unit

With VAMC approval, the BHA and owner may agree to amend a PBV HAP contract to re-designate a regular PBV unit as a unit specifically designated for HUD-VASH families. The BHA and owner may also agree to amend a PBV HAP contract to re-designate a unit designated for HUD-VASH families as a regular PBV unit, only if the unit is not funded through a HUD-VASH PBV set-aside award.

Zero- HAP admission

The BHA may select a unit occupied by a “zero-HAP” VASH eligible family or admit a “zero-HAP” VASH family to a unit if the PBV project is either on the grounds of a VA facility or there are VASH supportive services provided on-site at the project. During any period that the family's TTP falls below the gross rent, normal PBV requirements apply.

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PART 2
FOSTER YOUTH TO INDEPENDENCE INITIATIVE

The Foster Youth to Independence (FYI) initiative makes HCV assistance available to PHAs in partnership with Public Child Welfare Agencies (PCWAs). Under FYI, PHAs provide housing assistance on behalf of eligible youth with a history of child welfare involvement that are homeless or at risk of being homeless. Eligible households receive rental assistance and supportive services for a period of 36 months. Youth may receive up to an additional 24 months of rental assistance if they meet certain requirements.

A. PUBLIC CHILD WELFARE AGENCY (PCWA) [Notice PIH 2023-04]

The BHA must enter into a partnership agreement with a PCWA in the BHA's jurisdiction in the form of a Memorandum of Understanding (MOU).

The partnering PCWA must meet the following requirements:

1. Identify FYI-eligible youth: The PCWA must have a system for identifying eligible youth within the agency's caseload and for reviewing third party referrals.
2. System of Prioritization: the PCWA must have a system of prioritization based on the level of need of the youth and the appropriateness of intervention.
3. Written Certification: The PCWA must provide written certification to the BHA that a youth is eligible.
4. Supportive Services: The PCWA must provide or secure supportive services that are required to be offered.

The BHA has partnered with the Los Angeles County Department of Child and Family Services (DCFS) to implement the Foster Youth to Independence (FYI) program.

B. SUPPORTIVE SERVICES [Notice PIH 2023-04]

The PCWA must provide or secure a commitment to provide supportive services for participating youth for a minimum of 36 months. At a minimum, the following supportive services must be offered:

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services).
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook- up fees, and utility deposits.
3. Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher.
4. Job preparation and attainment counseling (where to look/how to apply, dress,

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grooming, relationships with supervisory personnel, etc.)

5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED) or attendance/financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

C. FYI ELIGIBILITY [Notice PIH 2023-04]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. As determined by the PCWA, eligible youth:

1. Are at least 18 years of age and not more than 24 years of age (have not yet reached their 25th birthday).
2. Have left foster care or will leave foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act.
3. Are homeless or at risk of becoming homeless at age 16 and older.

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance assuming they otherwise meet eligibility requirements.

D. WAITING LIST ADMINISTRATION

Once the BHA receives the referral from the PCWA certifying the youth is eligible for the FYI program, the BHA must compare the list of referrals to its HCV waiting list to determine if any of the referrals are already on the BHA's HCV waiting list. PCWA referrals on the BHA's HCV waiting must be assisted in order of their position on the HCV waiting. Any referrals not on the HCV waiting list must be placed on the BHA's HCV waiting list. If the BHA has a closed HCV waiting list, it must reopen the waiting list and place the FYI eligible applicants on the waiting list. The BHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants; however, the requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply.
The BHA selects eligible youths based on the BHA's regular HCV waiting list selection policies. However, per federal regulation, the BHA may not apply any residence preference to FYI voucher applicants. See chapters 3 and 4 for HCV waiting list policies.

E. HCV ELIGIBILITY DETERMINATION

Once the BHA selects an eligible youth from the HCV waiting list, the BHA must determine that the referral meets HCV program eligibility requirements. Applicants must be eligible under both FYI and HCV eligibility requirements. See chapter 2 for HCV eligibility requirements.

F. LEASE UP

The youth will be issued an FYI voucher once HCV eligibility has been determined.

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The following must be discussed during the FYI voucher briefing:

1. The extension of assistance provisions and requirements.
2. The availability of the FSS program and offer them an FSS slot, if available, or offer to place them on the FSS waiting list.
3. The supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FYI assistance.
4. All other required briefing session information described in Chapter 8 Section B.

During the briefing session, the applicant will be issued a Voucher with a term of 120 calendar days. A youth may request an extension of the Voucher for an additional 90 calendar days. The BHA must approve the extension request, whether written or oral, if it the request is made on or prior to the expiration date of the Voucher. For households with a person with a disability, an extension of 60 calendar days, in addition to the 90 calendar days, will be granted upon request as a reasonable accommodation.

The BHA will issue the applicant a notice, a minimum of 30 calendar days prior to the initial term expiration, to remind them of about the term expiration date and the process for requesting an extension of the initial term, and to inquire if the applicant is in need of assistance with their housing search.

All other processes related to voucher issuance and administration follow HCV program regulations. See chapter 8 for Voucher Issuance information.

The youth may not be 25 before the HAP contract has been executed. Should a youth fail to use the voucher, the BHA may issue the voucher to another eligible youth if one has been identified.

Turnover Vouchers

When the recipient of the FYI voucher leaves the program, the BHA must continue to use the FYI voucher for eligible youth upon turnover. If another eligible youth is not available, the BHA must notify HUD, and HUD will reduce the BHA's HCV assistance to account for the removal of the FYI assistance from the BHA's HCV baseline.

G. LENGTH OF ASSISTANCE [FR Notice 1/24/22]

As required by statute, an FYI voucher may only be used to provide housing assistance for youth for a maximum of 36 months. However, youth may receive an extension of the 36-month time limit of assistance for up to an additional 24 months if the youth is:

1. Participating in a Family Self-Sufficiency (FSS) program

2. Engaged in education, workforce development, or employment activities for at least 9 months of the 12-month period preceding the extension, if the youth

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was unable to enroll in an FSS program.

3. Eligible for one of three statutory exceptions

Extension of Assistance for FSS Enrollment prior to 36 Months

To receive the 24-month extension of voucher assistance, a FYI youth must enroll in the FSS program during their first 36 months of assistance (unless the youth meets one of the statutory exceptions described later in this section). If the BHA is unable to offer a FYI youth an FSS slot during their first 36 months of rental assistance, the youth is considered to have been "unable to enroll" in the program and may have their voucher extended by meeting the education, workforce development, or employment requirements, described later in this section.

The BHA must inform the FYI youth of the availability of the FSS program at the time the voucher is issued and offer them an FSS slot, if available, or offer to place them on the FSS waiting list.

Extension of Assistance for FSS Enrollment Between 36 and 48 Months

If an FSS slot becomes available between the 36-month and 48-month mark the BHA must offer the slot to a FYI voucher participant who had their voucher extended based on other eligible criteria .The BHA must work with the FYI voucher holder to determine whether enrollment in FSS is feasible and in their best interest given any education, workforce development, or employment activities that the FYI voucher holder is engaged in and any statutory exceptions that apply to the FYI voucher holder, as well as the remaining time on their FYI voucher.

If the FYI voucher holder accepts the FSS slot, the BHA must work with them to establish Contract of Participation goals and an Individual Training and Services Plan (ITSP) that can be accomplished within the period left on their FYI voucher. If the youth does not accept the FSS slot, the youth must meet one of the statutory exceptions or the education, workforce development, or employment requirement to receive an extension of rental assistance at the end of the 48 months.

Extension of Assistance for Youth Engaging in Education, Workforce Development, or Employment Activities

If the FYI youth has been unable to enroll in the FSS program during the first 36 months of receiving FYI assistance, the FYI voucher holder is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit. Extensions will be granted provided that the FYI voucher holder engaged in at least one of the education, workforce development, or employment activities described below for a minimum of nine months of the 12-month period preceding each extension.

To meet the nine months out of the preceding 12 months requirement, the FYI voucher holder may have engaged in one of the education, workforce development, or employment activities described below or a combination of these activities.

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The education, workforce development, or employment criteria are as follows:

1. The FYI voucher holder was engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent, as defined by the U.S. Department of Labor
2. The FYI voucher holder was enrolled in an *institution of higher education*, as such term is defined in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)) or an institution that meets the definition of a *proprietary institution of higher education* or a *postsecondary vocational institution* under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965 (20 U.S.C. 1002(b)(1) and (c)(1)), respectively.
    - The BHA requires that the FYI voucher holder must be enrolled on at least a half-time basis, as defined by the institution which they attend.
3. The FYI voucher holder was participating in a career pathway, as such term is defined in Section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).
4. The FYI voucher holder was employed.
    - The BHA requires that the FYI voucher holder must be working at least 20 hours a week.

The BHA will remind the FYI voucher holder at their second regular reexam of the education, workforce development, and employment requirements described above if the youth was not provided with the opportunity to enroll in the FSS program during the first 24 months of FYI assistance.

The BHA will send FYI participants a notice on how to demonstrate that they meet one of the conditions described above prior to the 36-month or 48-month recertification period.

Due to the timing of when the BHA verifies compliance and conducts the annual reexamination, the FYI youth may have not yet met the 9-month requirement but may be able to demonstrate that they will meet the 9-month requirement as of the end of the 36-month or 48-month period. In such cases, the FYI youth will still be considered to have met the requirements. The BHA will then conduct an annual reexamination. If the annual reexamination determines that the youth is still eligible for the HCV program, the BHA must provide the FYI youth the extension of voucher assistance.

Statutory Exceptions

FYI voucher holders will be entitled to receive an extension of assistance for up to 24 months beyond the 36-month time limit without participating in the BHA's FSS program or engaging in one of the education, workforce development, or employment activities if they certify that they meet one of the exceptions below:

1. The FYI voucher holder is a parent or other household member responsible for the care of a dependent child under the age of six or for the care of an incapacitated person.

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- The BHA defines an incapacitated person as a person under the age of eighteen years, or an adult individual who is unable to provide food, clothing, or shelter.

2. The FYI voucher holder is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.

3. The FYI voucher holder is a person who is incapable of complying with the requirement to participate in a FSS program as described above or engage in education, workforce development, or employment activities as described below, as applicable, due to a documented medical condition.

- The BHA defines a medical condition as a specific health issue or illness that can be diagnosed by healthcare providers based on symptoms, medication use, or diagnostic testing.

The BHA will require a self-certification from the youth prior to the 36 month and 48 moth annual reexamination to verify that the youth meet one of the exceptions.

If the BHA determines that the youth meets one of the statutory conditions described above, the BHA will then conduct an annual reexamination. If the annual reexamination determines that the youth is still eligible for the HCV program, the BHA must provide the FYI youth the extension of voucher assistance.

H. TERMINATION OF ASSISTANCE

Failure of the FYI voucher holder to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FYI assistance prior to the annual reexam.

Termination of a FYI voucher is handled in the same way as with any HCV; therefore, termination of a FYI voucher must be consistent with HCV regulations at 24 CFR Part 982, Subpart L and BHA policies in Chapter 11.

Prior to termination, the BHA must offer the FYI voucher holder the opportunity to request an informal hearing, in accordance with Chapter 11.

Vouchers are limited by statute to a total of between 36 months and 60 months of housing assistance. At the end of the statutory period, assistance must be terminated. However, any period for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the limitation.

The FYI participant's rental assistance may not be terminated if they decline supportive services.

The BHA may not transfer the assistance of FYI voucher holders to regular HCV assistance upon the expiration of the limit on assistance. It is also not permissible to reissue another FYI to the same youth upon expiration of their FYI assistance.

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I. PORTABILITY

Portability for an FYI youth is handled in the same way as for a regular HCV family. The BHA may not restrict or deny portability for an FYI youth for reasons other than those specified in the HCV program regulations.

An FYI youth does not have to port to a jurisdiction that administers FYI vouchers.

If the receiving PHA absorbs the voucher, the receiving PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the receiving PHA absorbs the youth into its regular HCV program, that youth becomes a regular HCV participant with none of the limitations of an FYI voucher.

The BHA and receiving PHA must work together to initiate termination of assistance upon expiration of the time limit on assistance if the receiving PHA does not absorb the youth into its regular HCV program.

J. PROJECT-BASING FYI VOUCHERS

The BHA may project-base certain FYI vouchers without HUD approval in accordance with all applicable PBV regulations and BHA policies in Chapter 18.

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GLOSSARY

ABATEMENT. The suspension of Housing Assistance Payments to the owner due to HQS noncompliance, until deficiencies are corrected and the unit passes inspection.

ADMINISTRATIVE PLAN. The HUD required written policy of the Housing Authority governing its administration of the Section 8 Program.

ABSORPTION. In portability, the point at which a receiving Housing Authority stops billing the initial Housing Authority for assistance on behalf of a household that is exercising portability.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A grant agreement between HUD and the Housing Authority which establishes the basic terms and conditions for the Housing Authority's public housing program.

ADJUSTED INCOME. Annual income minus allowable deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the Housing Authority for administration of the Section 8 Program.

ADMINISTRATIVE FEE RESERVE. Account established by the Housing Authority from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first Housing Assistance Payments contract on behalf of the very low-income household. This is the point when the applicant becomes a participant in the Program.

ANNUAL BUDGET AUTHORITY. The maximum annual amount of funds that HUD has allocated for each funding increment allocated to an individual Housing Authority.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) minus the allowances.

APPLICANT. A person or family that has applied for admission to the Section 8 Program but is not yet a participant in the program.

APPLICANT WAITING LIST. A list of Section 8 Program applicants that is organized by preference categories.

ASSETS. Value of equity in savings accounts, checking accounts, retirement accounts, real property, stocks, bonds, and other forms of capital investment.

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CHILD CARE EXPENSES. Amounts paid by the household for the care of minors under 13 years of age where such care is necessary to enable a household member to be employed or to attend school.

CITIZEN. A citizen or national of the United States.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. A written contract between HUD and the Housing Authority where HUD agrees to provide funding for operation of the Section 8 Program and the Housing Authority agrees to comply with all Program requirements.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the household is already receiving assistance under any 1937 Housing Act program when the household is admitted to the Section 8 Program.

DAY LABORER. An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

DEPENDENT. A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student.

DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled household members which enable a household member, including the disabled member, to work.

DISABLED PERSON. A person who is any of the following:
A person who has a disability as defined in section 223 of the Social Security Act.
A person who has a physical, mental, or emotional impairment that:

a. Is expected to be of long-continued and indefinite duration;
b. Substantially impedes his or her ability to live independently; and
c. Requires more suitable housing for independent living.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7).

DISABLED FAMILY. A family or household where the head or spouse meet any of the above criteria for disabled person.

DISPLACED PERSON. A person or household displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMESTIC VIOLENCE. Encompasses felony or misdemeanor crimes committed by a current or former spouse or intimate partner. It includes physical abuse, sexual abuse, or

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any pattern of coercive behaviors such as verbal, psychological, economic, or technological abuse, even if these behaviors are not criminal.

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

EARNED INCOME. Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

ECONOMIC ABUSE. In the context of domestic violence, dating violence, and abuse in later life, refers to controlling or manipulative behaviors that limit a person's access to or control over their economic resources. This includes actions such as:

1. Restricting access to money, assets, credit, or financial information.
2. Unfairly using someone else's financial resources for personal gain.
3. Exerting undue influence over financial decisions, such as forcing defaults on financial obligations or exploiting legal powers like powers of attorney, guardianship, or conservatorship.

ELDERLY FAMILY. A family or household whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

EXCEPTED UNITS OR HOUSING EXEMPTION. Units in a multifamily building that are specifically made available for qualifying families who are elderly, disabled, or a family receiving supportive services.

EXCEPTION PAYMENT STANDARD. As a reasonable accommodation, a PHA may approve a payment standard amount up to 120 percent of the published fair market rent (FMR) if its payment standards are set below 110 percent of the FMR. Such higher payment standards must be requested by the family and subsequently approved, as necessary, by the PHA after a family with a disabled person or an individual person with disabilities locates a unit. An exception payment standard exceeding 120 percent of the FMR will require HUD approval.

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EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled households in excess of 3% of Annual Income which are not reimbursable from any other source.

FAIR MARKET RENT. The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of a modest, non-luxury nature with suitable amenities. Fair market rents for existing housing are established by HUD according to bedroom size.

FAMILY. A person or group of persons, regardless of actual or perceived sexual orientation, gender identity or marital status, as defined in 24 CFR 5.403. Family does not include live-in aides or foster children/adults. Family size is used to calculate subsidies and payments.

FAMILY COMPOSITION. A family may be as single person, or a group of persons as defined in 24 CFR 982.201(c).

FAMILY OBLIGATIONS. Specific requirements that the participant must meet in order to remain eligible for the Section 8 Program as described in 24 CFR 982.551. These obligations include providing complete and truthful information and abiding by the lease and the lease addendum. The Family Obligations are clearly stated on the Voucher.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS). The component of the Section 8 Program where the participants enter into a Contract of Participation whereby, they agree to meet certain goals to become financially self-sufficient.

FEDERAL PREFERENCE. A preference under federal law for admission of applicant families that are any of the following:

a. Involuntarily displaced; or
b. Living in substandard housing (including the homeless); or
c. Paying more than 50 percent of household income for rent.

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

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

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FOSTER CHILD CARE PAYMENT. Payment to eligible households by State, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school as well as an institution offering a college degree. A person pursuing full-time vocational training is considered a full-time student.

GROSS ANNUAL INCOME. The anticipated total Annual Income of an eligible applicant family and participant household from all sources for the 12-month period following the date of determination of income.

GROSS RENT. The sum of the rent charged and the utility allowance.

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HEALTH AND MEDICAL CARE EXPENSES. Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

HOMELESS. As defined under SEC. 103. [42 USC 11302], the term “homeless”, means— (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground. These households must be determined and referred to the Section 8 Program by qualified service providers.

HOUSEHOLD. The assisted family and the PHA-approved members who live in the unit including foster children/adults and live-in aides. Household members are used to determine unit size.

HOUSING ASSISTANCE PAYMENT. The monthly Section 8 payment paid directly to the landlord from the Housing Authority.

HOUSING ASSISTANCE PAYMENTS CONTRACT. A written contract between the Housing Authority and an owner in the form prescribed by HUD headquarters, in which the Housing Authority agrees to make monthly housing assistance payments to the owner on behalf of a Program participant.

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HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the section 8 Program.

HUD. The United States Department of Housing and Urban Development.

HUD REQUIREMENTS. The federal requirements for the Section 8 Program which are issued by HUD headquarters in Washington D.C. and are published in the Code of Federal Regulations, the Federal Register, HUD notices or other binding program directives.

IMPUTED INTEREST INCOME. When an asset does not have an established interest rate, the savings account passbook interest is applied to impute the annual earnings of the asset. This calculation is used when assets exceed $5,000.

INCOME. The amount of money coming into the applicant family or participant household from all sources for each member.

INDEPENDENT CONTRACTOR. An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

INFORMAL HEARING. The appeal procedure for Section 8 participants who have their assistance terminated. The Informal Hearing is conducted by an outside hearing officer from the Los Angeles County Bar Dispute Resolution Board.

INFORMAL REVIEW. The appeal procedure for applicants who are denied participation in the Section 8 Program due to ineligibility or failure to cooperate. The Informal Review is conducted by the Housing Authority Manager or his/her designee.

INITIAL HOUSING AUTHORITY. In portability, the term refers to the Housing Authority that issues the Voucher that is used by the participant exercising portability.

INS. The United States Immigration and Naturalization Service.

INVOLUNTARILY DISPLACED PERSON. Households are considered involuntarily displaced when they must move out of their units due to circumstances beyond their control.

The specific causes are listed in 24 CFR 5.420 and include:

a. A disaster (fire, flood, earthquake, etc.) has caused the unit to be uninhabitable;

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b. Federal, State or local government action related to code enforcement, public improvement or development;
c. Actions by the landlord, except rent increases, which are beyond the applicant's control;
d. Actual or threatened physical violence;
e. Participation in the Witness Protection Program;
f. Hate crimes;
g. Non-suitability of unit due to disability;
h. HUD disposition of a multi-family project under Section 203 of the Housing and Community Development Amendments of 1978.

JURISDICTION. The area in which the Housing Authority has authority under State and local law to administer the program.

LANDLORD. This term refers to either the owner of the property or his/her representative or the managing agent or his/her representative, as designated by the owner.

LEASE. A written agreement between an owner and a tenant for the rental of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by the tenant.

LEASE ADDENDUM. This is a document written by HUD which specifies certain Section 8 Program requirements.

LIVE-IN AIDE. A person who resides with an elderly or disabled person and who:
a. Is determined to be essential to the care and well-being of the person.
b. Is not obligated for the support of the person.
c. Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the Housing Authority to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family or household whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for household size.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. A deduction for elderly households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of annual income.

MINOR. A member of the household (excluding foster children) other than the head of household or spouse who is under 18 years of age.

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MIXED FAMILY. A family or household with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3).

MONTHLY ADJUSTED INCOME. One-twelfth of annual income minus allowances.

MONTHLY GROSS INCOME. One-twelfth of the gross annual income.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NET FAMILY ASSETS. The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. Standards established by the Housing Authority to determine the appropriate number of bedrooms for households of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT. A household that has been admitted to the Section 8 Program. The applicant becomes a participant on the effective date of the Housing Assistance Payments contract.

PASSBOOK RATE. A HUD established minimum interest rate used to calculate income from a household's savings or assets.

PAYMENT STANDARD. The maximum subsidy payment according to bedroom size shown on the Voucher.

PEER-TO-PEER. A payment application *(e.g., Apple Pay, Venmo, Cash App, Pay Pal, Zelle, etc.)* can receive funds from anyone, including employers and buyers of goods. The Peer-to-Peer payment app can be used to receive income or hold assets *(money)*.

PERMANENT SUPPORTIVE HOUSING (FORMERLY SHELTER PLUS CARE). Is designed to provide housing and supportive services on a long-term basis for persons who meet the definition of homelessness as defined under 24 CFR 91.5, and are provided access to support services needed in order to remain housed.

PERSONS WITH DISABILITIES. Individuals with any condition or characteristic that renders a person an individual with a disability as defined in 24 CFR 8.2.

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PERSONALLY IDENTIFIABLE INFORMATION (PII). Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the Housing Authority that issued the Voucher.

