NOTICE AND CALL
OF A
SPECIAL VIRTUAL MEETING
OF THE
CITY COUNCIL

TO THE MEMBERS OF THE AFOREMENTIONED AGENCIES AND THE CITY CLERK OF THE CITY OF BALDWIN PARK

NOTICE IS HEREBY GIVEN that a Special Meeting is hereby called to be held on **WEDNESDAY, July 15, 2020 at 5:00 PM.** virtually**.**

Said Special Meeting shall be for the purpose of conducting business in accordance with the attached Agenda.

NO OTHER BUSINESS WILL BE DISCUSSED

THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS

Dated: July 9, 2020.

Manuel Lozano
Mayor

AFFIDAVIT OF POSTING

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting of July 15, 2020.

L. Morales

Lourdes Morales,
Chief Deputy City Clerk

AGENDA
BALDWIN PARK

CITY COUNCIL
SPECIAL VIRTUAL MEETING

JULY 15, 2020
5:00 PM

THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

Audio Streaming will be available at:

https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fg/featured?view_as=subscriber
http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10

Manuel Lozano	**-**	**Mayor**
Paul C. Hernandez	**-**	**Mayor Pro Tem**
Alejandra Avila	**-**	**Council Member**
Jean M. Ayala	**-**	**Council Member**
Monica Garcia	**-**	**Council Member**

PLEASE TURN OFF CEALL ALL ELECTRONIC DEVICES

PUBLIC COMMENTS

The public is encouraged to address the City Council or any of its Agencies listed on this agenda. In accordance with Chapter 39 of the Baldwin Park Municipal Code, Speakers must address the Council as a whole and refrain from making impertinent, slanderous, or profane remarks or disrupt the peace of the meeting.

COMENTARIOS DEL PUBLICO

Se invita al público a dirigirse al Concilio o cualquiera otra de sus Agencias nombradas en esta agenda. De acuerdo con el capítulo 39 del Código Municipal de la Ciudad de Baldwin Park, los comentaros deben se dirigidos al Concilio como una sola entidad, y no ser impertinentes, difamatorios, o profanos, o interrumpir la paz de la reunión.

CITY COUNCIL
SPECIAL VIRTUAL MEETING – 5:00 P.M.

CALL TO ORDER

ROLL CALL: **Council Members: Alejandra Avila, Jean M. Ayala, Monica Garcia, Mayor Pro Tem Paul C. Hernandez, and Mayor Manuel Lozano**

PUBLIC COMMUNICATIONS

If you wish to comment on items listed under this agenda, please email your name, City of residence, item number and a phone number where you will be available between the hours of 5:00 PM to 6:00 PM on July 15, 2020 to comments@baldwinpark.com. You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 3:00 PM on July 15, 2020. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.

OPEN SESSION/STUDY SESSION

- CIP Budget Presentation
  By Director of Public Works Sam Gutierrez

RECESS TO CLOSED SESSION

1. **Conference with Labor Negotiators**
   Pursuant to Government Code Section 54957.6:

   Agency Designated Representative: Rebecca T. Green, Richards Watson Gershon,
   Shannon Yauchzee, Chief Executive Officer, and
   Laura Thomas, Human Resources/Risk Manager

   Employee Organizations: Baldwin Park City Employees Association (CEA)
   Baldwin Park Classified Confidential Employees Association (CCEA)
   Baldwin Park Classified Management Employees Association (CMEA)
   Baldwin Park Police Management Employees Association (PMEA)
   Baldwin Park Police Association (POA)
   Service Employee International Union (SEIU)

2. **Conference With Legal Counsel—Existing Litigation**
   Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9:

   Workers Comp Case – Elaine Bigley WC No. 126842

   Case Name: BP Tale Corp. v. Rukli, Inc. Case No. 19STCV41708

   Case Name: Blanca Reynaga v. City of Baldwin Park Case No. 20stcv18054

3. Real Property Negotiations Pursuant to Government Code §54956.8:

A. Property: 4150 Puente Avenue (CAN 17-06)
Negotiating Parties: City of Baldwin Park and Shaun Bershatski, RUKLI, Inc.

B. Property: 13111 Spring Street & 428 Cloverleaf Drive (CAN 17-07)
Negotiating Parties: City of Baldwin Park and Ming Hong Huang, 428 Cloverleaf, LLC.

C. Property: 5117 Calmview Avenue (CAN 17-08)
Negotiating Parties: City of Baldwin Park and Victor Chevez and Helen Chau, Casa Verde Group

D. Property: 13467 Dalewood Street (CAN 17-09)
Negotiating Parties: City of Baldwin Park and Darrin Oganesian and Ryan Oganesian, RD Baldwin Park

E. Property: 14837 & 14841 Ramona Boulevard (CAN 17-10)
Negotiating Parties: City of Baldwin Park and Phil Reyes, and Alexis Reyes, Organic Management Solutions, LLC.

F. Property: 5148 Bleecker Street (CAN 17-12)
Negotiating Parties: City of Baldwin Park and Sergio Torres, Enrique Vega and Moses Acosta, Medical Grade Farms BP

G. Property: 15023 Ramona Boulevard (CAN 17-13)
Negotiating Parties: City of Baldwin Park and Shaun Szameit, Joshua Pierce and Kevin Huebner, Kultiv8 Group, LLC.

H. Property: 4621 Littlejohn Street (CAN 17-15)
Negotiating Parties: City of Baldwin Park and Teresa Tsai, GSC Capital Group

I. Property: 5157 Azusa Canyon Road (CAN 17-17)
Negotiating Parties: City of Baldwin Park and Mike Sandoval and Ed Barraza, Elite Green Cultivators

J. Property: 5175 Commerce Drive (CAN 17-18)
Negotiating Parties: City of Baldwin Park and Linda Thong, Pacific Cultivation, LLC.

K. Property: 13450 Brooks Drive, Unit A & C (CAN 17-27)
Negotiating Parties: City of Baldwin Park and Jonathan Yuan Kai Lee, Jefferson Liou, and Jerrell Austin Shepp, Cloud Control, Inc.

L. Property: 4802 Littlejohn Street (CAN 17-28)
Negotiating Parties: City of Baldwin Park and Marco Perez and Ren Yoneyama, VRD, Inc.

M. Property: 13460 Brooks Drive (CAN 17-31)
Negotiating Parties: City of Baldwin Park and Sigrid Lopez and Artem Karapetyan, Green Health Industries, LLC.

N. Property: 1529 Virginia Avenue (CAN 18-01)
Negotiating Parties: City of Baldwin Park and Erik Intermill, Esource LLC

O. Property: 5018 Lante Street
Negotiating Parties: City of Baldwin Park and Distinct Indulgence (Corporate Name Change Memo)

P. Property: 14551 Joanbridge Street (CAN 17-02)
Negotiating Parties: City of Baldwin Park and Baldwin Park Tale Corp.

4. Conference With Legal Counsel—Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9:

Potential Case(s): Three (3)

RECONVENE IN OPEN SESSION

REPORT FROM CLOSED SESSION

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby that, certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting of July 15, 2020.

L. Morales
Lourdes Morales
Chief Deputy City Clerk

For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or e-mail lmorales@baldwinpark.com.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department or Risk Management at (626) 960-4011. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 34.102.104 ADA TITLE II)

AGENDA

BALDWIN PARK CITY COUNCIL
REGULAR VIRTUAL MEETING

JULY 15, 2020
7:00 PM

THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

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Manuel Lozano - Mayor
Paul C. Hernandez - Mayor Pro Tem
Alejandra Avila - Council Member
Jean M. Ayala - Council Member
Monica Garcia - Council Member

PLEASE TURN OFF ALL ELECTRONIC DEVICES DURING THE MEETING.