PROJECT BASED VOUCHERS (PBV). A component of a public housing agency's Housing Choice Voucher program. The PHA uses its tenant-based voucher funding to allocate project-based units to a project.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market and for comparable unassisted units in the same building.

RECEIVING HOUSING AUTHORITY. In portability, the Housing Authority that accepts a Voucher that was issued by another Housing Authority.

RECERTIFICATION. The annual process of securing documentation of total household income used to determine the tenant portion of the rent for the next 12 months.

REMAINING MEMBER OF TENANT HOUSEHOLD. Person left in assisted housing after all of the other household members have vacated the unit.

SEASONAL WORKER. An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

SENSITIVE PERSONALLY IDENTIFIABLE INFORMATION (SPII). Personally Identifiable Information (PII) that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account number such as credit or debit card numbers.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the Section 8 waiting list or without considering the applicant's waiting list position.

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SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for Single Room Occupancy housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPECIAL PURPOSE VOUCHER. A specific type of HCV program administered by the BHA that provides rental assistance resources to specific populations to support the community's plan to end homelessness.

SPOUSE. The husband or wife of the head of the household.

SUBSIDY STANDARDS. Standards established by the Housing Authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD HOUSING. Unpermitted structures as designated by a government official in the course and scope of their official duties such as a code enforcement officer or building inspector.

SUSPENSIONS. Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval (RTA) to lease a unit, until the time when the PHA approves or denies the request. This practice is also called "tolling".

TECHNOLOGICAL ABUSE. Refers to harmful behaviors within domestic violence, sexual assault, dating violence, or stalking that involve the use of technology. This includes actions like threatening, controlling, harassing, exploiting, or monitoring someone through devices like computers, mobile phones, cameras, apps, or location tracking tools, with the intent to cause harm or exert power over the victim.

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

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNEARNED INCOME. Any annual income, as calculated under Chapter 5, that is not earned income.

UNIT. Residential space for the private use of a household.

UTILITIES. Utilities include water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

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VERY LOW-INCOME FAMILY. A family or household with an annual income below 50% of the median income for the area, as determined by HUD, with adjustments for household size.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VETERAN FAMILY. A family or household of a veteran or service person occurs in situations where:

a. The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a household member at the time of death.
b. The veteran or service person, unless deceased, is living in the household or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the household contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a household member at the time of hospitalization.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER. The document issued to an eligible applicant/participant by the Housing Authority to show that the person is eligible for the Section 8 Program.

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APPENDIX A

2027 HUD Inflation-Adjusted Values (Table 1): Effective January 1, 2027

Note: If your agency/property/program administrator is not yet complying with Sections 102 and 104 of HOTMA, you will not utilize this table. Annual inflationary adjustments, the new thresholds (e.g., asset limitation), and the requirement to use this passbook rate are among the provisions of Sections 102 and 104 of HOTMA.

Calculation Component	Adjusted Item	Regulatory Reference	Amount	Applicable Programs[1]
Asset Limitation	Eligibility restriction on net family assets	24 CFR § 5.618(a)(1)(i)	$109,797	Section 8 PBRA, 202/8, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA
Annual Income	Threshold above which imputed returns must be calculated on net family assets	24 CFR §§ 5.609(a)(2) and (b)(1)	$54,898	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
	Threshold above which the total value of non-necessary personal property is included in net family assets	24 CFR § 5.603(b) Definition *Net family assets*	$54,898	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
	The amount of net assets for which the PHA/MFH Owner/ Grantee may accept self-certification by the family	24 CFR § 5.618(b)(1) 24 CFR § 5.659(e) 24 CFR § 92.203(e)(1) 24 CFR § 93.151(e)(1) 24 CFR § 882.515(a) 24 CFR § 882.808(i)(1) 24 CFR § 960.259(c)(2) 24 CFR § 982.516(a)(3)	$54,898	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF

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[1] Some components in Tables 1 & 2 may also apply to other HUD programs not listed here that use the definitions of annual income and adjusted income in 24 CFR Part 5, subpart F to determine eligibility or assistance levels.

Calculation Component	Adjusted Item	Regulatory Reference	Amount	Applicable Programs[1]
Annual Income	Income exclusion for earned income of dependent full-time students	24 CFR § 5.609(b)(14)	$525	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
	Income exclusion for adoption assistance payments	24 CFR § 5.609(b)(15)	$525	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF
Adjusted Income	Mandatory deduction for elderly and disabled families	24 CFR § 5.611(a)(2)	$575	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME
	Mandatory deduction for a dependent	24 CFR § 5.611(a)(1)	$525	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME

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2027 HUD Passbook Savings Rate (Table 2): Effective January 1, 2027

Adjusted Item	Regulatory Reference	Rate	Applicable Programs
Passbook Savings Rate	24 CFR 5.609(a)	0.38%	Section 8 PBRA, 202/8, 202/811 PRAC, 236 IRP, 811 PRA, SPRAC, HCV, Public Housing, Section 8 Mod Rehab, Section 8 Mod Rehab SRO, HOPWA, HOME, HTF

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STAFF REPORT

CITY CLERK'S OFFICE

DATE: August 25, 2026

TO: Honorable Mayor and Members of the City Council

FROM: Kimberley Clark, City Clerk
BY: Maria Sanchez, Administrative Analyst II
Yasleen Robinson, Intermediate Clerk

SUBJECT: Appointment to Fill One Vacancy on the Community Development Block Grant Committee for an Unexpired Term

RECOMMENDATION

Appoint one member to the Community Development Block Grant Committee to fill an unexpired term ending July 31, 2028.

BACKGROUND

All Board, Commission, and Committee (BCC) Members shall be appointed by a three-fifths (3/5) vote of all Council Members and serve without compensation from the City. No person shall serve on more than one BCC at the same time. Vacancies on a BCC occurring during the term of office shall be filled within 90 days from the date the vacancy occurs. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee. In addition, all applicants must reside within the jurisdictional boundaries of the City of Burbank (per Burbank Municipal Code (BMC) §§ 2-1-404, 2-1-405, 2-1-406, and 2-1-407).

Once a vacancy is established, the City Clerk advertises the vacancy for 30 days, accepts applications, and provides the applications received to Council for consideration. Applicants can submit up to two applications to BCCs, indicating their first and second choice.

The established voting process allows for each Council Member to vote as many times as there are vacancies on the BCC being considered; the applicants receiving a majority of the votes in the first round are either appointed or move into the second round, if necessary. The process continues for as many rounds as are necessary to attain the correct number of applicants to fill each vacancy.

Community Development Block Grant Committee

The Community Development Block Grant Committee (Committee) functions as the liaison entity between the City (Community Development Department) and the public (Burbank residents) on matters relevant to the United States Department of Housing and Urban Development's (HUD) Community Planning and Development Programs. This includes, but is not limited to, the Community Development Block Grant and HOME Investment Partnership Act. The primary role of the Committee is participation in and review of City Council recommendations concerning consultations, planning, policy and procedural matters, funding applications and entitlement grants, public meetings and hearings, performance analysis, and other federal requirements. When making appointments to the Committee, Council should consider appointing the best candidate(s) and strive for diversity of members with experience working with special need groups, lived experience, persons with disabilities, veterans, and victims of domestic violence.

DISCUSSION

On July 8, 2026, the City Clerk's Office began advertising and accepting applications for one vacancy on the Committee for an unexpired term ending July 31, 2028, created by the resignation of Committee Member Neil Mandelberg.

To obtain qualified candidates, a Notice of Vacancy was advertised through the following:

- City website
- City Council meeting announcements
- All social media platforms managed by the City Clerk's Office
- Press releases sent to the *Burbank Leader* and *MyBurbank.com*
- Notices posted on the City Hall Bulletin Board
- Community groups and organizations
- Constant Contact email notification

The deadline for submitting applications to the City Clerk's Office was Friday, August 7, 2026, at 5:00 p.m. The City Clerk's Office received a total of four applications: Eric McBride, Carole Nolls, Erick Mora-Bustos, and Elizabeth Oliver. The applications are listed in the order received.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, as such, is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CONCLUSION

The City and the community both realize substantial benefits from civic involvement. Appointments to the Boards, Commissions, and Committees help encourage public participation in the governmental process and ensure Burbank residents have a voice.

ATTACHMENT

Attachment 1 – Applications and Resumes

Applications and Resumes

Application Form

Submit Date: May 18, 2026
Resubmitted for City Council Consideration: July 22, 2026

Profile

Eric (First Name) | D (Middle Initial) | McBride (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Burbank (City) | CA (State) | 91505 (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

ProducePay (Employer) | Director of Revenue Operations (Job Title) | Revenue Operations Executive (Occupation)

Which Boards would you like to apply for?

Community Development Block Grant Committee: Submitted

Length of time as a Burbank Resident:

5 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I have lived in Burbank for several years and want to contribute meaningfully to the community beyond simply being a resident. My interest in public service is not new - I began my career as a Staff Assistant in the United States Senate, and that experience shaped how I think about institutions, accountability, and the responsibility that comes with public roles. My background since then has been in operations and organizational governance, designing the systems and accountability frameworks that help institutions function well and treat people fairly. The Civil Service Board sits at exactly that intersection. I also have a longer-term interest in public service in California, and I believe the right way to earn that opportunity is to start locally, do the work, and build a record of genuine contribution.

Education

Bachelor of Arts in Political Science, University of Delaware

Additional Pertinent Courses or Training

Nine Salesforce professional certifications including Salesforce Certified Data Architect, Sharing and Visibility Architect, Advanced Administrator, and Sales Cloud Consultant. These certifications required deep study of organizational governance, data integrity, access controls, and system accountability - skills that translate directly to board responsibilities

Other Pertinent Skills, Experience or Interests

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

None

List Community activities in which you are involved:

I am a Burbank resident seeking to become more actively involved in the community. Applying for the Civil Service Board represents my first formal step toward civic engagement at the local level.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Civil Service Board

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I studied Political Science at the University of Delaware and early in my career, I served as the personal aide to U.S. Senator Tom Carper of Delaware - based in his Wilmington office and regularly traveling to Washington, D.C. for official Senate business. The role required managing the Senator's schedule, logistics, and briefings while maintaining discretion and sound judgment in a high-stakes environment. That experience gave me a firsthand understanding of how public institutions operate and what principled public service demands in practice. Professionally, I have spent over a decade designing and managing the operational systems that govern how organizations hire, classify, compensate, and hold employees accountable. As Revenue Operations Director at ProducePay and previously as a Salesforce architect, I regularly built compensation frameworks, employment classification structures, and governance documentation that were consistent, auditable, and fairly applied. I understand what it means to evaluate employee situations against a defined set of rules, and I bring both the analytical discipline and the institutional respect for process that Civil Service Board work requires.

What are your goals in serving on this Board/Commission/Committee?

My primary goal is to serve the City of Burbank well by contributing a thoughtful, process-oriented perspective to the board's work. The Civil Service Board exists to ensure that city employment practices are fair, consistent, and transparent - and I want to help uphold that standard. My interest in public service goes back to the beginning of my career, and I see serving on this board as the right way to re-engage with it: by showing up, doing the work, and building a real record of local contribution.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Community Development Block Grant Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

My B.A. in Political Science included study of federal grant programs and intergovernmental policy, and my early career in the U.S. Senate gave me direct exposure to how federal funding flows into communities and the accountability structures that govern it. Professionally, I have spent over a decade managing complex operational systems with strict compliance and reporting requirements - experience that translates well to administering a federally funded program like CDBG, where documentation, eligibility determination, and outcome tracking are central responsibilities. As a Burbank resident and small business owner, I also have a personal stake in seeing community development dollars deployed effectively toward housing, economic opportunity, and neighborhood improvement.

What are your goals in serving on this Board/Commission/Committee?

The CDBG program represents one of the most direct ways federal investment reaches working families and neighborhoods at the local level. I want to help ensure that Burbank's allocation is used strategically and accountably - that the community organizations and residents who need it most are the ones who benefit. More broadly, understanding how federal and local government interact at the program level is something I care about deeply, and this committee would give me a meaningful way to contribute to that work while learning the Burbank community from the inside.

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

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4. Applicants must be residents of the City of Burbank.
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6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Eric D McBride

Eric McBride

Burbank, CA | [redacted] | [redacted] | [redacted]

Burbank Resident | B.A. Political Science, University of Delaware

PROFESSIONAL SUMMARY

Burbank resident and operations executive with over 10 years building the systems, processes, and governance frameworks that make complex organizations run well. Began his career as a Staff Assistant in the United States Senate, serving Senator Tom Carper of Delaware - an experience that shaped a career-long commitment to institutional accountability and principled process. Holds a B.A. in Political Science from the University of Delaware. Seeking to apply that background in service to the Burbank community through the Civil Service Board, with a long-term interest in public service and civic leadership.

RELEVANT EXPERIENCE & SKILLS FOR CIVIL SERVICE SERVICE

The following professional competencies translate directly to Civil Service Board responsibilities:

- Employment systems governance: Designed and administered compensation structures, classification frameworks, and performance accountability systems across multiple organizations.
- Policy and process development: Built operational policies from scratch in fast-moving environments, balancing consistency, fairness, and organizational needs.
- Appeals and accountability: Experienced evaluating complex employee situations objectively, applying established frameworks rather than ad-hoc judgment.
- Cross-functional stakeholder management: Regularly partnered with HR, Legal, Finance, and executive leadership to ensure workforce decisions were documented, defensible, and equitable.
- Data integrity and record-keeping: Deep expertise in CRM governance and data systems, directly applicable to maintaining accurate civil service records and audit trails.

PROFESSIONAL EXPERIENCE

ProducePay | *Director of Revenue Operations* Oct 2025 – Present

- Lead Revenue Operations function as team lead and sole Salesforce SME, managing two direct reports plus agency partners and independent consultants.
- Own sales compensation governance and territory design in partnership with HR and Finance; built accountability systems from scratch after inheriting an undocumented org.
- Rebuilt operational discipline across the organization: established process standards, governance documentation, and cross-functional alignment frameworks.

SkyDog Ops | *Director of RevOps (Independent Consulting)* Mar 2025 – Jul 2025

- Architected enterprise Salesforce solutions for clients; served as technical escalation lead for complex organizational and platform governance issues.
- Mentored junior administrators on documentation, governance standards, and accountability practices.

Kicksaw | *Salesforce Solution Architect* Jul 2022 – Feb 2025

- Led complex enterprise engagements; owned full project lifecycle from discovery through deployment and post-launch accountability review.
- Designed and implemented process and data governance frameworks for enterprise clients across multiple industries.

Coursera | *Process Technology Manager* May 2020 – Jul 2022

- Senior Salesforce administrator for a 200+ user org; created governance standards, managed security reviews, and ensured long-term platform compliance.

HopSkipDrive | *Sales Operations Manager* Nov 2018 – May 2020

- Designed and implemented two end-to-end compensation plans including quota setting, commission structure, and payout automation — reducing manual admin work by 30%.

Earlier: Director of Sales Ops at Friendbuy (2017–2018); Sales Ops Manager at ServiceTitan (2015–2017).

Office of U.S. Senator Tom Carper (D-DE) | *Staff Assistant* 2009 – 2011

- Served as Senator Carper's personal aide and traveling staff member, based in the Wilmington, Delaware office with regular travel to Washington, D.C. for official Senate business.

- Managed the Senator's daily schedule, logistics, constituent interactions, and briefing preparation - a role requiring discretion, sound judgment, and close proximity to high-stakes decision-making.
- Gained direct exposure to federal legislative process, constituent services, and the day-to-day mechanics of public institutional governance.

EDUCATION

University of Delaware — Bachelor of Arts, Political Science

PROFESSIONAL CERTIFICATIONS

Salesforce Certified Sharing & Visibility Architect	Issued March 2023
Salesforce Certified Data Architect	Issued April 2022
Salesforce Certified Sales Cloud Consultant	Issued October 2022
Salesforce Certified Advanced Administrator	Issued February 2022
Salesforce Certified Business Analyst	Issued July 2022
Salesforce Certified Platform App Builder	Issued March 2020
Salesforce Certified Administrator	Issued November 2019
Salesforce Certified UX Designer	Issued November 2022

COMMUNITY INTERESTS

Burbank resident with a lifelong interest in public service, rooted in two years working in the United States Senate early in his career. Active interest in election systems, government transparency, and institutional accountability.

Application Form

Profile

Carole
First Name

Middle Initial

Nolls
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91504
Postal Code

[redacted]
Primary Phone

Alternate Phone

CDW
Employer

IT Business Systems Analyst
Job Title

Production Finance Support
Occupation

Which Boards would you like to apply for?

Community Development Block Grant Committee: Submitted

Length of time as a Burbank Resident:

15

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am interested in serving on this committee because I want to help ensure that Burbank's federal grant funding is used effectively, transparently, and in ways that support residents with the greatest needs. I value community input, equitable planning, and thoughtful decision-making, and I am committed to contributing to a process that strengthens housing, services, and opportunities for our community.

Education

UNIVERSITY OF PHOENIX Bachelor of Science, Business Administration/Management Associates, Business Administration/Management Master's, Education Administration – In progress

Additional Pertinent Courses or Training

Through my life experience, work, and education path, I have gained the perspective and commitment needed to support the community effectively.

Other Pertinent Skills, Experience or Interests

I've spent my career solving problems, supporting teams, and making complicated systems work for real people, and those experiences have shaped how much I care about the Burbank community. Through my work, education, and volunteer efforts, I've learned how important it is to listen, to be fair, and to make sure resources reach the people who truly need them. I'm motivated by service, connection, and the belief that strong communities are built when everyone has a chance to be supported.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

N/A

List Community activities in which you are involved:

Through my work at Warner Bros., I supported the Burbank Animal Shelter during pet adoption days on the lot, and I continue to use social media to promote shelter animals who need forever homes. I've also participated in community fundraisers with the Road Kings from 2021 through 2024, and I volunteered with the Burbank Chamber of Commerce at an event hosted at Nickelodeon in 2024. I support World Vision and FISHER HOUSE FOUNDATION for families of wounded soldiers.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

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○ Yes ◉ No

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Community Development Block Grant Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I have over ten years of experience in financial systems analysis, SOX compliance, and cross-department collaboration, along with a Business Administration degree and ongoing graduate studies. My background in reviewing complex information, supporting diverse teams, and ensuring accuracy aligns well with evaluating funding needs and federal program requirements.

What are your goals in serving on this Board/Commission/Committee?

My goal in serving on this committee is to help ensure that Burbank's federal grant funding is used effectively, transparently, and in ways that support residents with the greatest needs. I want to contribute to equitable planning, thoughtful decision-making, and a process that strengthens housing, services, and opportunities for our community.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

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I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Carole Nolls

CAROLE NOLLS

Senior Systems Financial Analyst

Burbank, CA [redacted] [redacted] [redacted]

Systems financial analysis expert pinpointing opportunities for cost savings with detailed analysis, especially within the entertainment industry. Skilled in system beta, SIT, UAT, and regression testing; developing, customizing, and migrating programs/systems; and planning/organizing complex operations. Launching solutions independently and in team environments, including in Entertainment Finance (IATSE Local 44). 10+ years of experience in delivering optimal financial systems support to major studios, including Disney, NBCUniversal, Warner Bros., and Technicolor while specializing in SAP Order to Cash (OTC) sustainment, Accounts Receivable/Accounts Payable (AR/AP), financial systems integration, SAP ECC and S4 Hana installations; studio production/administrative financial support; and liaising with global finance and IT teams.

CORE COMPETENCIES

Key Skills: AR/AP | Order to Cash (OTC) | Invoicing/Credit Memos | Plan to Actual Evaluation | Payroll/Billing | Transactions | Process Integration | Accounting | Communication for Global Audience | Tech Support | Auditing Standards | Data/Systems Analysis | Intercompany Reconciliation | Automation | Testing (UAT/Usability/Regression/Software/Scenario) | UX

Technical Tools: SAP (ECC, S4 Hana, Governance request, Concur, CRM, Business Objects) | RTPRO (Rental Tracker Pro) | SRM | ServiceNow | MS (Word, Excel, PPT) | SAP RQA/RPS | SNAP | Citrix | EBP (Enterprise Buyer Program) | QTest | Gateworks (Studio Pass System) | UAT Tester for RTPRO/WorkDay/Concur | ALM | Teams |JIRA

PROFESSIONAL EXPERIENCE

CDW – Monrovia — Jan 2025 – Present

IT Business Analyst

Provided daily production support for SAP financial systems, ensuring timely issue resolution and smooth OTC/SD operations across ECC and S/4HANA environments.

- Reviewed and triaged SAP-related email queues to identify and prioritize production issues.
- Monitored Jira legacy ECC tickets and S/4HANA dashboard tickets, tracking updates and driving follow-ups to closure.
- Coordinated with functional and technical teams to ensure timely resolution of production incidents impacting finance and OTC processes.

DISNEY FINANCIAL SERVICES, LLC – Glendale, CA — Sep 2019 – Dec 2025

Senior Financial Systems Analyst — Aug 2021 – Dec 2025

Focus on SAP OTC sustainment support, regression testing, and training across global finance teams. Handle governance requests for master data changes, correspondence type table updates, and SAP invoice forms for COBAs.

- Successfully tested (SIT, UAT, regression & smoke) integrating OTC SAP ECC to S4 Hana, while participating in launch planning and providing hypercare support.
- Collaborated with OTC and SAP S4 team to successfully upgrade from ECC to S4 Hana with a 95% success rate for OTC, surpassing SAP's average by 15%, through meticulous planning, testing, and customization to ensure seamless like-for-like functionality.
- Collaborated with OTC, IFS, and S4 Automation Team to create additional automated scripts for release testing.
- Daily SOX interface monitoring of 15 interfaces across 6 systems, enhancing operational transparency and reliability for Parks & Resorts.
- Contributed to the review of Panya December release OSS notes and testing for December technical release. Executed testing for UAT and regression for December technical release.

DISNEY FINANCIAL SERVICES, LLC – Glendale, CA (continued)

Senior Financial Systems Analyst (Contract) — Sep 2019 – Aug 2021

Aided OTC process/sustainment across several segments and financial teams. Allied with global teams/diverse finance entities to create OTC/SAP invoice forms for COBAs. Led SAP OTC sustainment support/integration/training.

- Provided SAP OTC sustainment support for business entities for all business entities with ME & QE issue resolution for fiscal postings.
- Provided training across global finance teams as required for integration projects.
- Snow incident and workflow management, facilitating updates and communications between requestors/callers and HCL.
- Ensuring HCL had the needed LOB approvals to submit CDs in ChaRM to transport changes to production.
- Submitted governance requests for updates to OTC tables and master data.
- Allied with multiple teams on RQA & RPS enhancement testing of SAP OTC forms, NatGeo deferred revenue SAP to Workday, SAP T Codes for December production releases; led A/R and intercompany training sessions.

MPC – Culver City, CA — Jun 2019 – Sep 2019

AR Billing Manager (Contract)

Allied with producers/costing coordinators to process full billing cycle MC LA & NY. Exported billing to SAP system/reconciled exports for successful posting. Ran regular billing reports to monitor open billable projects.

- Reconciled and closed 100+ active projects by rapidly mastering MPC billing process through intensive 1:1 training with the retiring manager, ensuring a seamless transition and thorough SOG documentation creation using CETA and SAP systems.
- Billed/posted $7.9M+ in live transactions by building active FX projects in CETA billing system for accurate recognition.
- Executed thorough data clean-up for CETA project to close/cancel no-charge projects, achieving 100% completion early.
- Successfully transitioned the role back after the manager canceled retirement.

NBCUNIVERSAL STUDIOS (NBC Universal Media, LLC) – Universal City, CA Jun 2017 – Apr 2019

Billing Supervisor - Set Lighting & Grip

Directed team of 4; supported Set Lighting/Grip team. Reviewed/coded/processed AP sub-rental invoice to vendors for AR billing of productions.

- Won GEM Award for excellent teamwork/development, SIT, UAT & regression/beta test of new billing system (Jan 2018).
- Orchestrated cross-training and developed comprehensive SOGs, resulting in 40% improvement in workflow efficiency.
- Reduced manual processes 60% by co-developing and executing new billing system for SAP middleware upgrade
- Enhanced cross-departmental collaboration 80% via strategic training tools/personalized sessions, boosting system usage.

WARNER BROS. STUDIO FACILITIES – Burbank, CA — Apr 2010 – May 2017

Advanced Senior Clerk / Draper — Apr 2010 – May 2017

Led AP role/clerical functions. Acted as FoH AR billing system department administrator/IT support. Post-project reconciliation and billing POC; provided admin support to three departments.

- Led RTPRO upgrades by allying with offsite teams in Mumbai and implemented upgrades to reduce backend EAI lag, enabling billing coding to SAP/real time validation and bridging data for offshore team review.
- Negotiated 48%–52% discount. Secured free delivery on purchases with our largest vendor, resolving AP issues.
- Reduced overhead costs 40% by inventorying stock/purchases, ensuring purchases aligned with customer project needs.
- Managed union onboarding, payroll, project coding, PCard/AP validation, and SAP reconciliations.
- Created easy-to-use documents to convert JGL coding to SAP with budget descriptions for department leadership.
- Earned a company award for discovering tax transmittal and coding issue with new billing system RTPRO.
- Researched 5 quarters of customer transactions, ensuring correct sales tax was reported for 3rd party customers.
- Streamlined yearly archive process/system for all department records from 4 prior FYs per RM policy.
- SIT and UAT tester for all new applications for Workday, Concur, Confluence, SAP upgrades & FoH billing system.

Carole Nolls | [redacted] | [redacted] | [redacted]

EDUCATION

UNIVERSITY OF PHOENIX – Phoenix, AZ **Oct 2022**

Bachelor of Science, Business Administration/Management
Associates, Business Administration/Management
Master's, Education Administration – In progress

PROFESSIONAL AFFILIATIONS

Member | GOLDEN KEY INTERNATIONAL HONOUR SOCIETY
Member | THE NATIONAL SOCIETY OF LEADERSHIP & SUCCESS
Member/Supporter | IATSE LOCAL 44

VOLUNTEERING

Supporter | WORLD VISION **Dec 2007 – Present**
Supporter | FISHER HOUSE FOUNDATION **Nov 2008 – Present**
Volunteer | THE LEROY PROJECT **Jan 2021 – Aug 2022**

Application Form

Profile

Erick
First Name

F
Middle Initial

Mora-Bustos
Last Name

[redacted]
Email Address

[redacted]
Home Address

[redacted]
Suite or Apt

Burbank
City

CA
State

91502
Postal Code

[redacted]
Primary Phone

Alternate Phone

Primus Building Solutions
Employer

Project Manager
Job Title

Construction & Development Management
Occupation

Which Boards would you like to apply for?

Community Development Block Grant Committee: Submitted

Length of time as a Burbank Resident:

8 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I work as a Construction Manager, majority of our work is for affordable housing projects which involve City, State, and Federal funding. I believe that the committee can benefit from my experience in working on projects that receive HUD funding and mutually, I can benefit in my professional experience from participating in this committee.

Education

Bachelor of Science Information Technology Information Security - 2008

Additional Pertinent Courses or Training

Certificate in Project Management from MIT - 2025

Other Pertinent Skills, Experience or Interests

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

None.

List Community activities in which you are involved:

None.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

None.

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

◉ Yes ○ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

The only potential conflict would be if any of the affordable housing developers we work with were to apply for funding. If such an occurrence did happen, I would make it known and recuse myself from voting.

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Community Development Block Grant

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

As a Project Manager, I review bids, budgets, schedules, and design criteria for construction projects, ensuring compliance is maintained throughout the life of the project.

What are your goals in serving on this Board/Commission/Committee?

To help advance Burbank's commitment to preserving and increasing its affordable housing opportunities, as well as growing in my professional knowledge through the participation in this committee.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

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I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Erick F Mora-Bustos

Application Form

Profile

Elizabeth
First Name

Middle Initial

Oliver
Last Name

[redacted]
Email Address

[redacted]
Home Address

[redacted]
Suite or Apt

Burbank
City

CA
State

91501
Postal Code

[redacted]
Primary Phone

Alternate Phone

AHMC/San Gabriel Valley Hospital
Employer

Director Patient Access
Job Title

Healthcare/Finance
Occupation

Which Boards would you like to apply for?

Community Development Block Grant Committee: Submitted

Length of time as a Burbank Resident:

52

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am deeply committed to my community and am eager to contribute my time and energy to serve as a member of this board. I believe that active participation in local government is essential for fostering a vibrant, inclusive, and well-managed city, and I am motivated by a strong desire to give back to the Burbank community that has given so much to me. I look forward to the opportunity to use my skills to support our collective goals and help shape the future of our city.

Education

college

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests

Deal with different types of people all the time, I am a problem solver and seek to unite on commun cause.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

None

List Community activities in which you are involved:

My HOA, supporting local businesses, participate with burbank events.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

I have no preference

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I think my experience in healthcare provides me tools that will assist me with this position

What are your goals in serving on this Board/Commission/Committee?

To accomplish the targets and goals. To succeed in reaching progression and conquer difficulties.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

same

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

Same

What are your goals in serving on this Board/Commission/Committee?

same

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Elizabeth Oliver

ELIZABETH OLIVER

[redacted]
Burbank, California 91501
[redacted] ❖ [redacted]

OBJECTIVE: Seeking a **Director** position**.**

A dynamic director with more than 20 years experience and a proven track record of managing revenue cycle services including admissions, business office and budget development for major acute-care medical centers. Proven history of fiscal responsibility, and program development with knowledge of medical insurance coding, workflow processes, forms control, Medi-Cal, workers' compensation, HMO, PPO and EPO insurance processing, maintaining medical records, scheduling, billing, collections, customer service. Also the Medi-Cal referral process (SAWS 1) and compliance with regulatory standards.

CERTIFICATIONS:

Healthy Family, Medicare Compliance, AR/ADT 98.10 Shared Medical System, Red Flag Compliant, National Patient Safety Goals (joint commission), HIPAA Compliance, ICD10 process, Disney Customer Service training

QUALIFICATIONS:

- Excellent interpersonal communication skills; relate well with patients, physicians, medical personnel and people from diverse backgrounds. Fluent in Spanish.
- Strong problem solving skills with the ability to adapt well to new environments.
- Organized and detail-oriented; able to handle work flow systems and improve accuracy/ efficiency as well as meet critical deadlines and work in fast paced environments.
- Energetic, self-starter with the ability to resolve client and staff related problems.
- Experienced in hiring, training and supervising of over 65 administrative, medical and clerical personnel.
- Computer literate AS400, Ceridian and DDE Medicare Systems, Teletracking, Kronos and the Internet.

EMPLOYMENT:

2012 to Present — SAN GABRIEL VALLEY MEDICAL CENTER — Los Angeles, CA

Admitting Director: Manage various departments including Financial Counseling, Central Scheduling, Emergency Room, Spine Clinic, Medical Building Radiology and Lab, Admitting, Pre-Admitting, Insurance Verification, Cashiering and the Business Office. Supervise 40 employees including 2 supervisors, Patient Access and Front End Revenue Cycle personnel. Evaluate staff and prepare schedules as well as review all admissions to ensure proper authorizations. Develop, prepare and maintain monthly budgets; provide variance analysis. Routinely evaluate policies and procedures to improve operations and maintain compliance with JCAHO and other regulatory entities. Ensure that all policies are adhered to. Improve short and long term strategic operational plans and monitor them monthly.

- ▸ Maintain high levels of performance and achieve both goals and quality results on a regular basis.

2012 — UCSB RESOURCE MANAGEMENT — Los Angeles, CA

Revenue Cycle Management: Oversaw, implemented and managed revenue cycle performance. Managed third party insurance, bad debt, client/customer service, work/comp, collections and early out programs. Consulted on the development of organizational, operational and work flow structures for Front End Cycle as related to Back End results.

2006 to 2011 CALIFORNIA HOSPITAL MEDICAL CENTER Los Angeles, CA

Director of Access Care: Responsible for overseeing Main Admissions, ER Trauma Center, Cancer Center, Short Stay Surgery, Bed Control, Pre-registration, Financial Counseling, Insurance Verification, Radiology Registration and Cashiering. Manage 20 per-diem, 53 full-time union employees in addition to 1 manager, 4 supervisors and 1 Data System Analyst. Organize and direct activities of all personnel handling the revenue cycle, including billing, collecting, cashiering and admissions. Coordinate with the HIM director on unbilled accounts and supervise Patient Financial Services. Communicate with all departments to enhance efficiency of the revenue cycle process, the charge master, denials management, and reimbursement issues. Generate activity reports related to PFS personnel and revenue cycle efficiency. Work with staff to resolve benchmark issues based on key indicators. Review charges for accuracy and completeness of procedural and diagnostic codes. Initiate changes in procedures with approval from management and act as a resource in the development of accurate charge capture tools. Prepare Patient Financial Services Office Budget. Attend manager and committee meetings. Ensure compliance with governmental and regulatory requirements such as MSP form and 72 hour rule.

- Created an educational program for new hires and current staff on admissions policies.
- Increased point of service collections by 50%.
- Established the Bed Control Department.
- Reduced percentage of non-authorizations.
- Selected as member of the IT Steering Committee responsible for researching and selecting a new scheduling system and received Community Service Award.

2004 to 2006 CEDARS SINAI MEDICAL CENTER Los Angeles, CA

Finance/Admissions Manager: Oversaw Main Admissions, Labor and Delivery, Cardiology, GIL, Cath Lab procedures, Pediatric surgery, Birth records, Emergency Room Trauma Center, pre-registration. Managed 60 employees, including 3 supervisors and 3 Team Leads. Evaluated and counseled personnel. Reviewed all admissions and ensured proper authorizations were obtained. Ensured compliance with government and regulatory requirements. Appraised and revised admitting policies and procedures. Developed and prepared budgets for all departments.

- Increased patient flow for Labor and Delivery as well as Birth Certificate completion percentage.
- Instrumental in creating the Patient Financial Counseling Department.

2001 to 2004 SAINT VINCENT MEDICAL CENTER Los Angeles, CA

Admitting Manager/Interim Business Office Manager:

Managed Short Stay, Financial Counseling, Central Scheduling, Emergency Room, Spine Clinic, Medical Building Radiology & Lab, Admitting, Insurance verification, Pre-Admitting, Cashiering, Interim Business Office Manager. Oversaw 40 employees including 2 supervisors, QC Analysts, Financial Counselors, Pre-admit Coordinators, Bed Control Reps, Registration Associates and Front Desk staff. Recommended promotions, produced schedules, made evaluations and trained as necessary. Reviewed all admissions and ensure proper authorizations. Developed/prepared budgets and worked closely with administration in regards to implementing them. Ensured compliance with DOCH standards in regards to registrations, admissions, pre-admission and QC processes. Worked closely with HIM, IS and Revenue services to adjust record corrections to patient management/accounting functions. Produced the POS summary and other departmental reports periodically.

- Improved efficiency of central scheduling by implementing a new access database and cashiering department with improved postings and collections.
- Established Bed Control Department.

2000 to 2001 MISSION COMMUNITY HOSPITAL Panorama City, CA

Admitting Manager:

Handled the daily operations of the Emergency Room, PBS, Financial Counseling, Central Scheduling and Admitting. Reviewed all new admissions to ensure proper authorizations. Interviewed, hired, managed and evaluated staff. Recommended promotions and assigned personnel. Prepared budgets and ensured compliance with regulatory agencies.

- Improved ER in-patient authorization.
- Established a pre-registration department and created a financial counseling position.
- Revised admitting/telecommunication policies and procedures.

1994 to 2000 NORTHRIDGE HOSPITAL MEDICAL CENTER Van Nuys, CA

Financial Counselor Supervisor:

Verified insurance, HMO, Work Comp, PPO and obtained pre-certifications. Negotiated with cash patients on payment schedules. Performed as Medi-Cal Hospital liaison and staff Timekeeper. Trained other departments on types of medical insurance. Ensured authorizations for inpatients, and generated notification letter to Medicare patients.

- Improved percentage of inpatient authorizations
- Increased point of service collections and created a cash pricing list.

EDUCATION:

UNIVERSITY OF WGU Salt Lake City, UT.
Candidate for a Bachelor of Science Degree

CALIFORNIA STATE UNIVERSITY NORTHRIDGE
UNIVERSITY OF CALIFORNIA, LOS ANGELES
LOS ANGELES VALLEY COLLEGE
Associate of Arts Degree in Political Science

SORBONNE Paris France
French Civilization, History and Language
Management Courses

MEMBERSHIPS:

National Association of Healthcare Access Management
Healthcare Financial Management Association
Revenue Cycle Academy
American Association of Healthcare Administrative Management
Advisory Board
California Association Healthcare Admissions Management

STAFF REPORT

PUBLIC WORKS

DATE: August 25, 2026

TO: Justin Hess, City Manager

FROM: Damian Skinner, Public Works Director

SUBJECT: Overview and Evaluation of Project Labor Agreements Related to the City of Burbank's Capital Improvement Program

RECOMMENDATION

Note and file.

BACKGROUND

At the October 14, 2025 City Council (Council) meeting, Council Member Perez requested a first step report on directing staff to negotiate a community work force agreement with the Los Angeles/Orange County Building Trades. Council Member Perez's additional agenda item request was considered and approved for a first step report by the Council at its meeting on October 28, 2025.

The purpose of this report is to provide the City Council with an evaluation of Project Labor Agreements (PLAs) and to outline the potential impacts of implementing a PLA for the City of Burbank's (City) Capital Improvement Program (CIP) projects.

A PLA, also known as a Community Workforce Agreement (CWA), is a pre-hire collective bargaining agreement with labor unions that establishes employment terms and conditions for construction projects. PLAs typically require contractors to hire through union hiring halls, follow uniform work rules, and contribute to union training and benefit programs. Proponents argue that PLAs can help standardize work conditions, reduce labor disputes, and support apprenticeship programs. Most PLAs include the following standard elements:

- Standards for wages and benefits;

- Provisions that prohibit workers from engaging in strikes, work stoppages, slowdowns, and other dispute mechanisms;
- Requirements that contractors hire workers who are referred from union hiring halls except for minor exceptions for "core workers"; and
- Requirements that nonunion workers pay dues or fees to the applicable union while employed on the project.

Several jurisdictions[i] in California have adopted PLAs for certain public works projects, while others have determined that PLAs may not be suitable due to potential cost impacts, reduced bidder participation, or administrative complexity.

DISCUSSION

The City's public works projects are subject to robust state labor laws, including prevailing wage requirements, apprenticeship mandates, and skilled-and-trained workforce provisions. These requirements ensure high labor standards and provide pathways for workforce development. California requires prevailing wages on all public works projects exceeding $1,000. This requirement mandates that contractors and subcontractors pay workers a basic hourly rate plus fringe benefits based on worker's specific craft and classification, as well as the project's location and applicable county.

The California Department of Industrial Relations (DIR) sets the exact prevailing wage rates, which are typically modeled after regional union collective bargaining agreements. Prevailing wages are not a single flat minimum wage; they are highly localized and categorized by trade (e.g., plumbers, electricians, laborers). The total compensation package is broken down into:

- Basic Hourly Rate
- Fringe Benefits (health and welfare, pension, vacation, holiday, training)
- Overtime / Holiday Pay

For example, the prevailing wage rate for a carpenter in Southern California is $52.24 per hour, plus fringe benefits. This rate is generally consistent with the wages paid by local union contractors, indicating that prevailing wage requirements do not create a significant cost gap for this trade. However, this alignment may not hold uniformly across all classifications. Some trades may experience greater variation between prevailing wage rates and the wages typically paid in the local market, depending on factors such as labor supply, contractor specialization, and regional demand. As a result, while carpentry provides a representative benchmark, it does not fully capture potential cost differentials that may exist among other trades.

[i] City of Lancaster and City of Palmdale

As the City explores options to support the successful delivery of CIP projects, an evaluation was conducted to assess the potential benefits and drawbacks of implementing a PLA for Burbank projects.

1. Impact on Contractor Participation and Competition

A significant consideration in evaluating PLAs is their potential impact on the pool of qualified bidders. PLAs typically require contractors to hire through union hiring halls and follow union collective bargaining terms. Many small, local, or non-union contractors may be unwilling or unable to meet these requirements. Reduced bidder participation can lead to less competitive pricing and may impact opportunities for local firms, including minority and women-owned businesses.

2. Potential Cost Increases and Fewer CIP Projects

PLAs may increase project costs due to reduced competition and administrative complexity. Reduced competition on PLA projects increases project delivery costs by limiting the number of contractors that choose to bid. These increased cost impacts would affect the City's Capital Improvement Program and potentially reduce the number of projects that can be funded.

3. Administrative and Compliance Requirements

Implementation of a PLA requires substantial administrative oversight, including monitoring contractor compliance, managing hiring hall[ii] issues, resolving disputes, and convening joint labor-management committees. Since the City does not have staff dedicated to labor compliance, there would be challenges implementing and managing these obligations. These additional administrative layers can also complicate project delivery and may affect construction schedules.

4. Flexibility for Contractors and Project Execution

PLAs may restrict how contractors assign employees, manage work schedules, or utilize their existing workforce. Hiring hall provisions may limit a contractor's ability to deploy long-standing crews and may require the use of union-referred workers, which can affect continuity, productivity, and the contractor's ability to leverage established team expertise. Reduced workforce flexibility can create operational challenges, particularly for specialized or technical work where familiarity with the contractor's processes, equipment, and project requirements is important.

5. Mixed Evidence on Project Outcomes

Research on PLAs shows mixed outcomes with respect to cost, construction quality, change orders, and timely project completion. Staff did not identify consistent evidence

[ii] Hiring Hall – central office ran by the local union where employers find workers for construction jobs

demonstrating that PLAs improve overall project performance across all project types. Given the City's need to deliver critical infrastructure efficiently in the most cost-effective manner possible, these uncertainties warrant caution.

6. Potential Benefits of a PLA

PLAs offer potential benefits that could enhance project delivery. They provide guaranteed access to a reliable pool of trained and certified craft workers, helping ensure that project teams have the necessary skills to meet high standards for safety, quality, and efficiency. Under a PLA, workers and unions agree not to strike and employers agree to avoid lockouts, reducing the likelihood of labor disruptions and strengthening the predictability of project schedules. In addition, PLAs can include provisions that encourage or require the hiring of local residents, creating opportunities for community members and supporting the local job market.

City of Lancaster

In 2018, the City of Lancaster executed a Community Workforce Agreement (CWA) with the Los Angeles/Orange Counties Building & Construction Trades Council and the signatory Craft Councils and Local Unions, establishing labor relations policies and procedures for certain improvement projects. The CWA applies to multi-trade contracts exceeding $175,000 and prime specialty contracts exceeding $100,000, with several defined exemptions.

In 2025, Lancaster Public Works staff provided an impact analysis to the Assistant City Manager comparing projects completed before and after the implementation of the CWA. Their analysis concluded that the CWA did not hinder job creation, reduce the City of Lancaster's ability to receive competitive bids, or increase overall project costs.

ENVIRONMENTAL REVIEW

This report is exempt from review under the California Environmental Quality Act (CEQA) and under CEQA Guidelines Section 15378 (14 CCR §15378) because it does not constitute a project and does not commit the City to any specific action.

FISCAL IMPACT

There is no fiscal impact associated with receiving this report. However, adoption of a PLA could increase project costs for future capital projects. Any proposed PLA implementation would require additional budget analysis and would be brought to the City Council for consideration.

CONCLUSION

The City remains committed to supporting a strong construction workforce and consistently upholds high standards on all public works projects by ensuring fair

compensation through prevailing wage requirements, robust worker protections, and access to apprenticeship pathways that strengthen the local skilled labor pipeline. However, given the current economic environment, the significant financial investment associated with major capital projects, and the need to maintain flexibility and minimize potential challenges to timely and cost-effective project delivery, staff recommends that Council not pursue a Project Labor Agreement at this time. Council could revisit the issue at a future date as economic conditions, the construction labor market, and the City's capital project portfolio evolve.