PUBLIC COMMENTS

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COMENTARIOS DEL PÚBLICO

Se invita al público a dirigirse al Concilio o cualquiera otra de sus Agencias nombradas en esta agenda, para hablar sobre cualquier asunto publicado en la agenda o cualquier tema que esté bajo su jurisdicción. De acuerdo con el capítulo 39 del Código Municipal de la Ciudad de Baldwin Park, los comentaros deben se dirigidos al Concilio como una sola entidad, y no ser impertinentes, difamatorios, o profanos, o interrumpir la paz de la reunión.

CITY COUNCIL
REGULAR VIRTUAL MEETING – 7:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Members: Alejandra Avila, Jean M. Ayala, Monica Garcia, Mayor Pro Tem Paul C. Hernandez and Mayor Manuel Lozano

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

Council are also members of the Board of Directors of the Housing Authority, and Finance Authority, which are concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of $30 for attending the Housing Authority meeting and $50 for attending the Finance Authority meeting.

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

PUBLIC COMMUNICATIONS

If you wish to comment, please email your name, City of residence, item number or topic and a phone number where you will be available between the hours of 7:00 PM to 8:00 PM on July 15, 2020 to comments@baldwinpark.com. You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 5:00 PM on July 15, 2020. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.

CONSENT CALENDAR

All items listed are considered to be routine business by the City Council and will be approved with one motion. There will be no separate discussion of these items unless a City Councilmember so requests, in which case, the item will be removed from the general order of business and considered in its normal sequence on the agenda.

1. **City of Baldwin Park's Warrants and Demands**
   Staff recommends that the City Council ratify the attached Warrants and Demands Register.

2. **Treasurer's Report – May 2020**
   Staff recommends that the City Council receive and file the Treasurer's Report for May 2020.

3. **Claim Rejection**
   Staff recommends that the City Council reject the following claims and direct staff to send the appropriate notice of rejection to claimant(s):

Mejia, Juan Jesus	Claimant alleges property damage

4. **Consideration to Adopt Resolution No. 2020-038, Authorizing the Submittal of an Application for Funding under Permanent Local Housing Allocation (PLHA) Program to the State of California Department of Housing and Community Development**
   Staff recommends that the City Council:
   1. Adopt Authorizing Resolution No. 2020-038 on behalf of the City of Baldwin Park; and,
   2. Direct staff to negotiate an agreement with the SGVRHT to allocate all awarded PLHA funds as matching funding for the development of affordable and homeless housing programs; and,
   3. Return said agreement for consideration and approval by the City Council at a future date.

5. **Certification of the Neighborhood Housing Partners Inc., as a Community Housing Development Organization (CHDO) Eligible to Receive HOME Investment Partnerships Program Funds**
   Staff recommends that the City Council certify Neighborhood Housing Partners Inc. (“NHP) as a Community Housing Development Organization (CHDO) for the City of Baldwin Park.

6. **Approval of Contract for Police Helicopter Service with the Los Angeles County**
   Staff recommends that the City Council approve the proposed contract provided by the Los Angeles County Sheriff's Department.

7. **Approval to Enter into an Agreement between the City of Baldwin Park and the San Gabriel Council of Governments (SGVCOG) Homeless Programs**
   Staff recommends that the City Council:
   1. Approve the Memorandum of Agreement between the City of Baldwin Park and the San Gabriel Valley Council of Governments (SGVCOG) to implement the Grant Funds; and
   2. Authorize the Chief Executive Officer to execute the Memorandum of Agreement between the City of Baldwin Park and the San Gabriel Valley Council of Governments SGVCOG); and
   3. Authorize the Director of Recreation and Community Services to execute further documents and reporting.

8. **Approval of Employment Agreement with Robert A. Lopez for the Position of Interim Chief of Police**
   It is recommended that the City Council authorize the City Attorney to draft the Agreement with Robert A. Lopez for the position of Interim Police Chief and direct the Mayor and City Clerk to execute it.

9. **Approval of the Safe Clean Water (SCW) Program Revenue Transfer Agreement Between the City of Baldwin Park and Los Angeles County Flood Control District for the City of Baldwin Park's Forty Percent (40%) Annual Allocation**
   Staff recommends that the City Council:
   1. Approve the Transfer Agreement between the City of Baldwin Park and the Los Angeles County Flood Control District for the City's annual allocation of funds from the Safe Clean Water (SCW) Program; and
   2. Authorize the Director of Finance to make necessary budget adjustments and appropriate projected FY 2020-21 Measure W funds in the amount of $720,000; and
   3. Authorize the Director of Public Works to act as the signature authority and process necessary documents to satisfy Measure W funding requirements.

10. **Approval of a Contract Change Order for Additional Hours Needed to Complete the Implementation of Tyler Technologies' EnerGov Platform for Permitting and Plan Check Software for Business License, Planning, Building, Public Works and Community Enhancement**
    It is recommended that the City Council authorize the Director of Public Works to execute a contract change order in the amount of $78,750 for additional hours needed to complete the implementation of the EnerGov Permitting System.

11. **Accept and Authorize the Filling of a Notice of Completion for City Project CIP No. 20-150 – City Hall 2nd Floor Remodeling Project**
    It is recommended that the City Council:
    2. Accept the construction improvements by Shaw Integrated Solution and authorize the recordation of a Notice of Completion; and
    3. Accept the construction improvements by Swedlows Distributors, Inc. and authorize the recordation of a Notice of Completion; and
    4. Accept the construction improvements by A1 Concrete & Construction Inc. and authorize the recordation of a Notice of Completion; and
    5. Authorize Staff to release retention funds upon the expiration of the 35-day notice period.

12. **Approve Final Tract Map No. 77130 to Subdivide Three (3) Lots into Twenty-Four (24) Attached Townhomes**
    Staff recommends that the City Council accept the Final Tract Map No. 77130 and authorize the City Clerk and staff to sign the Final Tract Map.

PUBLIC HEARING

13. **Joint Update of the City of Baldwin Park and Baldwin Park Housing Authority City-Wide Fee Schedule Based on Consumer Price Index (CIP) and other Adjustments**
    Staff recommends that the City Council of the City of Baldwin Park hold a joint Public Hearing with the Members of the Housing Authority and approve the proposed updated City-Wide Fee Schedule and corresponding Resolution Numbers CC 2020-036 and HA 2020-002. (**Item #4 on the Housing Authority Agenda**)

14. 5-Year Capital Improvement Project (CIP) Proposed Budget for Fiscal Year 2020-21 to 2024-25
Staff recommends that the City Council approve the 5-year CIP program for Fiscal Year 2020-21 and adjustments to the operations budget for Fiscal Year 2019-20.

REPORTS OF OFFICERS

15. Approve and Adopt Resolution No. 2020-037 Entitled, "A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City"; and Review and Appoint Members to the City for the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone
Staff recommends that the City Council rescind Resolution 2019-056 and complete the review and appointment of delegate and alternate to the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone in Resolution No. 2020-037, entitled: "A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City".

CITY COUNCIL ACTING AS SUCCESSOR AGENCY OF THE DISSOLVED COMMUNITY DEVELOPMENT COMMISSION

CONSENT CALENDAR

All items listed are considered to be routine business by the City Council and will be approved with one motion. There will be no separate discussion of these items unless a City Councilmember so requests, in which case, the item will be removed from the general order of business and considered in its normal sequence on the agenda.

SA-1 Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park Treasurer's Report – May 2020
Staff recommends that the Board receive and file the Treasurer's Report for May 2020.

SA-2 Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park Warrants and Demands
Staff recommends that the Board ratify the attached Warrants and Demands Register.

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Request by Mayor Manuel Lozano for discussion and consideration:

Mayor Manuel Lozano requests discussion and direction on SB292, which may likely raise insurance rates for Californians at a time when many cannot afford it and to oppose any provision in this bill that will allow insurance rates to increase at this time.

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 9th day of July, 2020.

LMorales

Lourdes Morales,
Chief Deputy City Clerk

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ITEM NO. 1

STAFF REPORT

TO:	**Honorable Mayor and Members of the City Council**
FROM:	**Rose Tam, Director of Finance**
DATE:	**July 15, 2020**
SUBJECT:	**City of Baldwin Park's Warrants and Demands**

SUMMARY
Attached is the Warrants and Demands Register for the City of Baldwin Park to be ratified by the City Council.

RECOMMENDATION
Staff recommends that the City Council ratify the attached Warrants and Demands Register.

FISCAL IMPACT
The payroll for the last period was $529,103.18 and the attached General Warrants Register was $673,577.51 for a total amount of $1,202,680.69.

BACKGROUND
The attached Claims and Demands report format meets the required information as set out in the California Government Code. Staff has reviewed the requests for expenditures for the appropriate budgetary approval and for the authorization from the department head or its designee. Pursuant to Section 37208 of the California Government Code, the Chief Executive Officer or his/her designee does hereby certify to the accuracy of the demands hereinafter referred. Payments released since the previous City Council meeting and the following is a summary of the payment released:

1. The last payroll of the City of Baldwin Park consists of check numbers 200924 to 200930. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 22133 to 22350 for the period of June 14, 2020, through June 27, 2020, inclusive; these are presented and hereby ratified in the amount of $529,103.18.

2. General Warrants, with the bank drafts in the amount of $669.99 and checks from 229446 to 229592 in the amount of $672,907.52 for the period of June 19, 2020 to July 6, 2020, inclusive; in the total amount of $673,577.51 constituting of claims and demands against the City of Baldwin Park, are herewith presented to the City Council as required by law, and the same hereby ratified.

LEGAL REVIEW
Not Applicable

ATTACHMENT
1. Check Register

City of Baldwin Park, CA

Check Register

By (None)

Payment Dates 06/19/2020 - 07/06/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
229446	06/22/2020	JIMMY L. GUTIERREZ, A LAW CORPORATION	1626-04 OSCAR CERECERES V.CITY OF B.P JAN-MAR 2020	100-10-131-51102-11105	2886.00
229446	06/22/2020	JIMMY L. GUTIERREZ, A LAW CORPORATION	1626-04 OSCAR CERECERES V. CITY OF B.P	100-10-131-51102-11105	5394.00
229446	06/22/2020	JIMMY L. GUTIERREZ, A LAW CORPORATION	1626-04 OSCAR CERECERES V. CITY OF B.P.	100-10-131-51102-11105	726.00
229446	06/22/2020	JIMMY L. GUTIERREZ, A LAW CORPORATION	1624-04 OSCAR CERECERES V. CITY OF B.P.	100-10-131-51102-11105	894.00
229446	06/22/2020	JIMMY L. GUTIERREZ, A LAW CORPORATION	1626-04 OSCAR CERECERES V. CITY OF B.P.	100-10-131-51102-11105	3271.65
229447	06/22/2020	TRIPLE B CORPORATION	PURCHASE FOOD FOR CDBG SENIOR	220-25-299-53370-17050	3557.00
229448	06/23/2020	FOOD 4 LESS	PURCHASE FOOD FOR CDBG SENIOR DELIVERY	220-25-299-53370-17050	2465.15
229449	06/23/2020	WALMART 3522	PURCHASE FOOD FOR CDBG SENIOR DELIVERY	220-25-299-53370-17050	1461.75
229450	06/24/2020	A TRANSMISSIONS & AUTO REPAIRS	TRANSMISSION REPAIRS	402-50-590-53371-00000	139.57
229451	06/24/2020	AAE INCORPORATED	LANDSCAPE DESIGN FOR STREET CENTER	251-50-520-58100-15095	4935.30
229451	06/24/2020	AAE INCORPORATED	LANDSCAPE DESIGN FOR STREET CENTER	251-50-520-58100-15095	4991.70
229451	06/24/2020	AAE INCORPORATED	CONSTRUCTION MANAGEMENT, INSPECTION, FUND	254-50-520-58100-15698	15084.30
229451	06/24/2020	AAE INCORPORATED	CITY ENGINEERING SERVICE	100-50-510-51100-00000	3360.00
229451	06/24/2020	AAE INCORPORATED	ATP CYCLE 3 PACIFIC AVE / MAINE AVE FROM	244-50-520-58100-15701	3663.00
229451	06/24/2020	AAE INCORPORATED	SERVICES FOR CAPITAL IMPROVEMENT PROJECTS	254-50-520-58100-14120	2625.00
229451	06/24/2020	AAE INCORPORATED	SERVICES FOR CAPITAL IMPROVEMENT PROJECTS	254-50-520-58100-14120	750.00
229451	06/24/2020	AAE INCORPORATED	LANDSCAPE DESIGN FOR STREET CENTER	251-50-520-58100-15095	5084.00
229451	06/24/2020	AAE INCORPORATED	CIVIL AND LANDSCAPE DESIGN SERVICES INCLUDING	270-50-520-58100-15104	49595.35
229453	06/24/2020	AGRISERVE PEST CONTROL INC	APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT	245-50-560-51100-15537	464.95
229453	06/24/2020	AGRISERVE PEST CONTROL INC	APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT	245-50-560-51100-15537	990.00
229456	06/24/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	257.07
229456	06/24/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	131.85
229456	06/24/2020	ARAMARK UNIFORM SERVICES	PAYMENT OF UNIFORMS SERVICES	100-60-620-53371-00000	23.52
229456	06/24/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	257.07
229456	06/24/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	131.85
229456	06/24/2020	ARAMARK UNIFORM SERVICES	PAYMENT OF UNIFORM SERVICES	100-60-620-53371-00000	23.52
229456	06/24/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	257.07
229456	06/24/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	131.85
229456	06/24/2020	ARAMARK UNIFORM SERVICES	PAYMENT OF UNIFORM SERVICES	252-60-620-53371-00000	23.52
229456	06/24/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	214.64
229456	06/24/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	87.01
229456	06/24/2020	ARAMARK UNIFORM SERVICES	PAYMENT OF UNIFORM SERVICES	252-60-620-53371-00000	23.52
229459	06/24/2020	BLACK & WHITE EMERGENCY	REPAIRS ON POLICE PATROL VEHICLES	402-50-591-53371-00000	80.00
229460	06/24/2020	BOCHU SHUM	REFUND C&D 4070 BENHAM AVE	246-00-000-22540-00000	604.00
229462	06/24/2020	CAPRCBM	ANNUAL MEMBERSHIP FOR M.CARRILLO JR	100-60-610-53330-00000	225.00
229463	06/24/2020	CELL BUSINESS EQUIPMENT	MAINTENANCE FOR CANON COPIERS	401-10-141-53371-11504	168.63
229464	06/24/2020	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	402-50-590-53100-00000	273.64
229464	06/24/2020	CINTAS FIRST AID & SAFETY	LEASE AED UNITS FOR CITY FACILITIES	403-10-160-51101-11350	448.95
229466	06/24/2020	EAST SAN GABRIEL VALLEY	ASSISTANCE TO THE HOMELESS (PSA)	220-40-420-53360-14830	1713.56
229467	06/24/2020	ERICA ESCAMILLA	REFUND DEPOSIT 07/11/2020	501-60-000-22333-00000	100.00
229468	06/24/2020	FRONTIER COMMUNICATIONS	TELEPHONE USAGE - LOCAL CALLS	401-10-141-53403-11506	1429.35
229469	06/24/2020	GILBERTO & ELVA HERNANDEZ	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	687.00
229470	06/24/2020	GRAINGER, INC.	MATERIAL AND SUPPLIES	245-50-550-53100-15622	52.34
229470	06/24/2020	GRAINGER, INC.	PURCHASE MATERIALS & SUPPLIES	252-60-620-53100-00000	33.99
229470	06/24/2020	GRAINGER, INC.	MATERIAL AND SUPPLIES	245-50-550-53100-15622	471.07
229470	06/24/2020	GRAINGER, INC.	PURCHASE MATERIALS & SUPPLIES	252-60-620-53100-00000	104.77
229470	06/24/2020	GRAINGER, INC.	PURCHASE MATERIALS & SUPPLIES	252-60-620-53100-00000	421.01
229471	06/24/2020	HILLYARD INC	PAYMENT OF CLEANING MATERIALS	252-60-620-53100-00000	219.36
229472	06/24/2020	HOME DEPOT	YELLOW CAUTION TAPE, TAPLE GUN, STAPLES	100-25-299-53370-17050	186.58
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	78.36
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	251-50-560-53100-00000	96.18
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	17.32
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	17.32
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	39.32
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	17.32