ATTACHMENT

Attachment 1 – Impact Analysis Memorandum dated June 20, 2025, City of Lancaster Staff Report and Community Workforce Agreement Dated June 24, 2025

PUBLIC WORKS

MEMORANDUM

DATE: June 20, 2025

TO: Larissa De La Cruz, Assistant City Manager

FROM: Marissa Diaz, Public Works Director

SUBJECT: **Community Workforce Agreement (CWA) Impact Analysis**

BACKGROUND

On January 23, 2018, Council authorized the City Manager to execute a Community Workforce Agreement with the Los Angeles/Orange Counties Building & Construction Trades Council, and the signatory Craft Councils and Local Unions, establishing labor relations policies and procedures for certain City improvement projects.

Effective July 1, 2018, the agreement provides that, for applicable projects, the City will contract exclusively with contractors who agree to comply with the terms of the agreement. Non-union contractors may continue to bid on, and be awarded, contracts for applicable City projects subject to the terms of the agreement.

The improvement projects subject to the terms of the agreement are limited to multi-trade contracts that exceed $175,000 and prime specialty contracts that exceed $100,000, with several exemptions (including work performed by City employees, design teams and other City consultants not performing manual labor; non-construction support services; and work that has been deemed immediately required as a result of a local emergency).

It was expected that entering into the CWA agreement would not cause an increase in project costs.

It was also expected that in conjunction with local training and apprenticeship programs, entering into this agreement would help local residents become part of a trained workforce with good-paying jobs.

The CWA was amended in July 2020 to expand applicability of the CWA, clarify exclusions as it relates to source of funding, and replacing terms for Union Membership.

METHODOLOGY

California State Department of Industrial Relations (DIR) certified payroll data has been unavailable since June 2024. Limited DIR data, supplemented by completed City Capital Improvement Program (CIP) project records, was used to analyze the impact of the CWA. Data collected is not meant to be comprehensive, but rather a snapshot, representative sample, that may be analyzed to provide a basis for general evaluation of impacts.

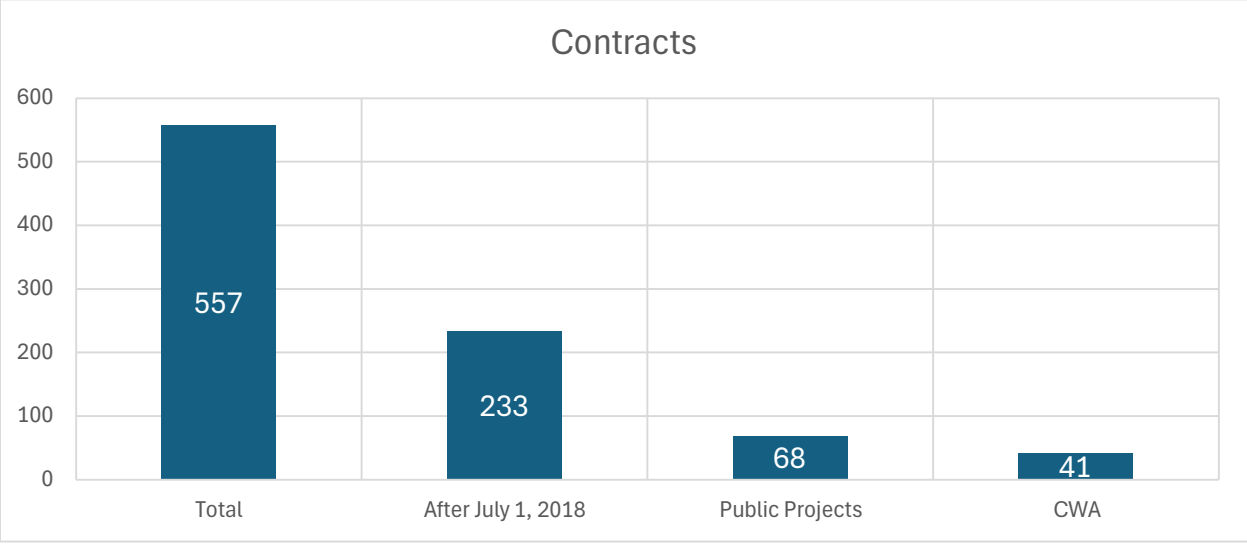
Data collected was for the period of March 19, 2012 to May 13, 2025. The CWA became effective July 1, 2018. The analysis included comparing data for the 6.3 years prior to the CWA to data for the 6.7 years after.

STATISTICS

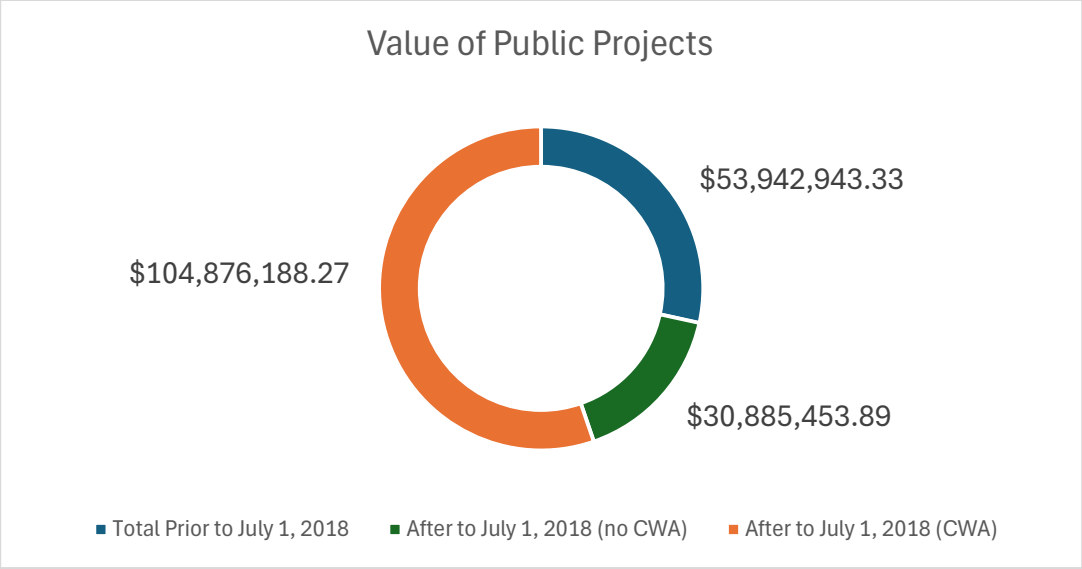
A total of 557 contracts were awarded between March 19, 2012 to May 13, 2025. Three hundred and twenty-four (324) were awarded prior to the CWA.

Of the two hundred and thirty-three contracts awarded after the CWA, one hundred and sixty-five (165) were not public projects as defined in Section 22002(c) of California Public Contract Code (PCC); they were for “maintenance work” as defined by Section 2200(d).

Of the sixty-eight public projects, the CWA was not applicable to twenty-seven because they were either federally funded grant projects that prohibited inclusion (exempt per Section 2.7(a) of the CWA) or did not meet the dollar thresholds as defined in CWA Sections 2.2(a) and 2.2(b).

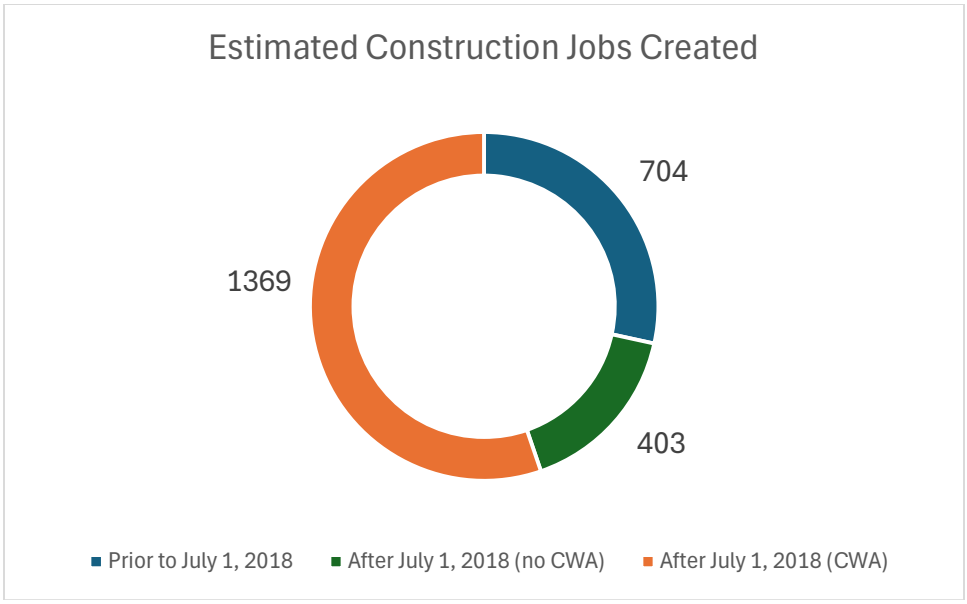


Total value of completed contracts within the evaluation period (2012 to 2025) was $189,704,585.49 with 28% prior to July 1, 2018, 16% after July 1, 2018 with no CWA, and 55% after July 1, 2018 with CWA.



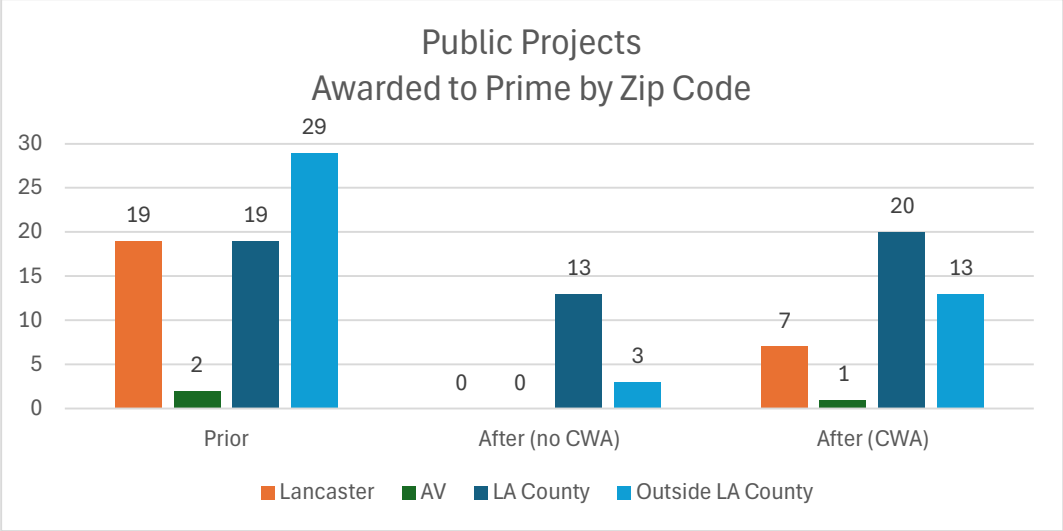
ECONOMIC IMPACT

Detailed number of jobs created and median income cannot be determined without access to certified payroll records. But based on Los Angeles County's ratio of construction dollars spent to jobs created, it is estimated that 2,476 construction jobs were created by completed projects for the evaluation period (2012-2025). That is about 1,369 jobs created by completed contracts requiring CWA compliance.



Tabulating contracts by prime contractor zip code indicates the CWA has shifted contracts from outside Los Angeles County primes to Los Angeles County based primes. While

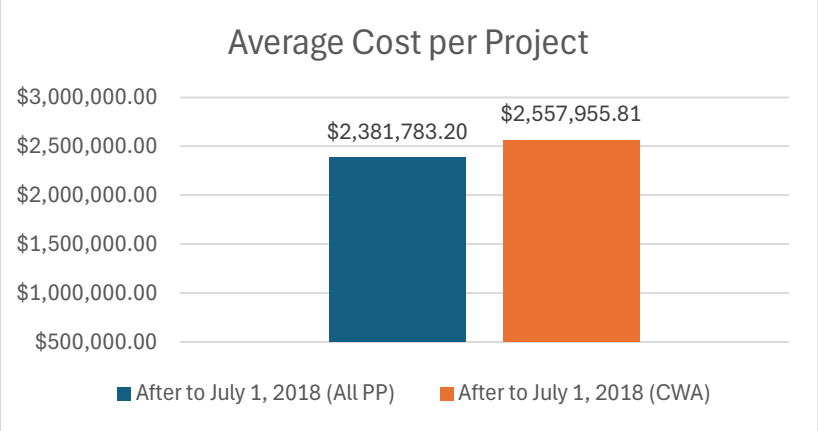
prime firms are predominantly based in Los Angeles County (outside of Lancaster and the Antelope Valley), $25.4 Million, or about 24% of contracts requiring the CWA, went to Lancaster prime contractors. Also, for the Los Angeles County based prime contractors, staff and subcontractors, in the field, may be Lancaster and/or Antelope Valley residents. Detailed certified payroll data is unavailable and additional analysis to determine how much is staying local is recommended after access to certified payroll records is restored by the State.



Except for one Design-Build contract, multiple bids were received for public projects advertised after the CWA was implemented.

COST TO THE CITY

Comparison of average cost per project for all completed public project contracts after July 1, 2018 versus those with CWA show a negligible difference of just 7%. All public projects require prevailing wage rates, which are generally more than, or align with, unions rates; as such costs of projects are typically not significantly impacted by inclusion of the CWA. This negligible difference is likely attributable to variable scope of work and inflation.



SUMMARY

The CWA has not negatively impacted job creation. The CWA has been successful in shifting contracts from outside of Los Angeles County back into Los Angeles County and keeping several contracts within the City of Lancaster. The CWA has not negatively impacted the City's ability to obtain competitive bids. Entering into the CWA agreement has not caused an increase in project costs.

MAINTENANCE AND
PUBLIC PROJECT CONTRACTS

number	project_number	project_id	name	dept	start_date
20240149259	IB 1106	1075	Annex Building Demolition REBID	PW-CED	3/19/2012
20240147727	IB 1107	1076	Amargosa Creek Rest Area, Grant No. 58E9	PW-CED	4/30/2012
20240147723	PWCP 12-002	1082	2012 Pavement Management Program	PW-CED	7/9/2012
20240147644	PWCP 10-020	1080	Westwind Elementary School Pedestrian Im	PW-CED	8/6/2012
20240148876	PWCP 11-010	1081	Citywide Traffic Calming	PW-CED	8/27/2012
20240148660	PWCP 12-003	1083	Valley Central Way and 25th Street West	PW-CED	8/27/2012
20240148501	IB 1201	1077	70th St. West & Ave. L-8 Nuisance Water	PW-CED	9/10/2012
20240149220	IB 1202	1078	Maintenance Yard Emergency Generator	PW-CED	9/10/2012
20240149065	IB 1203	1079	Street Nuisance Water Improvements, Ave	PW-CED	9/18/2012
20240148364	PWCP 12-009	1084	2012 Pavement Preservation Re-HEAT Aspha	PW-CED	10/17/2012
20240148026	IB 1204	2424	Ave I Pedestrian Improvements, 30th St W	PW-CED	11/18/2012
20240147344	PWCP 12-007	4056	PM 72015 Infrastructure Improvement	PW-CED	12/31/2012
20240149061	PWCP 12-004	3670	Ave. I & 40th St West Turn Pocket, HSIPL	PW-CED	4/8/2013
20240148903	PWCP 10-018	3667	Ave J Median Improvements, HSIPL-5419 03	PW-CED	5/20/2013
20240149334	PWCP 13-001	4066	PAVEMENT MARKING PROGRAM	PW-CED	6/24/2013
20240146878	IB 1301	4834	Joshua Elementary School Pedestrian Impr	PW-CED	7/29/2013
20240146525	PWCP 12-001	4842	Municipal Stadium Parking Lot Resurfacin	PW-CED	8/5/2013
20240147506	IB 1302	4837	Curb and Gutter Replacement Program	PW-CED	8/19/2013
20240148083	PWCP 10-022	4841	Miller Elementary School, SR2SL 5419 038	PW-CED	8/26/2013
20240146755	PWCP 13-010	4845	LNSC - Park and Ride Resurfacing	PW-CED	8/26/2013
20240147090	PWCP 10-008	5387	CITY PARK RECYCLED WATER CONVERSION	PW-CED	10/7/2013
20240147788	IB 1205	5868	15th St W Streetscape Improvements, Ave	PW-CED	12/1/2013
20240148609	PWCP 11-002	5771	Ave E8 Temporary Recycled Water Pump Sta	PW-CED	1/5/2014
20240147712	PWCP 12-010	5778	Downtown Lancaster Gateway REBID, 10th S	PW-CED	1/5/2014
20240147334	PWCP 12-005	6087	Bridge Rehabilitation	PW-CED	1/7/2014
20240147951	PWCP 09-027	6085	25th St. East Alignment at Ave J and Lan	PW-CED	1/26/2014
20240148359	PWCP 13-005	7985	Valley View Elementary School Pedestrian	PW-CED	6/23/2014
20240147077	IB 1401	7967	Ave M & 30th St. West Intersection Impro	PW-CED	6/30/2014
20240148409	IB 1404	36267	Tierra Del Sol Phase II	PW-CED	7/14/2014
20240147856	PWCP 14-003	7989	BYD Energy Road, Ave J11, Improvements	PW-CED	7/14/2014
20240148078	PWCP 13-011	7986	2014 Pavement Management Program	PW-CED	8/14/2014
20240146868	PWCP 11-018	36292	Rural Intersection Enhancements	PW-CED	10/13/2014
20240149130	IB 1402	36243	Lancaster High School Street and Pedestr	PW-CED	11/19/2014
20240147339	PWCP 11-024	36310	Install Solar-Powered LED Stop Signs	PW-CED	1/6/2015
20240148946	4315	20541	LUC Watermain	PW-USD	4/3/2015
20240148067	2015-01	17671	Jethawk stadium	PARCS	4/6/2015
20240148577	TBD	24422	Orchestra Pit repair	PARCS	5/10/2015
20240147410	IB 1407	16624	2015 Neighborhood Speed Humps	PW-CED	5/11/2015
20240147638	720 W AVE H13	21579	720 W Ave H13	HOUSING	5/14/2015
20240148681	606-15	20668	Housing and Neighborhood Revitalization	HOUSING	5/18/2015
20240147404	PO#15-01052	22243	City Hall Office/PW	PARCS	5/22/2015
20240146750	45790 KINGTREE WALL	23211	45790 Kingtree Wall Repair	HOUSING	5/27/2015
20240148000	PWCP 11-023	24309	20th Street East Storm Drain Extension a	PW-CED	6/8/2015
20240148421	01080	26511	AHP drinking fountain	PARCS	6/11/2015
20240146677	PWCP 14-006	19452	Endeavor Middle School Pedestrian Improv	PW-CED	6/11/2015
20240147212	490-4370-301	26452	City Hall New Offices	PARCS	6/16/2015
20240149187	613WH12WALL	28258	613WH12Wall	PARCS	6/18/2015
20240147236	1601001	76050	City Park Main Line Repairs	PARCS	6/23/2015
20240149382	15-01127	36088	OFFICE MAINT YARD	PARCS	6/24/2015
20240147120	4545-624	28124	Playground Improvement	PARCS	6/29/2015
20240148343	PWCP 15-003	20218	TIERRA DEL SOL PHASE III STREET IMPS	PW-CED	7/1/2015
20240146931	IB 1405	36353	Sierra Elementary School Pedestrian Impr	PW-CED	7/8/2015
20240148978	IB 1403	24359	Mariposa Elementary School Pedestrian Im	PW-CED	7/13/2015

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20240147923	302EJ12REPR	32638	Joshua Impact Home Repair	HOUSING	7/17/2015
20240147758	1501137	31792	LCP pickleball courts	PARCS	7/22/2015
20240148441	1501072	31801	LCP sewer pump	PARCS	7/25/2015
20240148052	586-15	64251	Tree Trimming Services	LMD	8/1/2015
20240148583	16-00582	38603	LPAC Plumbing	PARCS	8/10/2015
20240148934	16-00630	41408	Lpac Drywall	PARCS	8/10/2015
20240146514	16-00624	40295	LPAC electrical	PARCS	8/14/2015
20240147679	45503 7TH E REPAIRS	39980	45503 7th E Repairs	HOUSING	8/17/2015
20240147534	DF64	34640	LNSC Sod	PARCS	8/17/2015
20240148788	REBID PWCP 14-002	24368	Avenue I and 25th Street East Intersecti	PW-CED	8/17/2015
20240148716	PO #16-00631	42587	TractionSeal Plant Washout Pit	PW-MSD	8/19/2015
20240147263	16-00655	41018	B/U Generator Repair- Cooperstown	PW-USD	8/24/2015
20240149461	16-00659	42056	MOAH AC	PARCS	8/24/2015
20240146667	1600657	41829	STPAC	PARCS	8/26/2015
20240148427	1600666	42872	LMS AC repair	PARCS	8/30/2015
20240148966	16-00682	42673	Concrete LPAC	PARCS	8/31/2015
20240148812	1600658	41835	LNSCAC	PARCS	9/2/2015
20240147105	16-00605	40656	Stormwater Pump Repair	PW-USD	9/2/2015
20240147350	16-00639	40404	Cooperstown Quarterly Maintenance	PW-USD	9/8/2015
20240149020	PWCP 14-012	47142	DIVISION STREET RECYCLED WATER MAIN MODI	PW-CED	9/14/2015
20240146943	16-00597	40397	Annual Generator Service	PW-USD	9/15/2015
20240147903	16-3234	43663	LPAC kitchen wall paneling	PARCS	9/15/2015
20240148857	942-0889	46449	lpac mahogany refinishing	PARCS	9/15/2015
20240147027	1600644	41646	Signal Cabinet Replacement	PW-MSD	9/18/2015
20240149448	1600643	41661	332 Cabinet Replacement	PW-MSD	9/21/2015
20240147674	15-00	38151	Traffic Signal Cabinet Replacement	PW-MSD	9/21/2015
20240147011	15445	47798	Temporary Pole Installation	PW-MSD	9/28/2015
20240149545	91615	48793	Stadium Project	PARCS	9/28/2015
20240148615	PWCP 14-015	47090	PAVEMENT MARKING PROGRAM, PH II REBID	PW-CED	10/5/2015
20240148221	4159	50136	lpac latha	PARCS	10/12/2015
20240149234	7502015	51161	fire sprinkler	PARCS	10/13/2015
20240146642	2015750	51007	lpac t-bar	PARCS	10/16/2015
20240147475	PWCP 13-027	51421	AVENUE L & CHALLENGER WAY ROUNDABOUT	PW-CED	10/19/2015
20240146696	102315	53589	zeldas exterior paint	PARCS	10/23/2015
20240147876	9377	95516	Tierra Bonita Lighting	PARCS	11/1/2015
20240148793	597-15	58349	HNR NSP 3	HOUSING	11/3/2015
20240149056	07975	57967	Drainage Pump Station 27th West & Ave I	PW-USD	11/10/2015
20240149371	45534GADSDENFIREREF	58610	45534 Gadsden Fire Repair	HOUSING	11/19/2015
20240148882	HNR 1038	65610	Tree Removal	HOUSING	11/24/2015
20240148144	1501142	65896	Monument sign construction	PARCS	11/30/2015
20240148768	PR#09209	72058	Replacement of Guard Rail	PW-MSD	11/30/2015
20240147522	SHELTER 16-2	65918	Lancaster Shelter Repair	PARCS	12/6/2015
20240148072	16-00883	62735	Cooperstown Lift Station	PW-USD	12/7/2015
20240148242	44044BUTTERCUPHVAC	61181	44044 Buttercup HVAC Repr	HOUSING	12/7/2015
20240147812	1501143	65889	Monument sign installation	PARCS	12/13/2015
20240149090	SHELTER 16-1	65639	Lancaster Community Shelter Doors	PARCS	12/13/2015
20240147198	4636-462	66864	Repair Ave M-8	PW-MSD	12/20/2015
20240147183	482-4636-462	66865	Repair Ave M-8	PW-MSD	12/20/2015
20240148379	ENV1	60718	Satellite Recycling Center-Soccer Center	PW-MSD	12/27/2015
20240147699	ENV 2	63071	40th W Ave M-4 Concrete Removal	PW-MSD	12/29/2015
20240149355	HNR 16-1338	68738	1338 Indian Sage Road Rehabilitation	HOUSING	1/3/2016
20240149562	IB 1408	58949	Pedestrian Crossing, Ave I & 17th St. Ea	PW-CED	1/3/2016
20240149321	PWCP 15-011	62536	Maintenance Yard Storage Building, Phase	PW-CED	1/4/2016