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229473	06/24/2020	HOME DEPOT	SPECIALIZED SPRAY PAINTS	254-50-570-53100-14885	160.53
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	141.12
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	49.11
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	54.65
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	385.58
229473	06/24/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	251-50-560-53100-00000	388.59
229474	06/24/2020	HOME DEPOT	PURCHASE MATERIALS & SUPPLIES FOR BLDG MAINT.	252-60-620-53100-00000	65.36
229474	06/24/2020	HOME DEPOT	PURCHASE MATERIALS & SUPPLIES FOR BLDG MAINT.	220-25-299-53370-17050	263.80
229474	06/24/2020	HOME DEPOT	PURCHASE MATERIALS & SUPPLIES FOR BLDG MAINT.	252-60-620-53100-00000	17.61
229474	06/24/2020	HOME DEPOT	PURCHASE MATERIALS & SUPPLIES FOR BLDG MAINT.	252-60-620-53100-00000	155.36
229474	06/24/2020	HOME DEPOT	PURCHASE MATERIALS & SUPPLIES FOR BLDG MAINT.	252-60-620-53100-00000	70.52
229474	06/24/2020	HOME DEPOT	PURCHASE MATERIALS & SUPPLIES FOR BLDG MAINT.	252-60-620-53100-00000	19.81
229474	06/24/2020	HOME DEPOT	PURCHASE MATERIALS & SUPPLIES FOR BLDG MAINT.	252-60-620-53100-00000	32.80
229474	06/24/2020	HOME DEPOT	PURCHASE MATERIALS & SUPPLIES FOR BLDG MAINT.	252-60-620-53100-00000	41.54
229474	06/24/2020	HOME DEPOT	PURCHASE MATERIALS & SUPPLIES FOR BLDG MAINT.	100-25-299-53370-17050	280.19
229474	06/24/2020	HOME DEPOT	PURCHASE MATERIALS & SUPPLIES FOR BLDG MAINT.	252-60-620-53100-00000	18.08
229475	06/24/2020	HONEYWELL INTERNATIONAL INC.	REPAIRS MADE TO WATER LEAK @ CITY HALL	100-60-620-53371-00000	2860.57
229476	06/24/2020	INDUSTRIAL CLEANING SYSTEMS	PRESSURE WASHER REPAIRS	402-50-590-53371-00000	138.35
229477	06/24/2020	J.G. TUCKER & SONS	SAFETY SUPPLIES	240-50-551-53100-15705	1893.87
229477	06/24/2020	J.G. TUCKER & SONS	SAFETY SUPPLIES	245-50-550-53100-15622	1593.55
229478	06/24/2020	JAIME L. GUTIERREZ	CIVIL SUBPOENA - REFUND COURT APPEARANCE	100-30-000-42300-00000	275.00
229479	06/24/2020	JOHNNY UROUIZA	EMERGENCY ROOF REPAIRS AT CITY FACILITIES	100-60-620-53371-00000	3100.00
229479	06/24/2020	JOHNNY UROUIZA	EMERGENCY ROOF REPAIRS AT CITY FACILITIES	100-60-620-53371-00000	3100.00
229480	06/24/2020	L.A. COUNTY DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SERVICES	100-30-390-51100-13250	10435.49
229480	06/24/2020	L.A. COUNTY DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SERVICES	100-30-390-51100-13250	10788.46
229480	06/24/2020	L.A. COUNTY DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SERVICES	100-30-390-51100-13250	5236.85
229481	06/24/2020	LEAGUE OF CALIFORNIA CITIES	LA COUNTY DIVISION DUES FOR 7/1/20-6/31/21	100-25-299-53330-00000	1281.00
229483	06/24/2020	LUIS SANCHEZ	REFUNDOF SECUIRTY DEPOSIT	246-00-000-22540-00000	250.00
229484	06/24/2020	MAJESTIC FIRE PROTECTION	HYDRO TEST AND SEMI-ANNUAL FIRE SERVICE	100-60-620-53371-00000	130.00
229484	06/24/2020	MAJESTIC FIRE PROTECTION	HYDRO TEST AND SEMI-ANNUAL FIRE SERVICE	252-60-620-53371-00000	130.00
229484	06/24/2020	MAJESTIC FIRE PROTECTION	HYDRO TEST AND SEMI-ANNUAL FIRE SERVICE	100-60-620-53371-00000	125.00
229484	06/24/2020	MAJESTIC FIRE PROTECTION	HYDRO TEST AND SEMI-ANNUAL FIRE SERVICE	252-60-620-53371-00000	125.00
229485	06/24/2020	MARIPOSA LANDSCAPES INC.	VARIOUS IRRIGATION WORK TO SUPPLEMENT AND/	251-50-562-51100-00000	744.66
229486	06/24/2020	MARTIN MORENO	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	250.00
229487	06/24/2020	MERCURY FENCE CO.	REPAIRS MADE TO THE FENCE AT CENTER & OLIVE	100-60-620-53371-00000	360.00
229487	06/24/2020	MERCURY FENCE CO.	REPAIRS MADE TO THE FENCE AT CENTER & OLIVE	252-60-620-53371-00000	250.00
229488	06/24/2020	MIDWEST MOTOR SUPPLY	GRAFFITI REMOVAL CHEMICAL	240-50-570-53100-15705	1069.99
229489	06/24/2020	MOBILE MODULAR MANAGEMENT CORP	STORAGE BIN RENTALS AT CITY HALL	100-60-620-53391-00000	303.76
229491	06/24/2020	NEOGOV	SUBSCRIPTION	100-30-360-53330-00000	7178.99
229492	06/24/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	240-50-570-53100-14885	78.71
229493	06/24/2020	OPTI-FIT INTERNATIONAL INC	MATRIX T5X TREADMILL AC110 AND MATRIX	234-60-620-58100-16206	12905.62
229495	06/24/2020	PACIFIC PRODUCTS & SERVICES	MATERIAL & SUPPLIES	254-50-550-53100-15622	1301.96
229496	06/24/2020	PLURALSIGHT LLC	SUBSCRIPTIONRENEWAL 2 LICENSES	401-10-140-53200-00000	1158.00
229498	06/24/2020	RICOH USA INC	MAINTENANCE PORTION FOR 8 RICOH	401-10-141-51101-11502	101.90
229498	06/24/2020	RICOH USA INC	MAINTENANCE PORTION FOR 8 RICOH	401-10-141-53371-11504	1204.62
229499	06/24/2020	RICOH USA INC	LEASE PAYMENTS FOR 2 RICOH COLOR COPIERS	401-10-141-58140-11504	417.93
229500	06/24/2020	ROADLINE PRODUCTS INC.	MATERIALS AND SUPPLIES	254-50-550-53100-15622	2808.68
229501	06/24/2020	S.C. SIGNS AND SUPPLIES LLC	OVERHEAD SIGNAL MOUNTED REGULATORY	254-50-550-53100-15622	3285.35
229502	06/24/2020	SERVICE FIRST CONTRACTORS	REPLACE SENIOR CENTER BOILER WITH RAYPAK WH3-652C	234-60-620-58110-16225	16421.00
229503	06/24/2020	SHI INTERNATIONAL CORP	HP ELIT E DESK COMPUTER AND HP ELITE LED	254-50-550-53390-15705	1473.72
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	TRANSIT SERVICES JULY 2019 TO JUNE 2020	245-50-580-51100-15520	8504.65
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	TRANSIT SERVICES JULY 2019 TO JUNE 2020	244-50-580-51100-15525	109285.32
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	TRANSIT SERVICES JULY 2019 TO JUNE 2020	245-50-580-51100-15520	8805.34
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	TRANSIT SERVICES JULY 2019 TO JUNE 2020	244-50-580-51100-15525	106128.70
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	FARE BOX REVENUE	244-50-000-42151-00000	-68.00
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	SHELTER MAINTENANCE	244-50-000-42150-00000	-2805.49
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	FARE BOX REVENUE	244-50-000-42151-00000	-1858.50
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	ADVERTISMENT	244-50-000-45602-00000	-1946.06
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	FARE BOX REVENUE	244-50-000-42151-00000	-97.50
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	SHELTER MAINTENANCE	244-50-000-42150-00000	-2805.49
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	FARE BOX REVENUE	244-50-000-42151-00000	-2405.00
229504	06/24/2020	SOUTHLAND TRANSIT, INC.	ADVERTISMENT	244-50-000-45602-00000	-1946.06
229505	06/24/2020	SPRAGUES' ROCK AND SAND	MISCELLANEOUS CONCRETE MATERIALS	240-50-551-53100-15705	751.17

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229506	06/24/2020	ST JOHN THE BAPTIST CHURCH	ANGER MANAGEMENT SERVICES FOR MAY FY 19/20	220-40-420-53360-14876	1000.00
229508	06/24/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-660-53100-00000	22.98
229509	06/24/2020	STEVEN VAN	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	500.00
229510	06/24/2020	SUPERIOR PAVEMENT MARKINGS	LINE STRIPING THROUGHOUT THE CITY	240-50-550-51100-15705	4445.00
229510	06/24/2020	SUPERIOR PAVEMENT MARKINGS	LINE STRIPING THROUGHOUT THE CITY	240-50-550-51100-15705	1475.98
229510	06/24/2020	SUPERIOR PAVEMENT MARKINGS	LINE STRIPING THROUGHOUT THE CITY	240-50-550-51100-15705	3099.02
229511	06/24/2020	SWEDLOWS DISTRIBUTORS	PURCHASE OFFICE FURNITURE	100-60-620-53390-00000	1838.51
229511	06/24/2020	SWEDLOWS DISTRIBUTORS	OFFICE FURNITURE FOR THE COMMUNITY CENTER	100-60-620-53390-00000	2454.51
229512	06/24/2020	TERRY A. HAYES	ENVIRONMENTAL (CEQA) RELATED CONSULTANT	100-40-000-22338-14131	8320.06
229514	06/24/2020	TRINITY FINANCIAL	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	300.00
229515	06/24/2020	UNITED ROTARY BRUSH CORP	BRUSH AND PARTS FOR THE STREET SWEEPER	402-50-590-53100-00000	139.65
229515	06/24/2020	UNITED ROTARY BRUSH CORP	BRUSH AND PARTS FOR THE STREET SWEEPER	402-50-590-53100-00000	139.65
229516	06/24/2020	US BANK	TRUTEE FEES 3/01/20-02/28/2021	660-00-000-55750-15550	1000.00
229517	06/24/2020	VALLEY COUNTY WATER DIST	SERVICE @ 14317 MORGAN ST	905-40-410-53402-14305	220.59
229518	06/24/2020	Y-TIRE SALES	TIRES FOR VEHICLES	402-50-591-53100-00000	1796.40
229519	06/24/2020	A TRANSMISSIONS & AUTO REPAIRS	TRANSMISSION REPAIRS	402-50-590-53371-00000	1500.00
229519	06/24/2020	A TRANSMISSIONS & AUTO REPAIRS	TRANSMISSION REPAIRS	402-50-591-53371-00000	1500.00
229520	06/24/2020	CANON FINANCIAL SERVICES	LEASE PAYMENTS FOR 2 CANON IR6555 COPIERS	401-10-141-58140-11504	404.05
229521	06/24/2020	DATA INSTALLERS INC	ADDITIONAL DROPS ON 1ST AND 3RD FLOORS FOR	401-10-140-51101-00000	2793.00
229522	06/24/2020	GENERAL NETWORKS CORPORATION	BARRACUDA EMAIL SECURITY GATEWAY APPLIANCE	401-10-140-51101-00000	2685.00
229523	06/24/2020	RICHARD D. JONES, A PROFESSIONAL LAW CORPORATION	SPECIALIZED LEGAL SERVICES	100-40-131-51102-00000	960.00
229523	06/24/2020	RICHARD D. JONES, A PROFESSIONAL LAW CORPORATION	SPECIALIZED LEGAL SERVICES	100-40-131-51102-00000	2895.83
229523	06/24/2020	RICHARD D. JONES, A PROFESSIONAL LAW CORPORATION	SPECIALIZED LEGAL SERVICES	100-40-131-51102-00000	1194.20
229524	06/24/2020	TPX COMMUNICATIONS CO	LOCAL, LONG DISTANCE AND DATA NETWORK	401-10-141-53403-11506	6991.69
229525	06/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	888.82
229525	06/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	128.84
229525	06/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	887.93
229525	06/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	128.84
229526	06/30/2020	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	130.25
229526	06/30/2020	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	130.26
229527	06/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	1766.93
229527	06/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	3945.05
229527	06/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	1766.93
229527	06/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	3945.05
229528	06/30/2020	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-00000	20.00
229528	06/30/2020	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-00000	20.00
229529	06/30/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	3927.05
229529	06/30/2020	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-00000	1086.16
229529	06/30/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	3927.05
229529	06/30/2020	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-00000	1126.16
229530	06/30/2020	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	796.25
229530	06/30/2020	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	869.75
229531	06/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	18.00
229531	06/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	45.00
229531	06/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	18.00
229531	06/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	45.00
229532	06/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	14.74
229532	06/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	266.89
229532	06/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	100.26
229532	06/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	293.31
229532	06/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	100.26
229533	06/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	4376.42
229533	06/30/2020	MUNICIPAL DENTAL POOL	RETRO DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	39.48
229533	06/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	394.40
229534	06/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	73.31
229534	06/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	3976.47
229534	06/30/2020	MUNICIPAL DENTAL POOL	RETRO DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	39.48
229534	06/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	394.40
229535	06/30/2020	P.T.E.A.	PTEA DUES	100-00-000-21220-00000	323.00
229535	06/30/2020	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	85.50
229535	06/30/2020	P.T.E.A.	PTEA DUES	100-00-000-21220-00000	323.00
229535	06/30/2020	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	85.50
229536	06/30/2020	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	159.43