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20240149611	9374	95849	JRP lighting repairs	PARCS	1/19/2016
20240146566	16-00826	58025	Replacement Pole	PW-MSD	1/21/2016
20240146857	16-00935	74842	332 Cabinet Replacement	PW-MSD	1/21/2016
20240147071	16-00976	73594	City Clerk Dept - New Office	PARCS	1/22/2016
20240147385	16-00976	72424	CITY CLERK	PARCS	1/23/2016
20240147222	453236TH ST E WTRRPR	74182	45323 6th St East	HOUSING	2/1/2016
20240147202	PR-09485	73007	CENTENNIAL BASIN WALL REPAIR	PW-MSD	2/2/2016
20240147425	606-15 JACKMAN	72055	Jackman AC Unit	HOUSING	2/3/2016
20240147132	1600940	74446	METROLINK	PARCS	2/6/2016
20240148496	PWCP 13-014	68475	AVENUE H REHABILITATION, STPL-5419 044	PW-CED	2/8/2016
20240147539	9376	95839	TBP emergency lighting	PARCS	2/10/2016
20240149429	020816	72715	Date Repair	HOUSING	2/11/2016
20240147031	45503 7TH ST E WATER	73844	45503 7th St E WaterDamage	HOUSING	2/11/2016
20240147732	1600981	74711	LIGHT BOLLARD 30TH AVE M	PW-MSD	2/15/2016
20240149277	16-00026	75219	1237 W Ave H-4 Fence Repair	PW-MSD	2/15/2016
20240146445	16-00941	77184	INSTALLATION OF TYPE 15 POLE	PW-MSD	2/15/2016
20240146996	16-01024	80579	PUBLIC WORKS OFFICE	PW-MSD	2/19/2016
20240148567	1601011	75600	Eastside Pool AC Unit	PARCS	3/1/2016
20240147469	630-16	75896	Neighborhood Stabilization Program	HOUSING	3/6/2016
20240148263	PWCP 14-008	71626	Avenue K-8 Bike Path Improvements, BTA 1	PW-CED	3/6/2016
20240146991	16 01012	77347	Stadium Billboard	PARCS	3/7/2016
20240148994	16-01041	78315	LPAC GENERATOR	PARCS	3/8/2016
20240149413	CDBG 633-16	80865	Mariposa Park Improvements	HOUSING	3/16/2016
20240149115	CDBG 634-16	80858	Whit Carter Park Improvements	HOUSING	3/16/2016
20240149119	16-01029	80185	Pavement Management Program R25	PW-MSD	3/21/2016
20240148237	1601073	80935	Jethawks plywood renovation	PARCS	3/22/2016
20240149304	PR09572	79725	Cooperstown Lift Station	PW-USD	3/28/2016
20240148138	PR09572	79804	Cooperstown Lift Station	PW-USD	3/28/2016
20240149494	1601047	82386	LPAC SEWER PUMPS	PARCS	3/31/2016
20240149198	1601068	82379	METRO LINK STATION	PARCS	3/31/2016
20240149079	1601072	82391	METRO LINK STATION REPAIR AUTO ACCIDENT	PARCS	3/31/2016
20240146883	16 01118	86989	Stadium Asphalt	PARCS	4/5/2016
20240147446	PR#09635	83208	Pole Replacement	PW-MSD	4/11/2016
20240149402	PR#09636	83399	Replace Damaged Pole	PW-MSD	4/11/2016
20240148920	CDBG 640-16	81872	Tierra Bonita Park Splashpad	HOUSING	4/12/2016
20240146536	16 01139	90689	Paint Sky Box Doors	PARCS	4/22/2016
20240148257	8TH EAST HVAC 16-4	86583	8th Street East Escrow Repair	HOUSING	4/25/2016
20240147084	ASTORIA HVAC 16-3	86579	Astoria Escrow Repair	HOUSING	4/25/2016
20240149535	POOL CHAIR LIFT 16-2	86166	Eastside Pool Improvements Project	PARCS	4/25/2016
20240146623	16 01019	87346	LUC Monument sign-Installation	PARCS	4/28/2016
20240146905	16 01020	87337	LUC monument signs-Creation	PARCS	4/28/2016
20240147871	0226-2016	87197	BLOCK WALL REPAIR	HOUSING	5/2/2016
20240149309	PR#09684	88550	Pedestrian Buttton Pole Replacement	PW-MSD	5/10/2016
20240149340	16 01189	90861	Stadium water heater	PARCS	5/11/2016
20240148696	16-00026	90577	FENCE REPAIRS	PW-MSD	5/11/2016
20240148370	2016-046	93363	City Hall Charging Stations	PARCS	5/23/2016
20240148852	PR09713	91654	Stormwater Pump Sys Repair at 20th E/Ave	PW-MSD	5/23/2016
20240146895	05172016	93432	Halley Olsen	PARCS	5/24/2016
20240149615	44044	93550	Raysack Re-roof	PARCS	5/25/2016
20240148022	PR#09712	91097	Dukes Root Control Inc.	PARCS	6/1/2016
20240147371	060716	96906	Cabree Court	PARCS	6/9/2016
20240146774	16-01194	96976	FUEL MGMT SYSTEM UPGRADE	PW-MSD	6/13/2016
20240149071	PR 09742	95854	Vehicle Maint Sink Replacement	PARCS	6/13/2016

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20240147768	1654	102211	Norberry Tree Removal	HOUSING	6/24/2016
20240146572	20170261	105997	Annual Pump Station Maintenance	PW-USD	7/1/2016
20240149031	16-01215	106104	REPROGRAMMING ALARM SYSTEMS	PW-USD	7/1/2016
20240146687	PR#09828	105010	Cooperstown Qrtly Pump Maintenance	PW-USD	7/1/2016
20240147049	45323 6TH	103582	6th St East Repair	HOUSING	7/6/2016
20240147592	16-01267	112016	CARPET CITY HALL	PARCS	7/14/2016
20240148929	1	107366	Walking Light repairs 15th east and K-8	PW-MSD	7/21/2016
20240147966	CITY HALL	112472	city hall	PARCS	7/25/2016
20240147842	PR#09812	104708	Re-install Concrete Pad	PW-MSD	7/25/2016
20240149244	20170464	116328	FENCE REPAIRS	PW-MSD	7/27/2016
20240149014	1700629	119928	LNSC Pump B repair	PARCS	8/1/2016
20240146450	20170271	106040	Generator Maintenance for Cooperstown	PW-USD	8/1/2016
20240147649	45503-16	110826	7th St E repair	HOUSING	8/1/2016
20240146648	PR#09897	112157	Type 1A Pole Replacement	PW-MSD	8/1/2016
20240148756	1700557	111258	Eastside Pool lights	PARCS	8/2/2016
20240147173	PR#09891	111440	Replacement Pole Foundation	PW-MSD	8/8/2016
20240146960	17-00033	125837	FENCE REPAIRS	PW-MSD	8/10/2016
20240146925	17 00613	120874	Vista House	HOUSING	8/19/2016
20240146543	2016-076	120929	5th Street Lights	PW-MSD	8/22/2016
20240148862	20170520	118639	Guardrail Repair	PW-MSD	8/29/2016
20240147783	IB 1501	109441	10th Street West at Avenue H Traffic Sig	PW-CED	8/29/2016
20240147463	644-16	130195	Neighborhood Stabilization Program	HOUSING	9/1/2016
20240147544	PR#09965	120895	Quadguard Replacement	PW-MSD	9/1/2016
20240147258	1700687	131440	City Park fence repairs	PARCS	9/12/2016
20240148457	PR10008	125754	COOPERSTOWN LIFT STATION REPAIR	PW-USD	9/20/2016
20240146770	2017/11	165437	Splash Pad Start Up	PARCS	10/1/2016
20240146974	2016-098	132609	RDP fire damage repairs	PARCS	10/7/2016
20240149051	1816-16	134601	Tree Removal	LMD	10/17/2016
20240148621	PR # 09972	121729	Removal and Replacement of a Traffic Sig	PW-MSD	10/24/2016
20240148548	PR#10098	138569	Signal Repair	PW-MSD	11/13/2016
20240149099	PWCP 16-006	138893	2016 SEWER MAIN RESTORATION PROJECT	PW-CED	11/14/2016
20240146805	IB 1602	138958	SEWER MANHOLE REPAIR PROJECT	PW-CED	11/27/2016
20240147479	PO#17-00841	154043	Eastside Pool Resurfacing Project	PARCS	11/28/2016
20240147653	PR#10152	145277	DIVISION ST RECYCLED WATER PUMP REPAIRS	PW-USD	11/28/2016
20240148898	562	144155	LNSC VFD pump	PARCS	11/30/2016
20240147836	PR#10138	143968	Maintenance Building Repairs	PW-MSD	12/4/2016
20240146441	100	147239	A Pump repair	PARCS	12/29/2016
20240148154	17 00822	154058	OMP Monument Sign Installation	PARCS	1/3/2017
20240149620	17-00870	155436	Stadium Concession Carpet	PARCS	1/6/2017
20240147187	20171845	154239	Repair Transducer at Cooperstown	PW-USD	1/22/2017
20240147664	021317	162923	LMS carpet	PARCS	1/27/2017
20240146739	201720	192767	Eastside Pool LED Lights	PARCS	1/31/2017
20240147094	652-17	163425	Neighborhood Stabilization Program	HOUSING	2/15/2017
20240148973	PR#10138	143961	Rollup Door Repairs	PW-MSD	2/15/2017
20240149152	02172017	162219	OMP AC building water heater	PARCS	2/16/2017
20240147570	PR#10205	157866	Wiring Installation for Roll Up Doors	PW-MSD	2/26/2017
20240147274	652-17	163428	Neighborhood Stabilization Program	HOUSING	2/28/2017
20240149674	189	164158	Back wash valve repair	PARCS	3/5/2017
20240146800	PR-10735/ PR-10736	212314	Emulsified Asphalt for Pavement Mngt Rev	PW-MSD	3/11/2017
20240147431	040617	173602	Dugout bench for coach	PARCS	3/20/2017
20240148631	17 00823	165740	Stadium infield work	PARCS	3/20/2017
20240146519	17 00955	193138	New upstair elevator lobby doors	PARCS	3/20/2017
20240146966	1700936	174472	Generator injector pump	PW-USD	3/23/2017

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20240149697	54133	185013	Transformer for scoreboard	PARCS	3/24/2017
20240147485	IB 1604	157176	2017 Neighborhood Traffic Calming	PW-CED	3/26/2017
20240148867	33017	175744	Stadium batters eye	PARCS	3/30/2017
20240148734	PO# 17-00871/00959	154621	City Hall Fascia Improvements	PARCS	4/1/2017
20240147851	32717	175750	OMP mainline repair	PARCS	4/3/2017
20240149360	17 00922	178343	Eastside Pool Filters	PARCS	4/3/2017
20240146980	HNR-17-ELM	198330	Elm Street Garden	HOUSING	4/10/2017
20240147619	206174	185023	Restroom baseboard molding	PARCS	4/12/2017
20240146499	10352	177185	Pump Repair on 20th St E & Ave K	PARCS	4/20/2017
20240147288	10354	177149	Pump Repair on 27th St W & Ave I	PARCS	4/20/2017
20240148515	09720	183376	Eastside Pool Water Heater Replacement	PARCS	4/28/2017
20240147217	1102-17	188933	Wellness Home Repair	HOUSING	5/10/2017
20240149387	PO# 10380	183099	Revive 25 Park & Ride Pavement Mngmt	PW-MSD	5/12/2017
20240148134	PO#1700033	184685	FENCE REPAIRS	PW-MSD	5/12/2017
20240149551	1701044	203175	REPLASTER OF WEBBER POOL	PARCS	5/15/2017
20240148675	1701036	183359	LMS Compressor Replacement	PARCS	5/16/2017
20240148113	PWCP 16-009	185572	2016 Pavement Management Program	PW-CED	5/22/2017
20240147294	201725	193155	Splash Pad Maintenance and Chemistry	PARCS	6/1/2017
20240146732	674R1	182774	LPAC flyrail upgrade	PARCS	6/1/2017
20240148593	060817	210382	Stadium Emergency Lights	PARCS	6/8/2017
20240147016	06122017	193285	PM 8 Rolling Doors at Eastside Pool	PARCS	6/9/2017
20240146874	PR-10394	185470	Micro Milling Service for Revive 25	PW-MSD	6/9/2017
20240147658	06142017	193248	Eastside Pool Water Fountains	PARCS	6/15/2017
20240147955	674R1	182773	LPAC flyrail upgrade	PARCS	6/15/2017
20240148654	PWCP 17-001	191346	2017 CURB AND GUTTER REPAIRS	PW-CED	6/19/2017
20240147159	PWCP 17-002	191362	2017 SIDEWALK REPAIRS	PW-CED	6/19/2017
20240148383	PR10439/PR10582	193935	Hauling Services for Revive 25 Program	PW-MSD	6/26/2017
20240148562	40K14	197292	40th West & K-12	LMD	6/28/2017
20240146841	PR-10449	195416	PAINT STRIPER RENTAL WITH OPERATORS FOR	PW-MSD	6/28/2017
20240149659	201729	202757	Splash Pad Maintenance and Chemistry	PARCS	7/1/2017
20240148588	201736	205964	Solar Heater	PARCS	7/1/2017
20240147742	PO 1800041 & 1800043	215591	Drainage Pump Station Maintenance & Repa	PW-MSD	7/1/2017
20240146482	200	203475	Eastside AC	PARCS	7/24/2017
20240147231	00000	210004	Pump Repair at Ave H-8 & Division	PW-USD	7/26/2017
20240149209	201800285	202316	Street Improvement 60th W from J to J8	PW-MSD	8/1/2017
20240147148	201735	206324	Splash Pad Maintenance and Chemistry	PARCS	8/2/2017
20240147818	PWCP 17-008	205416	10th Street West Gap Closure	PW-CED	8/14/2017
20240149519	PR#10633	209264	Project on Ave L from 4th E to 30th E	PW-MSD	8/16/2017
20240148231	2017099	210614	El Dorado Park - Security Light - Crushe	PARCS	8/21/2017
20240149328	201800427	208192	Revive 25-Ave L Project	PW-MSD	8/21/2017
20240147579	PWCP 16-002	200349	Lancaster Blvd, 30th to 40 St East	PW-CED	8/21/2017
20240149125	PR10641	209504	FOG SEAL	PW-MSD	8/24/2017
20240147554	PR 10652	209742	Stripe and RPMs for Summer Chip Seal Pro	PW-MSD	8/27/2017
20240148288	201739	211311	Splash Pad Maintenance and Chemistry	PARCS	9/1/2017
20240146607	PR#10598	209770	Repair of Blockwall	PW-MSD	9/1/2017
20240149074	PR-10707	211084	Concrete Work & Wiring for 15 St Light P	PW-MSD	9/11/2017
20240148537	PR-10719	211529	Micro Milling Service for Revive 25	PW-MSD	9/11/2017
20240149036	1	212347	Parking Lot Island	PARCS	9/14/2017
20240146986	2	212355	City Hall Parking Lot	PARCS	9/14/2017
20240147279	PR#10723	211626	REVIVE 25 - 4TH ST E	PW-MSD	9/14/2017
20240147694	PR-10732	211969	Maintenance Yard Door Repairs	PW-MSD	9/18/2017
20240148321	PWCP 17-010	209312	Lancaster Boulevard Bikeway and Road Die	PW-CED	9/19/2017
20240146779	PWCP 16-003	205166	Antelope Valley Senior Center Renovation	PW-CED	9/20/2017

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20240147206	PR-10753	213279	2017 Neighborhood Fog Seal Project	PW-MSD	9/25/2017
20240149408	201742	215101	Splash Pad Maintenance and Chemistry	PARCS	10/2/2017
20240147559	201743	215102	AHP Fountain	PARCS	10/2/2017
20240148325	PR-10765	214114	2017 Neighborhood Fog Seal Project	PW-MSD	10/4/2017
20240147066	PR10773	214606	Fog Sealing Ave. M-8 and 40th St. W.	PW-MSD	10/6/2017
20240149042	PR-10790	215030	Sewer Line Cleaning	PW-USD	10/12/2017
20240148940	PR-10800	215676	Concrete & wiring for standing of 9 st l	PW-MSD	10/23/2017
20240149167	PR-10806	215822	Carpet & Tile Cleaning of Maintenance Ya	PW-MSD	10/23/2017
20240149691	PR#10835	217057	Heating and Cooling Repairs	PW-MSD	10/30/2017
20240146851	PWCP 17-011	215649	20th Street West Street Improvements, La	PW-CED	10/30/2017
20240147001	201746	218885	Splash Pad Maintenance and Chemistry	PARCS	10/31/2017
20240147165	201746	218886	Splash Pad Maintenance and Chemistry	PARCS	10/31/2017
20240148215	PR-10838	217241	Ave J & 53rd St Street Light foundation	PW-MSD	10/31/2017
20240149557	PR-10890	220708	9 Streetlight Pole Replacements	PW-MSD	11/20/2017
20240148461	PR-10888	220543	Repair & Level Concrete Cap for leaning	PW-MSD	11/26/2017
20240147304	PR-10908	222380	Pole Removal at Ave K-8/ 18th st & Ave I	PW-MSD	12/4/2017
20240146672	1800937	224376	Eastside Pool Restroom Cleaning	PARCS	12/13/2017
20240148330	PR-10917	223782	Installation of 5 street light poles	PW-MSD	12/15/2017
20240147043	1800931	224362	Eastside Pool Interior Painting	PARCS	12/26/2017
20240148740	PR-10928	224084	Streetlight Repairs-Photocell Replacemen	PW-MSD	1/5/2018
20240148194	PR-10921	224026	Installation of 6 Streetlight Poles	PW-MSD	1/19/2018
20240148958	PR-10922	224029	Installation of Streetlight Pole	PW-MSD	1/19/2018
20240148783	PR-10941	225411	Trouble Shoot/ Retrofit street light Fix	PW-MSD	1/21/2018
20240149269	PWCP 16-001	223365	North County ITS Epansion and Traffic Si	PW-CED	1/21/2018
20240147318	TBP101	240007	TBP Pump rebuild	PARCS	1/22/2018
20240146830	PO#18-01020	232051	Eastside Pool Boilers	PARCS	1/31/2018
20240146539	PR-10985	227117	2 Streetlight pole replacements	PW-MSD	2/14/2018
20240146466	HNR NSP & LHA 672-18	228910	HNR NSP & LHA 672-18	HOUSING	2/15/2018
20240149606	PR-11061	230239	HVAC Maintenance & Service	PARCS	2/15/2018
20240149438	PR-11076	230714	4 Streetlight Pole Replacements	PW-MSD	2/19/2018
20240149452	TYPE15	236366	L & Costco NE Corner Type Pole	PW-MSD	2/21/2018
20240147039	PR-11026	228441	Structured shade for Recycling center	PW-USD	2/22/2018
20240148089	PR-11095	231216	Rewire School District Parking Lot	PW-MSD	2/22/2018
20240147126	PR-11097	231218	Soffit Lighting wire at Fwy Overpass	PW-MSD	2/22/2018
20240149443	1800995	231819	Stanley Kleiner Building AC Units	PARCS	2/28/2018
20240148706	674-18	231162	City Hall Improvements	PARCS	3/5/2018
20240146455	1800839	232688	Improvements to stadium field	PARCS	3/12/2018
20240148032	PR-11057	230034	Decorative St Light Pole Installation	PW-MSD	3/12/2018
20240147283	02142018	231414	Eastside Pool HVAC Changeout	PARCS	3/14/2018
20240147328	PR-11064	230480	Ave K-8 Bikepath fence repair	PW-MSD	3/19/2018
20240146901	PR-11065	230496	Guard Rail Repair 60th & Ave I	PW-MSD	3/19/2018
20240148558	PWCP 17-020	230334	Ave I Corridor Improvements, 15th Street	PW-CED	3/24/2018
20240149638	PR-11102	231693	4 St Light Pole Replacements	PW-MSD	4/1/2018
20240148671	PR-11174	235147	Down Draft Cooler Replacement	PARCS	4/17/2018
20240146916	PWCP 17-016	232005	Auto Mall Improvements	PW-CED	4/24/2018
20240149484	PR-11173	235114	Installation of 5 St light poles	PW-MSD	4/30/2018
20240149315	PWCP 17-012 REBID	230340	Avenue I at 10th Street West and Avenue	PW-CED	5/7/2018
20240148984	PR11265	239766	US LOCKER RM COOLER REPLACEMENT	PARCS	5/28/2018
20240147971	PR11279	240543	REPLACEMENT OF 9 COMMERICAL EVAP COOLING	PARCS	5/29/2018
20240148641	18-01292	243684	MOAH WATERPROOF UPPER DECK	PARCS	6/1/2018
20240149654	PR-11290	241043	Simplex Stormwater Pump System Check Val	PW-USD	6/1/2018
20240148276	18 01330	246670	Batting Cage Building Swap Cooler	PARCS	6/7/2018
20240148123	PWCP 17-009	202207	5th ST EAST CORRIDOR IMPROVEMENTS, ATPL-	PW-CED	6/11/2018