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229536	06/30/2020	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	159.42
229537	06/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	76.74
229537	06/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1168.11
229537	06/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1108.83
229537	06/30/2020	STANDARD INSURANCE COMPANY	HEALTH & ACC INS W/HELD	100-00-000-21210-00000	65.64
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	290.10
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	101.50
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	784.35
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	598.95
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	43.50
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	21.75
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	1102.15
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	605.28
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	43.50
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	21.75
229538	06/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	BASIC LIFE & AD & D & STD & LTD INSURANCE	403-10-160-54130-00000	6915.16
229539	06/30/2020	BUSINESS CARD	FACEBOOK BOOST FOR COVID-19 TESTING	100-25-299-53370-17050	25.74
229539	06/30/2020	BUSINESS CARD	INSTAGRAM BOOST FOR COVID-19 TESTING	100-25-299-53370-17050	46.61
229539	06/30/2020	BUSINESS CARD	PAYMENT FOR SG VALLEY NEWS SUBSCRIPTION	100-60-610-53330-00000	10.00
229539	06/30/2020	BUSINESS CARD	PAYMENT FOR SG VALLEY NEWS SUBSCRIPTION	100-60-610-53330-00000	10.00
229539	06/30/2020	BUSINESS CARD	FECAL BACTERIA ASSESSMENT TESTING	100-60-620-53371-00000	745.00
229539	06/30/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR USAGE AT THE SENIOR CENTER	100-60-630-53330-00000	3.25
229539	06/30/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR USAGE AT THE TEEN CENTER	100-60-660-53330-00000	3.24
229539	06/30/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR USAGE ATBARNES PARK	100-60-670-53330-15100	3.25
229539	06/30/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR USAGE AT THE ARC	100-60-680-53330-00000	3.25
229539	06/30/2020	BUSINESS CARD	PURCHASE OF FOOD ITMES FOR THE CDBG SENIOR MEAL	220-25-299-53370-17050	1097.24
229540	06/30/2020	FOOD 4 LESS	PURCHASE OF FOOD FOR CDBG SENIOR DELIVERY PROGRAM	220-25-299-53370-17050	3440.00
229541	06/30/2020	TRIPLE B CORPORATION	PURCHASE OF FOOD FOR CDBG SENIOR DELIVERY PROGRAM	220-25-299-53370-17050	3258.75
229542	06/30/2020	WALMART 3522	PURCHASE OF FOOD FOR CDBG SENIOR DELIVERY PROGRAM	220-25-299-53370-17050	1092.00
229543	07/01/2020	ARROYO BACKGROUND INVESTIGATIONS,LLC	BACKGROUND INVESTIGATIONS	100-30-310-51100-00000	1200.00
229544	07/01/2020	AT&T	PHONE SERVICE	100-30-380-53403-00000	50.45
229545	07/01/2020	AT&T MOBILITY	PHONE SERVICE	100-30-340-53403-00000	453.75
229546	07/01/2020	BERTHA RIOS	REFUND OF DEPOSIT FOR RENTAL AT THE ARC	501-60-000-22333-00000	500.00
229547	07/01/2020	BOB BARKER COMPANY, INC	SUPPLIES FOR INMATES	501-30-000-22407-00000	94.55
229547	07/01/2020	BOB BARKER COMPANY, INC	SUPPLIES FOR INMATES	501-30-000-22407-00000	206.99
229547	07/01/2020	BOB BARKER COMPANY, INC	SUPPLIES FOR INMATES	501-30-000-22407-00000	69.00
229548	07/01/2020	BUSINESS CARD	VOICE RECORDER FOR SGT. HENDRICKS	100-30-310-53371-00000	26.26
229548	07/01/2020	BUSINESS CARD	VOICE RECORDER FOR LT. LEON	100-30-310-53371-00000	26.26
229548	07/01/2020	BUSINESS CARD	SONY HANDYCAM CAMCORDER	100-30-320-53100-00000	963.58
229548	07/01/2020	BUSINESS CARD	ACCESSORY KIT FOR ACTION CAMCORDER	100-30-320-53100-00000	49.26
229548	07/01/2020	BUSINESS CARD	WATER FOR PROTEST	100-30-320-53100-00000	68.88
229548	07/01/2020	BUSINESS CARD	BACKPACK FOR CAMCORDER	100-30-320-53100-00000	76.64
229548	07/01/2020	BUSINESS CARD	FOLDING TRIPOD FOR CAMCORDER	100-30-370-53390-00000	328.47
229548	07/01/2020	BUSINESS CARD	ADOBE SOFTWARE FOR RECORDS SPECIALISTS	271-30-350-53100-17233	1223.28
229548	07/01/2020	BUSINESS CARD	SIG SAUER CALSSIC LINE PISTOLS COURSE/SGT VELEBIL	501-30-000-22410-00000	1290.00
229548	07/01/2020	BUSINESS CARD	CA PUBLIC RECORDS ACT TRAINING COURSE	501-30-000-22410-00000	1500.00
229548	07/01/2020	BUSINESS CARD	FIELD TRAINING PROGRAMS MANAGEMENT	501-30-000-22410-00000	649.38
229549	07/01/2020	CALIFORNIA CONSULTING, INC.	GRANT WRITING SERVICES	234-60-610-51100-00000	3500.00
229550	07/01/2020	CLAUDIA NEWMAN	REFUND OF DEPOSIT FOR RENTAL AT THE ARC	501-60-000-22333-00000	500.00
229551	07/01/2020	COMMERCIAL DOOR OF ANAHEIM INC	REMOVAL OF EXISTING LIFTMASTER OPERATOR	100-60-620-53371-00000	4124.00
229552	07/01/2020	DAPEER, ROSENBLIT & LITVAK, LLP	LEGAL SERVICES RELATED TO MASSAGE ORDINANCE	235-40-130-51102-00000	440.00
229552	07/01/2020	DAPEER, ROSENBLIT & LITVAK, LLP	LEGAL SERVICES RELATED TO MASSAGE ORDINANCE	235-40-130-51102-00000	935.00
229552	07/01/2020	DAPEER, ROSENBLIT & LITVAK, LLP	LEGAL SERVICES RELATED TO MASSAGE ORDINANCE	235-40-130-51102-00000	137.50
229553	07/01/2020	DEPARTMENT OF JUSTICE	FINGERPRINT POLICE APPLICANTS	100-30-310-51100-00000	228.00
229553	07/01/2020	DEPARTMENT OF JUSTICE	FINGERPRINT POLICE APPLICANTS	100-30-310-51100-00000	260.00
229554	07/01/2020	ENTENMANN-ROVIN CO.	IN ASSISTANT CHIEF BADGE	100-30-320-53100-00000	258.26
229555	07/01/2020	ENTERPRISE FM TRUST	LEASING PROGRAM FOR JUNE 2020	231-50-590-58140-15727	12818.37
229556	07/01/2020	FEDEX OFFICE	DELIVERY BACKGROUND PACKET	100-30-320-53100-00000	47.00
229557	07/01/2020	FLOR MEDINA	LEASING PROGRAM	501-60-000-22333-00000	300.00
229558	07/01/2020	FRONTIER COMMUNICATIONS	PHONE AND WIRLESS SERVICE	100-30-380-53403-00000	113.16
229559	07/01/2020	JULIO CESAR VILLALOBOS	REFUND OF FACILITY RESERVATION DEPOSIT	100-60-000-45601-00000	235.00
229559	07/01/2020	JULIO CESAR VILLALOBOS	REFUND OF FACILITY RESERVATION DEPOSIT	501-60-000-22333-00000	150.00
229560	07/01/2020	LEXIS NEXIS	LEXIS NEXIS	100-30-310-53371-00000	474.99