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20240147170	PWCP 18-003	233671	Cole Middle School and Tierra Bonita Ele	PW-CED	6/11/2018
20240147708	CT WEST	233950	Procurement & Integration of Advanced Tr	PW-MSD	6/13/2018
20240146682	IB 1702	240227	Avenue K-8 Fencing	PW-CED	6/18/2018
20240148871	03032017	245067	Signal Pole Installation at Avenue J and	PW-MSD	6/25/2018
20240148404	PWCP 18-006	243046	2018 Sidewalk, Curb and Gutter Repairs	PW-CED	6/25/2018
20240149471	1801378	261863	JRP - PIP - HVAC Replacement	PARCS	6/30/2018
20240149295	1900057/ 1900059	258714	Pump Station Scheduled Maintenance	PW-USD	7/1/2018
20240149476	PR 11323	243251	TRAFFIC SIGNAL REPAIR-AVE K AND SIERRA H	PW-MSD	7/1/2018
20240149250	PR-11346	244832	5 St Light Pole Installation	PW-MSD	7/1/2018
20240147414	PR-11397	247829	Storm drain clean out- 15th st w & Ave K	PW-USD	7/15/2018
20240146809	1	250598	43741 Gadsden Ave	HOUSING	7/17/2018
20240148926	1900551	265964	City Hall Exterior Painting	PARCS	7/17/2018
20240146946	050118	238183	Rolling door barrel upgrade	PARCS	7/22/2018
20240149109	680-18	250851	HNR 680-18	HOUSING	8/1/2018
20240147893	PR-11694	259546	GENERATOR MAINTENANCE AGREEMENT	PARCS	9/1/2018
20240149181	IB 688-18	258706	PDW Permanent Fence Project	PARCS	9/4/2018
20240147633	PR 11631	257258	DAMAGE REPAIRS 8 LOCATIONS	PW-MSD	9/5/2018
20240148711	1000	251190	Chlorine Project	PARCS	9/10/2018
20240148892	1900550	265942	LMS ADA LIFT	PARCS	10/1/2018
20240147933	PWCP 17-003	260373	2017 Pavement Management Program	PW-CED	10/15/2018
20240147512	4635	268272	LNSC WIRE	PARCS	10/29/2018
20240147585	1900889	265978	AHP Landscape Renovation	PARCS	11/1/2018
20240147154	102	271119	LNSC Wire 2	PARCS	11/4/2018
20240148511	1900850	266006	ESP Restroom Renovation ADA	PARCS	11/18/2018
20240148246	1900937	272886	Bullfrogs Trenching and Utilities Instal	PARCS	11/30/2018
20240148374	1900948	269318	LPAC Interior Wood Paneling - Downstairs	PARCS	12/17/2018
20240148998	19 00943	270836	10th Street planter project	PW-MSD	12/30/2018
20240147613	PWCP 17-006 REBID	268992	Lancaster Boulevard and 15th Street West	PW-CED	1/7/2019
20240148451	PR#11942	272333	GUARDRAIL REPAIR IN LANCASTER	PW-MSD	1/14/2019
20240148762	1901016	273652	LPAC Interior Wood Paneling - Vestibules	PARCS	1/22/2019
20240147268	686-18	271787	Traffic Signal and Street Lighting Servi	PW-MSD	1/22/2019
20240147108	PWCP 17-007 REBID	268994	Lancaster Boulevard and 15th Street East	PW-CED	1/27/2019
20240147459	PR-12336	296989	Street Sweeping Services	PW-USD	1/29/2019
20240147738	1901066	276466	EDP and MOAH - DG & Field Rock	PARCS	2/21/2019
20240146637	PR-12023	275653	Annual Contract Sewer Line Cleaning	PW-USD	3/28/2019
20240147375	17-019	273773	2018 Traffic Signal Upgrades	PW-MSD	4/1/2019
20240147312	PR12079	277968	In Ground Lift	PW-MSD	4/1/2019
20240147361	HULL 100	276602	Hull Park Wood Chips	PARCS	4/3/2019
20240146586	TA 20192610	279291	NEW DOOR & OPERATORS INSTALL	PARCS	4/8/2019
20240146556	1901194	300939	LPAC Lobby Carpet	PARCS	4/17/2019
20240147193	1901260	300951	LPAC Marble Staircase	PARCS	5/16/2019
20240148730	PR12190	285400	Weed Abatement Services-Agency Propertie	PW-MSD	5/20/2019
20240147909	PWCP 17-019	277943	2018 Traffic Signal Upgrades	PW-CED	5/20/2019
20240147491	PWCP 19-005	282847	2019 Long Line Striping	PW-CED	5/20/2019
20240146549	1901321	302511	LPAC ADA Compliant Restrooms	PARCS	6/1/2019
20240149345	12188	285297	BLVD Security Cameras	PARCS	6/3/2019
20240149599	PWCP 18-001	282862	2018 Pavement Management Program	PW-CED	6/3/2019
20240148334	PR12243	288900	New Door & Operators Install	PARCS	6/11/2019
20240147021	20193242	289260	VIDEO INSPECTION	PW-USD	6/15/2019
20240147830	1901225	295484	LMD Ave L Revitalization 42-50 West	LMD	7/1/2019
20240148914	08232019	302515	LPAC Womens and Mens Restrooms Multi Use	PARCS	7/1/2019
20240149240	PWCP 17-005	288258	PWCP 17-005 2020 Safe Route to School SR	PW-CED	7/1/2019
20240149467	7152019	296139	Metrolink Landscaping	LMD	7/16/2019

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20240146692	PWCP 19-001	293751	2019 Pavement Management Program	PW-CED	7/22/2019
20240148692	0319-NB2	298206	Jane Reynolds Skate Park	PARCS	7/24/2019
20240147688	2000601	312557	JRP Pool Deck and Cover	PARCS	8/8/2019
20240149230	2000631	312568	JRP Shade Structure Webber	PARCS	8/23/2019
20240148308	2000637	308700	JRP PIP Painting	PARCS	8/26/2019
20240146726	70519	298289	Landscape Services-LMD-RFP 705-19	LMD	9/1/2019
20240146937	71019	298291	Landscape Services-PARKS-RFP 710-19	LMD	9/1/2019
20240146561	2000668	310244	Cedar Ducting	PARCS	9/4/2019
20240148484	2000674	312555	JRP Hard Courts	PARCS	9/16/2019
20240148507	2000682	312564	JRP AC Flooring Paneling	PARCS	9/19/2019
20240147824	20-00053 / 20-00055	320653	Pump Station Scheduled Maintenance	PW-USD	10/2/2019
20240147753	11072019	311386	JRP Playground	PARCS	10/9/2019
20240148962	20 00636	315272	OMP AC Building Fire Sprinkler repairs	PARCS	10/11/2019
20240148490	PWCP 18-007	308219	2018 PARKS CONCRETE REPAIRS	PW-CED	10/21/2019
20240148700	2000795	309769	Council Chambers Stain and Paint	PARCS	10/24/2019
20240147794	2000849	316261	Council Chambers Walls	PARCS	11/3/2019
20240147496	20-933	317063	OMP Memorial	PARCS	12/6/2019
20240148988	PWCP 20-001	312609	2020 Pavement Management Program- Neighb	PW-CED	12/30/2019
20240148349	IB 2101 N	355868	Ave K-8 & 15th St W Storm Drain Box Repa	PW-CED	1/6/2020
20240149203	2001000	322755	Cedar 606 Roof and Drywall	PARCS	1/16/2020
20240149530	PWCP 17-013	355908	Intersection of Ave I at 60th St W	PW-CED	1/19/2020
20240148445	PWCP 20-003	315514	2019 Sidewalk, Curb & Gutter Repair	PW-CED	1/27/2020
20240146745	20-995	320100	Owen Memorial Landscaping	PARCS	1/29/2020
20240147672	718-19	345786	Streetlight and Signal Maintenance Servi	PW-MSD	1/31/2020
20240148037	PWCP 20-007	319177	Drainage Fencing	PW-CED	2/3/2020
20240149423	PR12876	321722	Protected Left Signal Conversion	PW-MSD	2/17/2020
20240146735	20202306	323844	Sewer Cleaning & CCTV Inspection	PW-USD	4/1/2020
20240148554	PWCP 20-012	323819	Prime Desert Woodland Trails Project Pha	PW-CED	4/1/2020
20240149084	2000053	326536	COOPERSTOWN PUMP REPAIR	PW-USD	4/2/2020
20240148475	2001132	327803	2nd Floor Backing and Drywall	PARCS	4/16/2020
20240149094	PWCP 17-014 REBID	324971	Ave I Imprvmts, Challenger Way to Price	PW-CED	4/24/2020
20240147983	PWCP 16-007	325325	2017 Traffic Signal Upgrades STPL-5419 0	PW-CED	4/27/2020
20240149283	PWCP 17-015 REBID	325023	Ave I Imprvmts, Price Lane to 35th st E	PW-CED	4/27/2020
20240149586	20-00055	333476	AVE K/20E PUMP REPAIRS	PARCS	5/13/2020
20240149686	PR 13025	330147	FOUNDATION AND POLE RPLCMT ENERGIZE AND	PW-MSD	5/25/2020
20240148651	PWCP 20-002	327433	PWCP 20-002	PW-CED	5/25/2020
20240149004	PWCP 20-009	330183	Prime Desert Woodland Preserve Gap Closu	PW-CED	6/1/2020
20240146836	20-01199	333202	Change Out Steel Poles to Concrete	PW-MSD	6/7/2020
20240148415	061120	333885	Bus Stop Planter Renovation	LMD	6/15/2020
20240147748	PWCP 20-004	332374	2020 Thermoplastic Striping Refresh Prog	PW-CED	6/15/2020
20240147918	2100036/2100042	338654	PUMP STATION PLANNED MAINTENANCE	PW-USD	7/1/2020
20240149574	PWCP 21-004	332956	42nd St W & Ave K Drainage Improvements	PW-CED	7/13/2020
20240147604	20-1240	335943	Owen Memorial Park Playground	PARCS	7/20/2020
20240149540	20 01248	342540	Batting Cage Building Renovation	PARCS	7/31/2020
20240148353	PWCP 16-004	327852	PWCP 16-004	PW-CED	8/10/2020
20240147442	PWCP 21-001	340166	2020 Spring PMP	PW-CED	8/10/2020
20240146761	PWCP 20-010	341944	2020 Sidewalk, Curb & Gutter Repair	PW-CED	9/7/2020
20240148200	21-00650	347347	PUMP INSTALLATION COOPERSTOWN	PW-USD	9/23/2020
20240148725	210079	358573	PDW Trail Addition	PARCS	12/7/2020
20240149254	PR#13452	356370	Foaming Root Control Service	PARCS	12/27/2020
20240147808	PWCP 18-008	358288	Intersection of Ave I at 50th St W	PW-CED	2/7/2021
20240147034	PWCP 21-012	359258	SR-138 Ave J Intersection Improvements	PW-CED	2/14/2021
20240147517	PWCP 21-003	358913	2020 Summer PMP	PW-CED	2/28/2021

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20240147866	PR13584	364068	Sewer Cleaning	PW-USD	4/1/2021
20240148057	20211173	377522	Replace Cord Grip on Pump	PARCS	4/19/2021
20240148745	PWCP 21-017	365746	AVTA Bus Stop Improvements	PW-CED	4/26/2021
20240146612	PWCP 21-020	363667	BLVD Satellite Parking	PW-CED	4/26/2021
20240149580	09162020	346473	OMP Playground Restroom Reno	PARCS	5/24/2021
20240146430	PWCP 21-018	369671	Traffic Calming	PW-CED	5/24/2021
20240149377	PWCP 21-007	369678	2020 Fall PMP	PW-CED	5/27/2021
20250571443	PWCP 21-002	20250571443	Park and Ride parking lot refurbishment(s).	PW-CED	7/1/2021
20240148160	PWCP 19-002	375379	10th St W & Ave J Improvements	PW-CED	7/5/2021
20240149366	CA245989	377864	Community Center Playground	PARCS	7/12/2021
20240148840	FB 729-20	380754	City Hall Renovation and Modernization	ACM	8/9/2021
20240148471	2200604	391320	Cedar Center ADA Ramp	PARCS	8/11/2021
20240147227	2101240	386682	CH Maint Shop Reno	PARCS	9/1/2021
20240146471	PWCP 21-011	385978	SR-138 Ave K Interchange Imp. Phase 1	PW-CED	9/11/2021
20240147683	PWCP 21-009	385921	2021 Summer PMP	PW-CED	9/13/2021
20240148318	PWCP 21-008 REBID	386079	2021 Neighborhood Improvement Program	PW-CED	9/20/2021
20240149046	14138	392457	Rusted pole replacement	PW-MSD	10/28/2021
20240147881	14163	392578	EVMS for TMC at City Hall	PW-MSD	10/29/2021
20240149350	22 00784	395638	OMP Concrete Project	PARCS	11/28/2021
20240146591	PWCP 21-010	391011	2021 Fall Pavement Management Program	PW-CED	11/29/2021
20240146602	2200776	395655	Metrolink Station Platform Heaters	PARCS	11/30/2021
20240147565	PWCP 21-019	392194	2021 Safer Street Action Plan	PW-CED	11/30/2021
20240149225	PWCP 21-024	396810	Skytower Park Renovations	PW-CED	12/1/2021
20240148292	22-007	407373	Traffic Signal Modification	PW-MSD	12/22/2021
20240148119	2201122	417856	Skytower Park Playground	PARCS	3/23/2022
20240147800	2201127	416324	Metrolink LED Lighting	PARCS	3/24/2022
20240147251	PR14476	408938	REMOVAL AND REPLACEMENT OF DAMAGED CRASH	PW-MSD	4/1/2022
20240147846	20922	404127	RECYCLING CENTER FENCE REPAIRS	PW-USD	4/7/2022
20240146436	2201198	413806	Community Home Roofs	HOUSING	4/18/2022
20240146581	PWCP 21-014 CONST.	407986	Pedestrian Gap Closure Improvements	PW-CED	4/18/2022
20240147059	2201181	413277	Prime Desert Woodlands Posts Replacement	PARCS	4/25/2022
20240149633	PWCP 22-003 CONS.	410440	2022 Spring Pavement Management Program	PW-CED	5/1/2022
20240148167	PWCP 22-004	407968	2022 Summer Pavement Management Program	PW-CED	6/1/2022
20240147598	63669	414944	Upgrade existing CNG gas monitoring syst	PW-MSD	6/4/2022
20240146710	060922	418842	Bay Garage Door Repairs	PW-MSD	6/9/2022
20240149159	063022	418844	Bay Garage Door Repairs	PW-MSD	6/9/2022
20240148645	PWCP 22-010	419727	LPAC Improvements	PW-CED	6/20/2022
20240148268	2201400	423372	Emergency Well Pump Replacement	PARCS	6/22/2022
20240148096	22 01431	438738	Prime Desert Woodlands Bridge Replacemen	PARCS	6/29/2022
20240146721	2201393	426288	Soccer Center Carpet Replacement	PARCS	7/11/2022
20240148339	083022	424793	UPGRADE EXISTING CNG GAS MONITORING SYST	PW-MSD	7/21/2022
20240146577	22 01226	436451	Soccer Center Backflow Replacement	PARCS	8/8/2022
20240147399	2300599	432010	Cedar 606 ADA Ramp and Gate	PARCS	8/29/2022
20240147989	23000599	432135	Cedar 606 ADA ramp and gate project	PARCS	8/29/2022
20240148227	230000599	432192	Cedar 606 ADA Ramp and gate	PARCS	8/29/2022
20240147006	2201484	431998	Community Center Concrete	PARCS	8/30/2022
20240146921	PR 15282	439769	RFP NO. 766-23 LANDSCAPE MAINTENANCE PRO	LMD	9/1/2022
20240149289	PWCP 22-009	410466	MOAH HVAC Improvements	PW-CED	9/1/2022
20240146717	PR#15148	433660	FOAMING ROOT CONTROL	PARCS	9/12/2022
20240148543	PR15175	434048	MAINTENANCE YARD SEAL COAT IMPROVEMENTS	PW-MSD	9/15/2022
20240148431	2300711	436427	Sky Tower Park Concrete and DG	PARCS	9/16/2022
20240147939	2201483	432013	Community Center Window Coverings	PARCS	9/20/2022
20240147452	PR14479	438832	REMOVAL AND REPLACEMENT OF DAMAGED CRASH	PW-MSD	10/17/2022

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20240148271	PR15229	438830	AVENUE L FIRE DAMAGE CLEANUP	PW-MSD	10/17/2022
20240147308	2300842	441636	LUC PARK & RIDE LANDSCAPE	LMD	11/6/2022
20240146701	22 01426	442510	OMP Infield Renovation	PARCS	11/6/2022
20240149622	23 00827	442515	Prime Desert Woodlands Post Replacement	PARCS	11/13/2022
20240148173	PWCP 23-020	438526	Lancaster Health District Phase I	PW-CED	11/13/2022
20240149173	2300926	450186	LPAC Generator	PARCS	11/17/2022
20240147549	2300921	447823	Sod Demo and Installation	PARCS	11/23/2022
20240148205	PR 15375	443386	AVE I & 42ND ST WEST MEDIAN	PW-MSD	11/23/2022
20240148806	PR 15376	443484	MAINTENANCE YARD-RECYCLE CENTER FENCE RE	PW-USD	11/23/2022
20240149664	2201485	449377	LPAC Restrooms Epoxy Paint	PARCS	11/29/2022
20240148824	PR 15386	444126	LPAC FENCING	PARCS	11/29/2022
20240148108	2300877	449378	LPAC Dressing Rooms Epoxy Paint	PARCS	11/30/2022
20240147528	23 00752	469431	Soccer Center Booster Pump A&B Repairs	PARCS	11/30/2022
20240147099	PR 15373	443372	AVE K ONRAMP FIRE DAMAGE	PW-MSD	12/8/2022
20240147629	PWCP 23-027	453895	Public Safety Building Improvements	PW-CED	12/19/2022
20240149300	PWCP 23-008	498368	Mariposa Park Renovation Phase I	PW-CED	12/25/2022
20240147898	23 00979	456578	AHP Fence Repairs	PARCS	1/5/2023
20240148282	PR 15521	450312	EMERGENCY TREE REMOVAL -JANUARY 2023 STO	LMD	1/6/2023
20240146492	23 01066	452259	Soccer Center Sod Removal and Installati	PARCS	1/11/2023
20240148179	PR 15528	450650	AVE L & CHALLENGER WAY ROUNDABOUT	PW-MSD	1/16/2023
20240149009	PR15521	450314	EMERGENCY TREE REMOVAL -JANUARY 2023 STO	LMD	1/18/2023
20240147114	PR 15510	450019	AVE H GATE AND PILLAR REPAIR	PW-MSD	1/24/2023
20240146972	15599	454277	Remove and Replace Street Light Poles at	PW-MSD	2/13/2023
20240147887	PR 15638	454173	WIND STORM DAMAGES -EMERGENCY TREE REMOV	LMD	2/13/2023
20240148101	PR 15652	454781	MOAH HVAC PROJECT CLEANUP	PARCS	2/21/2023
20240149643	PR 15682	455704	TREE INJECTIONS-LANCASTER BLVD 2023	LMD	2/21/2023
20240147366	PR 15702	456108	MOAH IMPROVEMENTS	PARCS	2/23/2023
20240149137	23 01138	455352	OMP Park and Ride Landscape	LMD	2/27/2023
20240148532	23 01063	458833	Sgt. Steve Owen Memorial Park Tennis Lig	PARCS	3/20/2023
20240146846	PR15433	445628	STORM DRAIN CLEANING	PW-USD	3/21/2023
20240147779	PWCP 20-005	453924	Avenue J Interchange Improvements, Phase	PW-CED	4/11/2023
20240148603	2301327	462915	Fields 3&4 Field Renovation	PARCS	4/17/2023
20240147241	23 01151	462921	Mini Pitch Resurfacing	PARCS	4/17/2023
20240146461	2300923	450181	LPAC 3 AC Units	PARCS	5/1/2023
20240149433	PR 15891	463362	Clean & CCTV Various Sewer Lines	PW-USD	5/1/2023
20240146863	PR 15939	465545	WEED ABATEMENT SERVICES	PW-MSD	5/9/2023
20240149456	2301433	470148	Super Bloom Landscape Project	LMD	5/30/2023
20240147322	PR15914	464369	Sanitary Root Foaming	PARCS	6/15/2023
20240146652	PWCP 23-010	467980	Sierra Highway Resurfacing	PW-CED	7/13/2023
20240146910	2301433	479230	Super Bloom Landscape	LMD	7/17/2023
20240149265	PWCP 22-011	475358	2022 Annual Thermoplastic Refresh Progra	PW-CED	7/24/2023
20240148047	PWCP 23-016	471882	Amargosa Channel Creek Improvements	PW-CED	7/29/2023
20240147247	SRO0002119	482404	COOPERSTOWN PUMP REPAIR	PW-USD	8/1/2023
20240149193	2400225	489925	Lancaster Community Center Restroom Repa	PARCS	8/7/2023
20240148313	PWCP 23-011	475491	35th Street West Improvements Phase I	PW-CED	8/15/2023
20240148799	109067-02-02	488221	Sgt. Steve Owen Memorial Park Hardcourt	PARCS	9/5/2023
20240149026	24000475	502403	OMP ADA Sidewalk Replacement	PARCS	10/1/2023
20240146814	PWCP 23-014	468809	2023 Neighborhood Improvement Project	PW-CED	10/11/2023
20240146889	24000307	507176	OMP Drinking Fountain Installation for H	PARCS	11/6/2023
20240147929	24000769	507826	Incubator Unit C Vandalism Repairs to el	PARCS	12/12/2023
20240146485	24000829	507163	OMP Tournament Tennis Court Landscaping	PARCS	12/18/2023
20240148480	24000754	507453	City Hall HVAC Vent Relocation and add B	PARCS	12/28/2023
20240147804	PWCP 24-013	502803	PUBLIC SAFETY BUILDING RENOVATION	PW-CED	1/8/2024

number	project_number	project_id	name	dept	start_date
20240148184	24000796	507637	JRP park lighting repairs	PARCS	1/15/2024
20240147773	24000488	507022	Whit Carter Park Exercise Pads	PARCS	1/24/2024
20240147356	24000187	507609	City Hall 2nd Floor Window Tinting	PARCS	2/4/2024
20240146596	24001713	510690	ANNEX FENCING	PW-MSD	2/13/2024
20240148129	24000990	511872	Rawley Duntley ADA sidewalk repairs arou	PARCS	2/27/2024
20240149509	24000991	511804	Jane Reynolds Park Playground Fence Inst	PARCS	2/27/2024
20240148818	PWCP 23-017	508164	Lancaster Auto Mall Dealership Sign Proj	PW-CED	3/8/2024
20240147977	24001050	513624	OMP Park and Ride Sidewalk safety repair	PARCS	3/11/2024
20240147862	24001055	513969	Rawley Duntley Park Playground	PARCS	3/18/2024
20240149525	24001093	515018	City Hall Storage Area Wall and Gate In	PARCS	3/20/2024
20240149393	PR24001937	515969	36TH ST E & AVE H-8 PUMP REPLACEMENT	PARCS	4/1/2024
20240149648	24001912	517689	Backflow Replacements	PARCS	4/5/2024
20240146663	24001093	517733	City Hall Storage Area Walls and Gates	PARCS	4/8/2024
20240147419	24001122	517812	City Hall Council Chambers Chair Anchori	PARCS	4/15/2024
20240146505	PR2024002125	520695	AVE H8 BOOSTER PUMP REPLACEMENT	PARCS	5/6/2024
20240146618	PWCP 23 004	529580	Edgeline Refresh Program HSIPSL 5419 065	PW-CED	5/23/2024
20240146951	24001347	529523	OMP PARK AND RIDE BOLLARDS INSTALLATION	PARCS	6/10/2024
20240149592	PWCP 23-006	528444	Guardrail Improvements HSIPSL-5419 060	PW-CED	6/25/2024
20240146820	24002481	528448	FENCING FOR 27TH ST W & L/B	PW-MSD	6/30/2024
20250569287	PWCP 22-007	20250569287	PWCP 22-007 - 2024 Safer Streets Action	PW-CED	7/1/2024
20240541630	PWCP 24-014	20240541630	Lancaster Municipal Stadium Renovation	PW-CED	8/13/2024
20240554413	PWCP 23-029	20240554413	Avenue L and 5th Street East Drainage Improvements	PW-CED	10/22/2024
20240555836	PWCP 21-023	20240555836	PWCP 21-023 PH2 Landscape Restoration Program	PW-CED	11/6/2024
20240557823	25000906	20240557823	CITY OF LANCASTER MAINTENANCE YARD MOLD	PW-MSD	12/9/2024
20250574889	20251193	20250574889	STORMWATER PUMP SYSTEM REPAIR	PW-USD	4/28/2025
20250579490	PWCP 24-002	20250579490	Systemic Commercial Driveway Modification	PW-CED	5/13/2025
20240148465	PWCP 23-005	528712	High Visibility Crosswalk Standardizatio	PW-CED	7/1/2024

Total Maintnance and Public Project Contracts Awarded	557
Number of Contracts awarded prior to July 1, 2018 (since 2012)	324
Number of Contracts awarded after to July 1, 2018	233

PUBLIC PROJECT

CIP DATA

number	project_number	project_id	name	dept	start_date	Firm	Zip	LANC	AV	LA	Outside LA	Contract Amt	CWA	Notes
20240149259	IB 1106	1075	Annex Building Demolition REBID	PW-CED	3/19/2012	Bowen Eng & Enviro	93725				x	72,300.00	n	
20240147727	IB 1107	1076	Amargosa Creek Rest Area, Grant No. 58E9	PW-CED	4/30/2012	ANM	93534	x				65,433.00	n	
20240147723	PWCP 12-002	1082	2012 Pavement Management Program	PW-CED	7/9/2012	CA Rasmussen	91355			x		2,623,331.81	n	
20240147644	PWCP 10-020	1080	Westwind Elementary School Pedestrian Im	PW-CED	8/6/2012	ANM	93534	x				349,919.56	n	
20240148876	PWCP 11-010	1081	Citywide Traffic Calming	PW-CED	8/27/2012	CA Rasmussen	91355			x		309,004.35	n	
20240148660	PWCP 12-003	1083	Valley Central Way and 25th Street West	PW-CED	8/27/2012	CA Rasmussen	91355			x		873,806.89	n	
20240148501	IB 1201	1077	70th St. West & Ave. L-8 Nuisance Water	PW-CED	9/10/2012	ANM	93534	x				81,885.00	n	
20240149220	IB 1202	1078	Maintenance Yard Emergency Generator	PW-CED	9/10/2012	Global Power	92040				x	108,535.23	n	
20240149065	IB 1203	1079	Street Nuisance Water Improvements, Ave	PW-CED	9/18/2012	ANM	93534	x				176,297.00	n	
20240148364	PWCP 12-009	1084	2012 Pavement Preservation Re-HEAT Aspha	PW-CED	10/17/2012	Gallagher	60476				x	232,709.45	n	
20240148026	IB 1204	2424	Ave I Pedestrian Improvements, 30th St W	PW-CED	11/18/2012	ANM	93534	x				62,888.00	n	
20240147344	PWCP 12-007	4056	PM 72015 Infrastructure Improvement	PW-CED	12/31/2012	Toro	93031				x	1,280,937.57	n	
20240149061	PWCP 12-004	3670	Ave. I & 40th St West Turn Pocket, HSIPL	PW-CED	4/8/2013	ANM	93534	x				188,973.69	n	
20240148903	PWCP 10-018	3667	Ave J Median Improvements, HSIPL-5419 03	PW-CED	5/20/2013	ANM	93534	x				543,650.69	n	
20240149334	PWCP 13-001	4066	PAVEMENT MARKING PROGRAM	PW-CED	6/24/2013	Chrisp	92316				x	182,556.00	n	
20240146878	IB 1301	4834	Joshua Elementary School Pedestrian Impr	PW-CED	7/29/2013	ANM	93534	x				155,788.00	n	
20240146525	PWCP 12-001	4842	Municipal Stadium Parking Lot Resurfacin	PW-CED	8/5/2013	ANM	93534	x				227,321.51	n	
20240147506	IB 1302	4837	Curb and Gutter Replacement Program	PW-CED	8/19/2013	Mora's	90660			x		89,505.25	n	
20240148083	PWCP 10-022	4841	Miller Elementary School, SR2SL 5419 038	PW-CED	8/26/2013	ANM	93534	x				1,113,804.05	n	
20240146755	PWCP 13-010	4845	LNSC - Park and Ride Resurfacing	PW-CED	8/26/2013	Granite	93111				x	460,077.00	n	
20240147090	PWCP 10-008	5387	CITY PARK RECYCLED WATER CONVERSION	PW-CED	10/7/2013	Tejon	93550		x			449,007.63	n	
20240147788	IB 1205	5868	15th St W Streetscape Improvements, Ave	PW-CED	12/1/2013	Sterndahl	91352			x		91,337.86	n	
20240148609	PWCP 11-002	5771	Ave E8 Temporary Recycled Water Pump Sta	PW-CED	1/5/2014	High Desert	93539	x				490,305.27	n	
20240147712	PWCP 12-010	5778	Downtown Lancaster Gateway REBID, 10th S	PW-CED	1/5/2014	CA Rasmussen	91355			x		2,263,233.64	n	
20240147334	PWCP 12-005	6087	Bridge Rehabilitation	PW-CED	1/7/2014	Truesdell	85282				x	588,979.00	n	
20240147951	PWCP 09-027	6085	25th St. East Alignment at Ave J and Lan	PW-CED	1/26/2014	ANM	93534	x				408,795.17	n	
20240148359	PWCP 13-005	7985	Valley View Elementary School Pedestrian	PW-CED	6/23/2014	Granite	93111				x	1,305,922.81	n	
20240147077	IB 1401	7967	Ave M & 30th St. West Intersection Impro	PW-CED	6/30/2014	RC Becker	91355	x				74,979.37	n	
20240148409	IB 1404	36267	Tierra Del Sol Phase II	PW-CED	7/14/2014	ANM	93534	x				172,817.73	n	
20240147856	PWCP 14-003	7989	BYD Energy Road, Ave J11, Improvements	PW-CED	7/14/2014	Granite	93111				x	499,398.98	n	
20240148078	PWCP 13-011	7986	2014 Pavement Management Program	PW-CED	8/14/2014	Hardy and Harper	92705				x	3,613,334.88	n	
20240146868	PWCP 11-018	36292	Rural Intersection Enhancements	PW-CED	10/13/2014	Sterndahl	91352			x		288,667.50	n	
20240149130	IB 1402	36243	Lancaster High School Street and Pedestr	PW-CED	11/19/2014	RC Becker	91355	x				119,203.70	n	
20240147339	PWCP 11-024	36310	Install Solar-Powered LED Stop Signs	PW-CED	1/6/2015	Traffic Development	93021				x	302,535.34	n	
20240147410	IB 1407	16624	2015 Neighborhood Speed Humps	PW-CED	5/11/2015	Hardy & Harper	92705				x	105,885.00	n	
20240148000	PWCP 11-023	24309	20th Street East Storm Drain Extension a	PW-CED	6/8/2015	Cedro	93060				x	1,396,792.65	n	
20240146677	PWCP 14-006	19452	Endeavor Middle School Pedestrian Improv	PW-CED	6/11/2015	Granite	93111				x	291,328.83	n	
20240148343	PWCP 15-003	20218	TIERRA DEL SOL PHASE III STREET IMPS	PW-CED	7/1/2015	ANM	93534	x			x	134,750.50	n	
20240146931	IB 1405	36353	Sierra Elementary School Pedestrian Impr	PW-CED	7/8/2015	Sterndahl	91352			x		37,545.00	n	
20240148978	IB 1403	24359	Mariposa Elementary School Pedestrian Im	PW-CED	7/13/2015	ANM	93534	x				118,795.25	n	
20240148788	REBID PWCP 14-002	24368	Avenue I and 25th Street East Intersecti	PW-CED	8/17/2015	Granite	93111				x	603,402.90	n	
20240149020	PWCP 14-012	47142	DIVISION STREET RECYCLED WATER MAIN MODI	PW-CED	9/14/2015	High Desert	93539	x				212,127.02	n	
20240148615	PWCP 14-015	47090	PAVEMENT MARKING PROGRAM, PH II REBID	PW-CED	10/5/2015	Superior Pavement M	92223				x	318,591.75	n	
20240147475	PWCP 13-027	51421	AVENUE L & CHALLENGER WAY ROUNDABOUT	PW-CED	10/19/2015	ANM	93534	x				1,304,875.05	n	
20240149562	IB 1408	58949	Pedestrian Crossing, Ave I & 17th St. Ea	PW-CED	1/3/2016	RC Becker	91355			x		117,185.83	n	
20240149321	PWCP 15-011	62536	Maintenance Yard Storage Building, Phase	PW-CED	1/4/2016	Medallion	93551		x			399,281.58	n	
20240148496	PWCP 13-014	68475	AVENUE H REHABILITATION, STPL-5419 044	PW-CED	2/8/2016	CA Rasmussen	91355			x		1,332,102.74	n	
20240148263	PWCP 14-008	71626	Avenue K-8 Bike Path Improvements, BTA 1	PW-CED	3/6/2016	Granite	93111				x	973,342.47	n	
20240147783	IB 1501	109441	10th Street West at Avenue H Traffic Sig	PW-CED	8/29/2016	Taft	93003				x	58,078.00	n	
20240149099	PWCP 16-006	138893	2016 SEWER MAIN RESTORATION PROJECT	PW-CED	11/14/2016	Sancon	92649				x	611,700.40	n	
20240146805	IB 1602	138958	SEWER MANHOLE REPAIR PROJECT	PW-CED	11/27/2016	Cedro	93060				x	197,541.67	n	
20240147485	IB 1604	157176	2017 Neighborhood Traffic Calming	PW-CED	3/26/2017	Haitbrink Asphalt Pavi	92879				x	86,897.65	n	
20240148113	PWCP 16-009	185572	2016 Pavement Management Program	PW-CED	5/22/2017	Granite	93111				x	4,652,875.30	n	
20240148654	PWCP 17-001	191346	2017 CURB AND GUTTER REPAIRS	PW-CED	6/19/2017	Leonida	91387			x		282,215.00	n	
20240147159	PWCP 17-002	191362	2017 SIDEWALK REPAIRS	PW-CED	6/19/2017	Granite	93111				x	399,361.47	n	
20240147818	PWCP 17-008	205416	10th Street West Gap Closure	PW-CED	8/14/2017	Granite	93111				x	2,814,455.16	n	
20240147579	PWCP 16-002	200349	Lancaster Blvd, 30th to 40 St East	PW-CED	8/21/2017	RC Becker	91355			x		581,665.01	n	
20240148321	PWCP 17-010	209312	Lancaster Boulevard Bikeway and Road Die	PW-CED	9/19/2017	Hardy and Harper	92705				x	1,699,335.97	n	

number	project_number	project_id	name	dept	start_date	Firm	Zip	LANC	AV	LA	Outside LA	Contract Amt	CWA	Notes
20240146779	PWCP 16-003	205166	Antelope Valley Senior Center Renovation	PW-CED	9/20/2017	Sawyer	93501				x	1,262,823.73	n	
20240146851	PWCP 17-011	215649	20th Street West Street Improvements, La	PW-CED	10/30/2017	RC Becker	91355			x		2,439,182.40	n	
20240149269	PWCP 16-001	223365	North County ITS Epansion and Traffic Si	PW-CED	1/21/2018	Crosstown	91706			x		2,478,401.04	n	
20240148558	PWCP 17-020	230334	Ave I Corridor Improvements, 15th Street	PW-CED	3/24/2018	RC Becker	91355			x		2,377,673.44	n	
20240146916	PWCP 17-016	232005	Auto Mall Improvements	PW-CED	4/24/2018	Pavement Coatings	91752				x	294,575.96	n	
20240149315	PWCP 17-012 REBID	230340	Avenue I at 10th Street West and Avenue	PW-CED	5/7/2018	RC Becker	91355			x		1,974,369.23	n	
20240148123	PWCP 17-009	202207	5th ST EAST CORRIDOR IMPROVEMENTS, ATPL-	PW-CED	6/11/2018	CA Rasmussen	91355			x		1,690,583.60	n	
20240147170	PWCP 18-003	233671	Cole Middle School and Tierra Bonita Ele	PW-CED	6/11/2018	RC Becker	91355			x		840,302.11	n	
20240146682	IB 1702	240227	Avenue K-8 Fencing	PW-CED	6/18/2018	Izurieta Fence Co	90039			x		91,098.00	n	
20240148404	PWCP 18-006	243046	2018 Sidewalk, Curb and Gutter Repairs	PW-CED	6/25/2018	Hardy and Harper	92705				x	1,896,558.69	n	
20240147933	PWCP 17-003	260373	2017 Pavement Management Program	PW-CED	10/15/2018	Hardy and Harper	92705				x	3,131,009.94	y	
20240147613	PWCP 17-006 REBID	268992	Lancaster Boulevard and 15th Street West	PW-CED	1/7/2019	Toro	93031				x	1,789,555.01	n	
20240147108	PWCP 17-007 REBID	268994	Lancaster Boulevard and 15th Street East	PW-CED	1/27/2019	RC Becker	91355			x		1,905,786.35	n	
20240147909	PWCP 17-019	277943	2018 Traffic Signal Upgrades	PW-CED	5/20/2019	JFL Electric	90001			x		273,406.25	y	
20240147491	PWCP 19-005	282847	2019 Long Line Striping	PW-CED	5/20/2019	Superior Pavement M	92223				x	159,370.73	y	
20240149599	PWCP 18-001	282862	2018 Pavement Management Program	PW-CED	6/3/2019	All American Asphalt	92878				x	2,732,965.45	y	
20240149240	PWCP 17-005	288258	PWCP 17-005 2020 Safe Route to School SR	PW-CED	7/1/2019	RC Becker	91355			x		6,228,778.23	n	
20240146692	PWCP 19-001	293751	2019 Pavement Management Program	PW-CED	7/22/2019	All American Asphalt	92878				x	3,475,577.75	y	
20240148490	PWCP 18-007	308219	2018 PARKS CONCRETE REPAIRS	PW-CED	10/21/2019	RC Becker	91355			x		510,852.05	y	
20240148988	PWCP 20-001	312609	2020 Pavement Management Program- Neighb	PW-CED	12/30/2019	Pavement Coatings	91752				x	1,304,155.56	y	
20240148349	IB 2101 N	355868	Ave K-8 & 15th St W Storm Drain Box Repa	PW-CED	1/6/2020	Sancon	92649				x	97,250.00	n	
20240149530	PWCP 17-013	355908	Intersection of Ave I at 60th St W	PW-CED	1/19/2020	California Prof Eng	91748			x		176,503.35	n	
20240148445	PWCP 20-003	315514	2019 Sidewalk, Curb & Gutter Repair	PW-CED	1/27/2020	DOD Cons	93307				x	1,717,864.00	y	
20240148037	PWCP 20-007	319177	Drainage Fencing	PW-CED	2/3/2020	Quality Fence	90723			x		125,570.00	y	
20240148554	PWCP 20-012	323819	Prime Desert Woodland Trails Project Pha	PW-CED	4/1/2020	Bowe	93534	x				417,775.50	y	
20240149094	PWCP 17-014 REBID	324971	Ave I Imprvmts, Challenger Way to Price	PW-CED	4/24/2020	RC Becker	91355			x		840,366.97	n	
20240147983	PWCP 16-007	325325	2017 Traffic Signal Upgrades STPL-5419 0	PW-CED	4/27/2020	California Prof Eng	91748			x		531,461.76	n	
20240149283	PWCP 17-015 REBID	325023	Ave I Imprvmts, Price Lane to 35th st E	PW-CED	4/27/2020	RC Becker	91355			x		746,815.53	n	
20240148651	PWCP 20-002	327433	PWCP 20-002	PW-CED	5/25/2020	Mike Prlich & Son	91706			x		310,160.00	y	
20240149004	PWCP 20-009	330183	Prime Desert Woodland Preserve Gap Closu	PW-CED	6/1/2020	RC Becker	91355			x		441,765.99	y	
20240147748	PWCP 20-004	332374	2020 Thermoplastic Striping Refresh Prog	PW-CED	6/15/2020	Cal Stripe	92324				x	400,336.53	y	
20240149574	PWCP 21-004	332956	42nd St W & Ave K Drainage Improvements	PW-CED	7/13/2020	RC Becker	91355			x		266,393.45	y	
20240148353	PWCP 16-004	327852	PWCP 16-004	PW-CED	8/10/2020	CA Rasmussen	91355			x		2,800,187.57	n	
20240147442	PWCP 21-001	340166	2020 Spring PMP	PW-CED	8/10/2020	Sully-Miller	92821			x		5,820,775.86	y	
20240146761	PWCP 20-010	341944	2020 Sidewalk, Curb & Gutter Repair	PW-CED	9/7/2020	CS Legacy	91710				x	698,121.05	y	
20240147808	PWCP 18-008	358288	Intersection of Ave I at 50th St W	PW-CED	2/7/2021	Crosstown	91706			x		77,326.00	n	
20240147034	PWCP 21-012	359258	SR-138 Ave J Intersection Improvements	PW-CED	2/14/2021	CA Rasmussen	91355			x		5,779,688.49	y	
20240147517	PWCP 21-003	358913	2020 Summer PMP	PW-CED	2/28/2021	Granite	93535	x				4,389,820.44	y	
20240148745	PWCP 21-017	365746	AVTA Bus Stop Improvements	PW-CED	4/26/2021	RC Becker	91355			x		530,130.11	y	
20240146612	PWCP 21-020	363667	BLVD Satellite Parking	PW-CED	4/26/2021	RC Becker	91355			x		159,798.04	y	
20240146430	PWCP 21-018	369671	Traffic Calming	PW-CED	5/24/2021	Cal Stripe	92324				x	162,090.00	y	
20240149377	PWCP 21-007	369678	2020 Fall PMP	PW-CED	5/27/2021	CA Rasmussen	91355			x		9,705,133.07	y	
20240148160	PWCP 19-002	375379	10th St W & Ave J Improvements	PW-CED	7/5/2021	Los Angeles Eng	91723			x		2,648,671.86	n	
20240148840	FB 729-20	380754	City Hall Renovation and Modernization	ACM	8/9/2021	Bowe	93534	x				8,224,621.71	y	
20240146471	PWCP 21-011	385978	SR-138 Ave K Interchange Imp. Phase 1	PW-CED	9/11/2021	Ferreira	91730				x	2,899,757.59	y	
20240147683	PWCP 21-009	385921	2021 Summer PMP	PW-CED	9/13/2021	Sully-Miller	92821			x		5,337,048.29	y	
20240148318	PWCP 21-008 REBID	386079	2021 Neighborhood Improvement Program	PW-CED	9/20/2021	Sully-Miller	92821			x		3,909,518.17	y	
20240146591	PWCP 21-010	391011	2021 Fall Pavement Management Program	PW-CED	11/29/2021	CA Rasmussen	91355			x		5,692,877.44	y	
20240147565	PWCP 21-019	392194	2021 Safer Street Action Plan	PW-CED	11/30/2021	California Prof Eng	91748			x		371,471.34	y	
20240149225	PWCP 21-024	396810	Skytower Park Renovations	PW-CED	12/1/2021	CS Legacy	91710				x	1,792,375.03	y	
20240146581	PWCP 21-014 CONST.	407986	Pedestrian Gap Closure Improvements	PW-CED	4/18/2022	CA Rasmussen	91355			x		8,444,468.08	n	
20240149633	PWCP 22-003 CONS.	410440	2022 Spring Pavement Management Program	PW-CED	5/1/2022	Sully-Miller	92821			x		3,742,992.91	y	
20240148167	PWCP 22-004	407968	2022 Summer Pavement Management Program	PW-CED	6/1/2022	CA Rasmussen	91355			x		7,512,742.05	y	
20240148645	PWCP 22-010	419727	LPAC Improvements	PW-CED	6/20/2022	Blessedco Elec	93551		x			233,818.72	y	
20240149289	PWCP 22-009	410466	MOAH HVAC Improvements	PW-CED	9/1/2022	Circulating air	91604			x		1,981,421.84	y	
20240148173	PWCP 23-020	438526	Lancaster Health District Phase I	PW-CED	11/13/2022	Nationwide	92708				x	5,223,940.64	y	
20240147629	PWCP 23-027	453895	Public Safety Building Improvements	PW-CED	12/19/2022	Toneman Dev	93534	x				602,467.03	y	
20240149300	PWCP 23-008	498368	Mariposa Park Renovation Phase I	PW-CED	12/25/2022	R Brothers	91340			x		2,922,846.33	n	