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
229561	07/01/2020	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES FOR APR 2020 - HR	100-10-131-51102-11103	580.50
229561	07/01/2020	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES APR 2020 - HR	100-10-131-51102-11103	644.50
229561	07/01/2020	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES FOR APR 2020 - HR	100-10-131-51102-11103	38.00
229561	07/01/2020	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES APR 2020 - POLICE DEPT	100-30-131-51102-13405	5260.00
229561	07/01/2020	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES APR 2020 - POLICE DEPT	100-30-131-51102-13405	2839.00
229561	07/01/2020	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES APR 2020 - POLICE DEPT	100-30-131-51102-13405	453.00
229561	07/01/2020	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES APR 2020 - POLICE DEPT	100-30-131-51102-13405	676.00
229561	07/01/2020	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES APR 2020 - POLICE DEPT	100-30-131-51102-13405	30.00
229562	07/01/2020	MARIA GALAVIZ	REFUND OF DEPOSIT FOR RENTAL AT BARNES	501-60-000-22333-00000	300.00
229563	07/01/2020	MONTY'S ELECTRIC, INC.	PAYMENT OF ELECTRICAL REPAIRS AT CITY HALL	100-60-620-53371-00000	770.00
229563	07/01/2020	MONTY'S ELECTRIC, INC.	PAYMENT OF ELECTRICAL REPAIRS AT CITY HALL	252-60-620-53371-00000	590.00
229564	07/01/2020	NICE CLEANERS	CLEANING SERVICES FOR JAIL	100-30-370-51101-00000	80.00
229564	07/01/2020	NICE CLEANERS	CLEANING SERVICES FOR JAIL	100-30-370-51101-00000	80.00
229564	07/01/2020	NICE CLEANERS	CLEANING SERVICES FOR JAIL	100-30-370-51101-00000	80.00
229565	07/01/2020	OFFICE DEPOT INC	MATERIALS & SUPPLIES	100-30-320-53100-00000	95.63
229565	07/01/2020	OFFICE DEPOT INC	MATERIALS & SUPPLIES	100-30-320-53100-00000	9.02
229565	07/01/2020	OFFICE DEPOT INC	MATERIALS AND SUPPLIES FOR PD	100-30-320-53100-00000	845.94
229565	07/01/2020	OFFICE DEPOT INC	MATERIALS AND SUPPLIES FOR PD	100-30-320-53100-00000	8.08
229565	07/01/2020	OFFICE DEPOT INC	MATERIALS AND SUPPLIES FOR PD	100-30-320-53100-00000	237.00
229565	07/01/2020	OFFICE DEPOT INC	MATERIALS AND SUPPLIES FOR PD	100-30-320-53100-00000	18.89
229565	07/01/2020	OFFICE DEPOT INC	MATERIALS AND SUPPLIES FOR PD	100-30-320-53100-00000	28.89
229566	07/01/2020	RIO HONDO COMM. COLLEGE	BASIC POLICE RECRUIT CLASS	501-30-000-22410-00000	4961.00
229566	07/01/2020	RIO HONDO COMM. COLLEGE	FIRST AID AND CPR CLASS	501-30-000-22410-00000	149.82
229567	07/01/2020	ROBERTSON INDUSTRIES INC	MAINTENANCE TOP COAT FOR BARNES PARK	234-60-620-58100-16194	15527.00
229567	07/01/2020	ROBERTSON INDUSTRIES INC	MAINTENANCE TOP COAT FOR BARNES PARK	252-60-620-53371-00000	1475.07
229568	07/01/2020	SAM GUTIERREZ	BEST BUY WIRELESS MONITOR COMPONENT	240-50-500-53390-15548	191.60
229569	07/01/2020	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS	PARTICIPATION IN SAN GABRIEL VALLEY REGIONAL	235-50-510-51101-15010	2374.00
229569	07/01/2020	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS	PARTICIPATION IN SAN GABRIEL VALLEY REGIONAL	240-50-510-51101-15010	9855.00
229570	07/01/2020	SMART & FINAL	SUPPLIES PURCHASED FOR THE COVID-19	100-25-299-53370-17050	21.85
229571	07/01/2020	STAPLES BUSINESS CREDIT	PURCHASE OF OFFICE SUPPLIES	100-60-630-53100-00000	787.02
229571	07/01/2020	STAPLES BUSINESS CREDIT	PURCHASE OF OFFICE SUPPLIES	100-60-660-53100-00000	919.70
229571	07/01/2020	STAPLES BUSINESS CREDIT	PURCHASE OF OFFICE SUPPLIES	100-60-670-53100-15100	654.33
229571	07/01/2020	STAPLES BUSINESS CREDIT	PURCHASE OF OOFICE SUPPLIES	100-60-670-53100-15100	132.69
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	92.00
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	108.00
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	50.00
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	45.00
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	57.00
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	33.00
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	59.00
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	132.00
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	62.00
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	147.00
229572	07/01/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	175.00
229573	07/01/2020	THE SHREDDERS	CERTIFIED DOCUMENT DESTRUCTION	100-20-210-51101-00000	45.50
229574	07/01/2020	T-MOBILE	FOR MOBILE PHONE USAGE	100-40-450-53403-00000	179.10
229574	07/01/2020	T-MOBILE	FOR MOBILE PHONE USAGE	100-40-460-53403-00000	179.09
229575	07/01/2020	TROPHY WORLD	TILE PLAQUES REQUEST BY CITY COUNCIL	100-10-100-53320-00000	13.69
229576	07/01/2020	TRUE NORTH RESEARCH INC	PROF SERV DURING COVID FOR DESIGN & CONDUCT TAX	100-25-299-51100-00000	17500.00
229577	07/01/2020	TYLER TECHNOLOGIES INC	PROJECT MANAGEMENT STAGE	235-40-440-58105-00000	1225.00
229577	07/01/2020	TYLER TECHNOLOGIES INC	PROJECT MANAGEMENT-STAGE 3	235-40-440-58105-00000	14175.00
229578	07/01/2020	VALLEY COUNTY WATER DIST	WATER COST	252-60-620-53402-00000	5535.38
229578	07/01/2020	VALLEY COUNTY WATER DIST	WATER COST	252-60-620-53402-00000	148.59
229578	07/01/2020	VALLEY COUNTY WATER DIST	WATER COST	254-60-620-53402-15882	105.99
229578	07/01/2020	VALLEY COUNTY WATER DIST	WATER COST	254-60-620-53402-15882	129.70
229578	07/01/2020	VALLEY COUNTY WATER DIST	WATER COST	254-60-620-53402-15882	262.37
229579	07/01/2020	VERIZON WIRELESS	MOBILE PHONE USE FOR 4/22-5/21/20	100-40-405-53403-00000	53.81
229579	07/01/2020	VERIZON WIRELESS	MOBILE PHONE USE FOR 4/22-5/21/20	220-40-420-53403-14700	53.81
229579	07/01/2020	VERIZON WIRELESS	MOBILE PHONE USE FOR 4/22-5/21/20	901-40-410-53403-14310	53.81
229580	07/01/2020	WAXIE SANITARY SUPPLY	PURCHASE OF FACE SHIELDS	100-25-299-53370-17050	401.50
229581	07/02/2020	ANA VALDIVIA	DEDUCTION	100-00-000-21225-00000	346.15
229582	07/02/2020	LYNDA C SALAS	DEDUCTION	100-00-000-21225-00000	450.00
229583	07/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	92.30

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
229584	07/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	374.76
229585	07/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	131.53
229586	07/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	1312.15
229587	07/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	29.43
229588	07/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	617.08
229589	07/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	523.38
229590	07/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	309.69
229591	07/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	268.61
229592	07/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	382.15
DFT0004017	06/30/2020	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	12.88
DFT0004017	06/30/2020	PERS-RETIREMENT	PT PERS MISC CITY PAID	100-00-000-21256-00000	17.56
DFT0004019	06/29/2020	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	12.00
DFT0004019	06/29/2020	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	160.00
DFT0004019	06/29/2020	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	50.00
DFT0004019	06/29/2020	PERS-RETIREMENT	PERS ADD'L SERVICE CREDIT	100-00-000-21206-00000	112.17
DFT0004019	06/29/2020	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	218.13
DFT0004019	06/29/2020	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-00000	87.25
				Grand Total:	**$ 673,577.51**

ITEM NO. 2

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Rose Tam, Director of Finance

DATE: July 15, 2020

SUBJECT: Treasurer's Report – May 2020

SUMMARY

Attached is the Treasurer's Report for the month of May 2020. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that Council receive and file the Treasurer's Report for May 2020.

FISCAL IMPACT

None

BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
5/31/2020

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
State of California Local Agency Investment Fund (LAIF)							
City-Including General Fund & all other Special Revenue Funds	1.36%	Varies	Varies	$ 33,780,488.92	$ 33,780,488.92	$ 33,780,488.92	$ 33,780,488.92
Housing Authority	1.36%	Varies	Varies	13,976.67	13,976.67	13,976.67	13,976.67
				33,794,465.59	33,794,465.59	33,794,465.59	33,794,465.59
Certificate of Deposit							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	254,127.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	254,110.00
				500,000.00	500,000.00	500,000.00	508,237.50
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	9,944,593.98	9,944,593.98	9,944,593.98	9,944,593.98
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	488.95	488.95	488.95	488.95
				9,945,082.93	9,945,082.93	9,945,082.93	9,945,082.93

Total Investments	$ 44,239,548.52
Cash with Bank of the West	
City Checking	2,514,381.45
Money Market Plus	133,521.28
City Miscellaneous Cash	181,343.21
Successor Agency	157,303.61
Housing Authority	320,011.59
Financing Authority	11,700.00
Total Cash with Bank of the West	3,318,261.14
Investment Brokerage Capita Reserves (Divdend Option Cash)	0.35
Total Cash and Investments	$ 47,557,810.01

* In accordance with AB X126,the Community Development Commission is dissolved effective January 31, 2012.
  The successor agency name is "The City of Baldwin Park as Successor Agency to the Community Development
  Schedule of Cash and Investments includes city-wide assets as included in the Comprehensive Annual Financial Report.