number	project_number	project_id	name	dept	start_date	Firm	Zip	LANC	AV	LA	Outside LA	Contract Amt	CWA	Notes
20240146652	PWCP 23-010	467980	Sierra Highway Resurfacing	PW-CED	7/13/2023	RC Becker	91355			x		1,213,777.18	y	
20240149265	PWCP 22-011	475358	2022 Annual Thermoplastic Refresh Progra	PW-CED	7/24/2023	Sterndahl	91352			x		899,134.40	y	
20240148047	PWCP 23-016	471882	Amargosa Channel Creek Improvements	PW-CED	7/29/2023	LNA Concrete	91709				x	951,200.00	y	
20240148313	PWCP 23-011	475491	35th Street West Improvements Phase I	PW-CED	8/15/2023	RC Becker	91355			x		1,051,898.55	n	
20240146814	PWCP 23-014	468809	2023 Neighborhood Improvement Project	PW-CED	10/11/2023	Granite	93535	x				5,381,060.47	y	
20240147804	PWCP 24-013	502803	PUBLIC SAFETY BUILDING RENOVATION	PW-CED	1/8/2024	Bowe	93534	x				5,075,265.96	y	
20240148818	PWCP 23-017	508164	Lancaster Auto Mall Dealership Sign Proj	PW-CED	3/8/2024	Bowe	93534	x				1,317,937.24	y	
20240146618	PWCP 23 004	529580	Edgeline Refresh Program HSIPSL 5419 065	PW-CED	5/23/2024	Sterndahl	91352			x		209,227.75	n	
20240148465	PWCP 23-005	528712	High Visibility Crosswalk Standardizatio	PW-CED	7/1/2024	Superior Pavement M	92223				x	414,310.55	n	
20250571443	PWCP 21-002	20250571443	Park and Ride parking lot refurbishment(s).	PW-CED	7/1/2021									In Construction
20240147779	PWCP 20-005	453924	Avenue J Interchange Improvements, Phase	PW-CED	4/11/2023									In Construction
20240149592	PWCP 23-006	528444	Guardrail Improvements HSIPSL-5419 060	PW-CED	6/25/2024									In Construction
20250569287	PWCP 22-007	20250569287	PWCP 22-007 - 2024 Safer Streets Action	PW-CED	7/1/2024									In Construction
20240541630	PWCP 24-014	20240541630	Lancaster Municipal Stadium Renovation	PW-CED	8/13/2024									In Construction
20240554413	PWCP 23-029	20240554413	Avenue L and 5th Street East Drainage Improvements	PW-CED	10/22/2024									In Construction
20240555836	PWCP 21-023	20240555836	PWCP 21-023 PH2 Landscape Restoration Program	PW-CED	11/6/2024									In Construction
20250579490	PWCP 24-002	20250579490	Systemic Commercial Driveway Modification	PW-CED	5/13/2025									In Construction

Total Public Project (PP) Contracts	133
Number of PP Contracts awarded by PW Department* prior to July 1, 2018 (since 2012)	65
Number of PP Contracts awarded by PW Department* after to July 1, 2018	68

* Formal and Informal public projects

STAFF REPORT
City of Lancaster

NB3
6/24/25
TN

Date: June 24, 2025

To: Mayor Parris and City Council Members

From: Trolis Niebla, City Manager
Sonya Patterson, Parks, Arts, Recreation, and Community Services Director

Subject: COMMUNITY WORKFORCE AGREEMENT

Recommendation:

A. Authorize the City Manager to execute a Community Workforce Agreement with the Los Angeles/Orange Counties Building & Construction Trades Council, and the signatory Craft Councils and Local Unions, establishing labor relations policies and procedures for certain City improvement projects.

B. Authorize the City Manager, or his designee, to sign all documents related to the agreement and all amendments, including amendments to extend the term, subject to City Attorney approval.

G.C. Section 84308: No

Fiscal Impact:
None

Background:

On January 23, 2018, the City Council authorized the execution of a Community Workforce Agreement (CWA) between the City of Lancaster and the Los Angeles/Orange Counties Building and Construction Trades Council. The agreement established labor relations policies and procedures for the City and for the craft employees represented by the Unions engaged in work on certain city improvement projects.

Subsequently, on July 28, 2020, the City Council approved an amendment to the CWA expanding its scope to include projects built by, with, or for the City where the City holds a “Proprietary Interest.”

As the original agreement set to expire, City staff engaged in discussions with representatives of the Trades Council to negotiate a revised and updated agreement. The proposed CWA continues to require that, for all applicable projects, the City contracts only with contractors who agree to comply with its terms.

Importantly, the agreement remains inclusive: non-union contractors are still eligible to bid on and be awarded City contracts, provided they adhere to the terms outlined in the CWA.

Under the updated agreement, the CWA applies to:

- Multi-trade contracts exceeding $750,000, and
- Prime specialist contracts exceeding $150,000.

The following types of work are exempt from the agreement:

- Work performed by City employees
- Services by design teams and their sub-consultants
- Professional service providers not performing manual labor
- Non-construction support services
- Work arising from a local emergency
- Projects funded by the California Department of Housing and Community Development Block Grant funds
- City-led affordable housing projects
- Tree trimming, park/landscape maintenance contracts

The City of Lancaster is committed to fostering upward economic mobility for its residents. By authorizing the Community Workforce Agreement, the City helps ensure access to stable, well-paying jobs in the construction sector, contributing to the long-term economic vitality and resilience of our community.

Attachment:
Community Workforce Agreement

SUCCESSOR COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE CITY OF LANCASTER

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF LANCASTER
SUCCESSOR COMMUNITY WORKFORCE AGREEMENT

This successor Community Workforce Agreement ("Agreement") is entered into by and between the City of Lancaster and its successors or assigns, ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City's Improvement Projects as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as Attachment A), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the City.

ARTICLE I
DEFINITIONS

Section 1.1 "Agreement" means this Community Workforce Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the as defined by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Lancaster.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 "Master Labor Agreements" or "MLA" as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 "Project," "City Project" or "Project Work" means the construction work to be performed on City property or within easements secured by the City consisting of the construction of public projects, as defined in Section 22002 of the California Public Contract Code, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below.

Section 1.10 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.11 "Specialty Contracts" means single craft contract.

Section 1.12 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE 2
SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City's facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction and rehabilitation work pursuant to prime multi-trade contracts that exceed $750,000 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed $150,000, and all subcontracts arising from these specialty contracts (but the Parties agree to discuss this threshold on or about the fourth anniversary of the effective date of this Successor Agreement);

(c) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

(d) Work covered by this Agreement shall also include projects built by, with or for the City where the City has a "Proprietary Interest" in a project. For the purposes of this Article, Proprietary Interest means: Where the City provides a cash payment, tax credit, loan or where the City transfers an asset of value for less than fair market price for the project site or project to be developed that exceeds one-million dollars.

(e) Project Work shall also include renewable energy projects that (A) exceed the thresholds in Section 2.2 (a) and 2.2 (b), including, but not limited to, electric vehicle infrastructure, solar photovoltaics, battery energy storage, microgrids and hydrogen electrolysis, and (B) (i) are funded in whole or in part by the City, (ii) are constructed on property owned by the City, or (iii) the City receives state/federal grant funding for the project in whole or in part.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or "bundle") for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of

materials or goods between locations on a Project site are within the scope of this Agreement, and further included are the hauling/delivery of soil, sand, gravel, aggregate rocks, concrete, asphalt, excavation materials, fill material and construction debris which shall be covered by this Agreement;

(d) All employees of the City, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors and Building/Construction Inspector and Field Soils and Materials Testers (collectively "Inspectors") are a covered craft under the CWA. (This inclusion applies to the scope of work defined in the MLA for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Surveyor, Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the CWA. Project Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) Work by employees of manufacturer or vendor necessary to maintain the manufacturer or vendor's warranties or guaranty. The warranty and guaranty provision requiring the work to be performed solely by the manufacturer or vendor's employees will be provided to the Council not less than seven (7) calendar days prior to commencement of such work. When the warranty does not require installation by the manufacturer's or vendor's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative. This does not apply to construction equipment used for construction of the Project.

(h) Non-construction support services contracted by the City or Contractor in connection with this Project;

(i) Off-site laboratory work for testing;

(j) Labor or other work performed by anyone in connection with (i) any Project Work funded in whole or in part with funds awarded by the California Department of Housing and Community Development under Community Development Block Grant funds awarded by the United State Department of Housing and Urban Development; and (ii) any other Project of

the City for the construction, rehabilitation and/or preservation of buildings and structures for affordable housing for extremely low, very low, low- moderate income persons or families within the meaning of Health & Safety Code Section 33334.2(a). But this exception will become null and void and the work will become included under this Agreement if the City is successful in achieving a vehicle miles travel exemption.

(k) Any work that would ordinarily be subject to this Agreement, but has been deemed immediately required as a result of a local emergency, in accordance with the emergency contracting procedures set forth in Section 22050 of the Public Contract Code.

(l) Tree trimming, park/landscape maintenance contracts;

(m) Electrical/sound/lighting/projection rigging and operation for events/shows at the Lancaster Performing Arts Center (LPAC) or Special Events;

(n) Temporary stage construction and temporary tent installation;

(o) Routine maintenance of athletic facilities completed by City employees; and

(p) Routine maintenance of aquatic mechanical systems by City employees.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the City Project Manager and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase

materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

(b) Should the City receive funding or assistance from any federal, state, local, or other public agency that prohibits the use of geographic-based hiring preferences, then such geographic-based hiring preferences, as set forth in Sections 3.5, 3.6, 3.8 and 12.1 in this Agreement, shall not apply to the work funded by such federal source.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Workforce Agreement, the Contractor will not be obligated to sign any other local,

area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City Employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement. The Unions shall in good faith only refer employees who possess the specific skills, licenses, certifications and qualifications requested by the Contractor to competently and safely perform the specific labor or other work requested by the Contractor and who are in fact able and available to perform the labor or other work on the specific day(s) and time(s) required by the Contractor.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, gender identity, gender expression, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of City Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment B, second, area residents residing within the greater Antelope Valley area, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment B, third, area residents residing within the remainder of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5(a) shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours performed on the Project shall be from qualified workers described in (a) above. In addition, a goal of 10% of the total work hours shall be from transitional workers residing within the greater Antelope Valley area, as reflected on the attached list of zip codes.

(c) The Unions shall coordinate with community-based job placement organizations to ensure transitional workers, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are referred to the Unions from such organizations. The community-based job placement organizations shall pre-screen any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify transitional workers:

- having a gross household income below 50% of the Los Angeles County median;
- being homeless;
- a welfare recipient;
- having a history of involvement with the justice system;
- being unemployed for the previous three (3) months; or
- a custodial single parent.

For the applicant to qualify under this program, the community-based job placement organizations shall verify the presence of at least one of the above criteria for those applicants referred to the Unions.

(d) Contractors and Unions will administer this local residency and disadvantaged worker preference, and shall maintain adequate records to demonstrate that local residency and disadvantaged worker preferences have been pursued. The City has the authority to review such records to ensure compliance. Work performed by residents of states other than California shall not be included in the calculation of the labor and craft positions for purposes of the percentage requirements set forth herein.

Section 3.6 To facilitate the dispatch of local residents, transitional workers, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When local residents, transitional workers, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. The Unions shall in good faith only refer employees who possess the specific skills, licenses, certifications, and qualifications required by the Contractor to competently and safely perform the specific labor or other work requested by the Contractor and who are in fact able and available to perform the labor or other work on the specific day(s) and time(s) requested by the Contractor. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; and who worked at total of at least two thousand (2,000) hours in the specific construction craft in which they are working, during the prior four (4) years.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being

hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable MLA. Nothing in this Section 3.11 is intended to supersede independent requirements of applicable MLAs as to those Employers otherwise signatory to such MLAs and as to those Employers otherwise signatory to such MLAs and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4
UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of

the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5
WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee–authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination.

Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6
WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members,

agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b)

above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Najeeb Khoury who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by email, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such

enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by a specific provision of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct and control operations of all work;

(b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the applicable MLA;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

(a) It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's or vendors personnel. The Unions agree to install such material, equipment, and systems without incident;

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such

devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business

representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Edna Francis; (2) David Weinberg; (3) Fredric Horowitz; (4) Sara Adler; (5) Andrea Dooley; (6) David Weinberg; and (7) Chris Cameron. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee

discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10
REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11

SAFETY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12
APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyperson from the trade in which the apprentice is indentured. A journeyperson shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyperson as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyperson in the apprenticeable occupation. Should a question arise as to a journeyperson's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyperson to the Council.

ARTICLE 13
PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) no later than ten (10) days prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to the City Project Manager within seven (7) calendar days thereafter. Should there be any formal jurisdictional dispute raised under Article 7, the City Project Manager shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14
WORK OPPORTUNITIES PROGRAM

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15
SAVINGS AND SEPARABILITY

Section 15.1 Savings Clause It is not the intention of the City, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18
DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties for all contracts that are executed after July 1, 2025, and shall remain in effect until June 30, 2029, with an automatic two year renewal, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City.

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF LANCASTER

LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL

By: _____
Trolis Niebla, City Manager

By: _____
Ernesto Medrano, Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5) _____
Boilermakers (Local 92) _____
Bricklayers & Allied Craftworkers (Local 4) _____
Cement Masons (Local 600) _____
Electricians (Local 11) _____
Elevator Constructors (Local 18) _____
Gunite Workers (Local 345) _____
Iron Workers (Reinforced – Local 416) _____
Iron Workers (Structural – Local 433) _____
Southern California District Council of Laborers _____
LiUNA (Local 300) _____
LiUNA (Local 1184) _____
LiUNA (Plaster Tenders Local 1414) _____
Operating Engineers (Local 12) _____
Operating Engineers (Local 12) _____
Operating Engineers (Local 12) _____
Painters & Allied Trades DC 36 _____
Pipe Trades (Local 250) _____
Pipe Trades (Local 345) _____
Pipe Trades (Plumbers Local 761) _____
Pipe Trades (Road Sprinkler Fitters Local 669) _____
Plasterers (Local 200) _____
Roofers & Waterproofers (Local 36) _____
Sheet Metal Workers (Local 105) _____
Teamsters (Local 986) _____
Western States Regional Council
of Carpenters _____

ATTACHMENT A
LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
City of Lancaster
44933 N. Fern Avenue
Lancaster, CA 93534
Attn: _____

Re: Community Workforce Agreement - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be party to and bound by the City of Lancaster Community Workforce Agreement effective July 1, 2025, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council.]

ATTACHMENT B

LOCAL RESIDENT ZIP CODES

(TIER 1)

LANCASTER RESIDENTS

93534
93535
93536
93539
93551
93584
93586

(TIER 2)

ANTELOPE VALEY RESIDENTS

91390
93501
93510
93523
93532
93543
93550
93552
93553
93554
93560
93590
93591
93599

(TIER 3)

THE REMAINING AREA ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C

CITY OF LANCASTER
CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The City of Lancaster Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment B, second, area residents residing within the greater Antelope Valley area, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment B, third, area residents residing within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents." In addition, a goal of 10% of all of the labor and craft positions shall be from qualified transitional workers residing within the greater Antelope Valley area, as reflected on the attached list of zip codes. The following criteria will be used to identify transitional workers: having a gross household income below 50% of the Los Angeles County median; being homeless; a welfare recipient; having a history of involvement with the justice system; being unemployed for the previous three (3) months; or a custodial single parent.

TO THE UNION: Please complete the "Union Use Only" section on the next page and send this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** (___)_____ **Date:** _____

From: Company: _____ Issued By: _____

Contact Phone: (___)_____ Contact Fax: (___)_____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyperson or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a:	(check all that apply)	
JOURNEYPERSON	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
TRANSITIONAL WORKER	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this CWA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter "Policy."

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the CWA.

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CWA and subject to the Article 10 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug and alcohol testing:

a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the CWA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CWA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Applicable Prevailing Wage Laws. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the CWA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml [3]	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone[6]	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

Commented [AB1]: This is the chart whose provenance/accuracy/propriety I questioned. I have no idea if these standards are appropriate.

Commented [SP2R2]: These align with Federal guidelines

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):
Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.
Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

[6] Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING

“QUICK” DRUG SCREENING TESTS

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the “quick” screen test.

PROJECT LABOR AGREEMENT

City Council

August 25, 2026

PUBLIC WORKS

What is a Project Labor Agreement (PLA)?



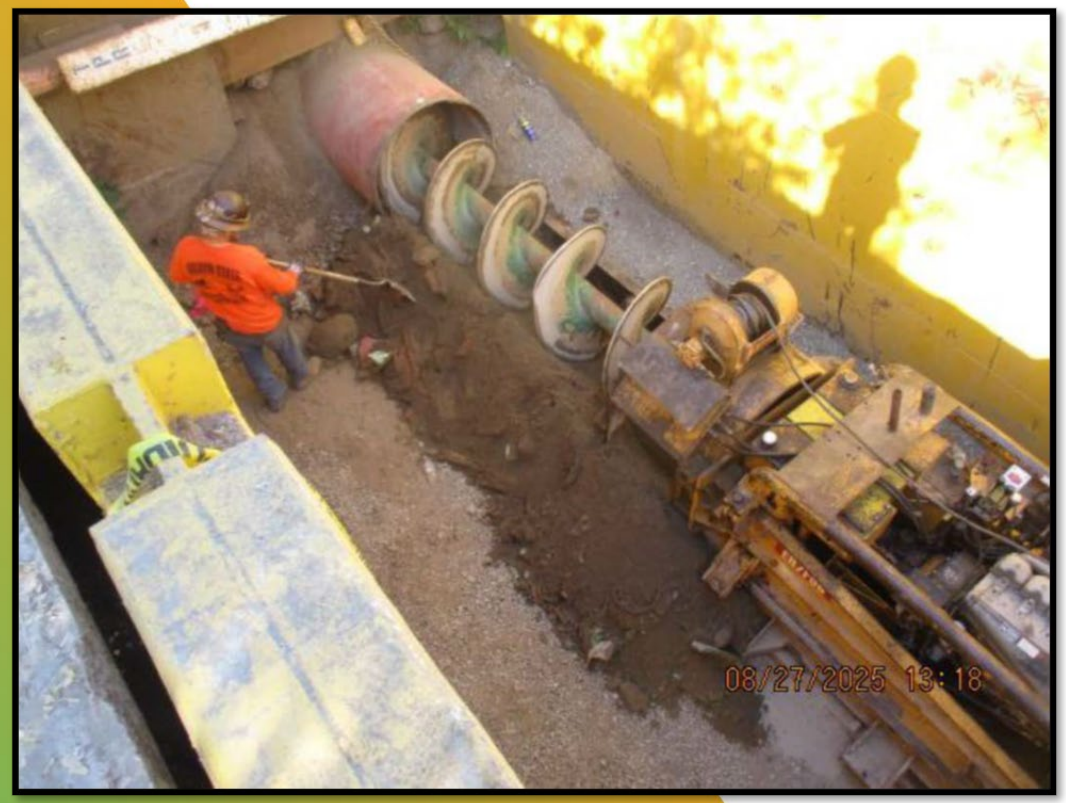
A pre-hire collective bargaining agreement with labor unions that establishes employment terms for construction projects.

Project Labor Agreement Terms



- Standards for wages and benefits;
- Provisions that prohibit workers from engaging in strikes, slowdowns, and other dispute mechanisms;
- Requirements that contractors hire workers who are referred from union hiring halls
- Nonunion workers pay dues to the applicable union while on the project.

Public Works Construction Projects



Public works construction projects exceeding $1,000 are subject to state labor laws, including prevailing wage requirements, apprenticeship mandates, and skilled-and-trained workforce provisions.

California Department of Industrial Relations



- Sets prevailing wage rates based on regional union collective bargaining agreements.
- Not a single flat minimum wage and based on location and trade (e.g., plumbers, electricians, carpenters).
- Total compensation package
  - Basic Hourly Rate
  - Fringe Benefits (health and welfare, pension, vacation, holiday, training)
  - Overtime / Holiday Pay

Potential Impacts of a PLA



- Impact on Contractor Participation and Competition
- Potential Cost Increases and Fewer CIPs
- Uncertain Project Quality

Potential Benefits of a PLA



- Guaranteed access to a reliable pool of trained and certified craft workers,
- Workers and unions agree not to strike and employers agree to avoid lockouts
- PLAs can include provisions that encourage or require the hiring of local residents

Recommendation



Not pursue a Project Labor Agreement at this time for the following reasons:

- the current economic environment
- the significant financial investment associated with major capital projects
- the need to maintain flexibility and minimize potential challenges to timely and cost-effective project delivery

CITY OF BURBANK PUBLIC WORKS