* There was no investment maturity/purchase transactions made for the month of May 2020 and several deposits/withdrawals were made through the Local Agency Investment Fund.

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment Policy.

Approved by:

Ron Broollar for Rose Tam

Rose Tam
Director of Finance

ITEM NO. 3

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Shannon Yauchzee, Chief Executive Officer
Laura J. Thomas, Human Resources & Risk Manager

DATE: July 15, 2020

SUBJECT: Claim Rejection

SUMMARY

This report seeks City Council consideration and direction to reject the Claims for Damages to person or property received for filing against the City of Baldwin Park.

RECOMMENDATION

Staff recommends that the City Council reject the following claims and direct staff to send the appropriate notice of rejection to claimant(s):

Mejia, Juan Jesus	Claimant alleges property damage

This government claim, and all government claims, should be considered as potential lawsuits in the future. Thus, it is requested that all City Staff, the Mayor and all Councilmembers refrain from making any statements, whether public or private in nature. It is important that no statements be made so as to not prejudice this claim in any way which can happen if public or private comments are made about this claim by City staff or Councilmembers.

FISCAL IMPACT

Fiscal impact is unknown at this time.

BACKGROUND

In order for the statute of limitations to begin on the claims received, it is necessary for the City Council to reject the claims by order of motion and that the claimants are sent written notification of said action.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ALTERNATIVES

There are no other alternatives for the Council to consider since rejection of the claims is necessary for the Statute of Limitations to begin on the claims received.

ATTACHMENTS

None

ITEM NO. 4

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Benjamin Martinez, Community Development Director

DATE: July 15, 2020

SUBJECT: Consideration to Adopt Resolution No. 2020-038, Authorizing the Submittal of an Application for Funding under the Permanent Local Housing Allocation (PLHA) Program to the State of California Department of Housing and Community Development

SUMMARY

This report seeks City Council consideration regarding the submittal of an application for funding related to the Permanent Local Housing Allocation (PLHA) Program in response to a Notice of Funding Availability dated February 26, 2020 by the State of California Department of Housing and Community Development (HCD).

RECOMMENDATION

Staff recommends that the City Council adopt Authorizing Resolution No. 2020-038 on behalf of the City of Baldwin Park and authorize the Chief Executive Office to submit a PLHA Application to HCD.

FISCAL IMPACT

Adoption of this resolution creates no fiscal impact.

BACKGROUND

The HCD is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties. HCD issued a Notice of Funding Availability (NOFA) dated February 26, 2020 under the Permanent Local Housing Allocation (PLHA) Program and the City of Baldwin Park is eligible to apply for funding in an amount up to $488,178 to administer eligible activities under PLHA Program such as the predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-,Very low-, Low-, or Moderate-income households and/or Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI.

The City of Baldwin Park is pursuing several affordable housing projects where PLHA funds could possibly be invested. Staff will return at a later date for the City Council to consider the funding of those projects.

ALTERNATIVES

The alternative is to not approve staff's recommendation to apply for PLHA Program Funding.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

1. Resolution No. 2020-038

Resolution No. 2020-038
City of Baldwin Park

AUTHORIZING RESOLUTION

The Mayor and the City Council of the City of Baldwin Park, a California Municipal Corporation ("Applicant"), hereby consents to, adopts and ratifies the following resolution:

A. **WHEREAS**, the Department is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

B. **WHEREAS**, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program;

C. **WHEREAS**, Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

D. **WHEREAS**, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA ($488,178) in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. ***If applicable:*** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), “entity” means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

5. ***If applicable:*** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

6. ***If applicable:*** Pursuant to Applicant’s certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

7. ***If applicable:*** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

8. ***If applicable:*** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

9. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

10. Shannon Yauchzee, Chief Executive Officer, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City of Baldwin Park this 15th day of July, 2020 by the following vote:

AYES:____________ABSTENTIONS:__________NOES:____________ABSENT:__________

Signature of Approving Officer
[Insert printed name and title of Approving Officer]

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of [***Name of Attesting Officer***] does hereby attest and certify that the [foregoing / attached] Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Baldwin Park which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:___________________________________
Signature of Attesting Officer
[Insert printed name and title of Attesting Officer]

ITEM NO. 5

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Benjamin Martinez, Director of Community Development

PREPARED BY: Carol Averell, Housing Manager

DATE: July 15, 2020

SUBJECT: Certification of the Neighborhood Housing Partners Inc., as a Community Housing Development Organization (CHDO) Eligible to Receive HOME Investment Partnerships Program Funds

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SUMMARY

Staff requests the City Council to consider and approve the certification of the Neighborhood Housing Partners Inc. to be eligible to receive HOME Investment Partnerships Program (HOME) funds for future acquisition and rehabilitation of properties in Baldwin Park for homeownership opportunities.

RECOMMENDATION

Staff recommends that the City Council certify Neighborhood Housing Partners Inc. (“NHP) as a Community Housing Development Organization (CHDO) for the City of Baldwin Park.

FISCAL IMPACT

There is no impact to the General Fund.

BACKGROUND

The City of Baldwin Park (“City”) as an entitlement city, receives HOME funds annually from the U.S. Department of Housing and Urban Development (HUD) to implement a variety of housing activities which benefit low-income residents. As a condition of the receipt of HOME funds, a portion must be set aside for a special type of non-profit housing organization designated under the HOME Program as a CHDO. The City received $303,680 in HOME funds for Fiscal Year 2020-2021 and has also program income and prior year’s funds totaling $1,525,508 available that can be allocated to CHDOs and developers for future affordable housing projects.

The City has an open process allowing CHDOs interested in working in Baldwin Park to submit their CHDO applications. NHP submitted their qualifications and also met with City staff to discuss potential rehabilitation project opportunities. A final project has not been identified at this time. After completing the CHDO certification process staff will meet with NHP to discuss formal project proposals. Once the project has been reviewed and analyzed for subsidy eligibility staff will bring this item back to Council at a future date to approve the project and CHDO funding allocation.

NHP is a CHDO that operates exclusively to support and benefit the San Gabriel Valley Habitat for Humanity. NHP seeks to eliminate poverty housing throughout the Sab Gabriel Valley and around the world by working with economically disadvantaged people to help them create better human habitat in which to leave and work with the primary goal being to provide decent, affordable housing to low-and moderate income individuals and families.

In accordance with HUD guidelines, CHDOs must meet the qualifications and criteria outlined in the HOME regulations in order to be eligible as recipients of HOME funds.

These criteria includes the following:

- Developer is a nonprofit organization formed in accordance with local/state laws;
- No earnings go to benefit any individual member, founder, contributor, or individual of the organization;
- The organization is a 501(c) exempt;
- The organization's purpose is the provision of decent housing that is affordable to low-and moderate income people;
- Developer meets financial accountability standards;
- Developer demonstrates a capacity to carry out HOME program activities;
- Developer has a history of serving the community;
- Developer meets certain organizational structure and membership requirements;
- The organization provides a formal process for low-income program beneficiaries to advise in the decision making process; and
- The organization is not a profit seeking entity.

Staff has reviewed the CHDO qualification criteria set by HUD and has determined NHP satisfies each criteria based upon documentation provided.

LEGAL REVIEW
Legal review is not required for the CHDO certification.

ALTERNATIVE
City Council may direct staff with a desired alternative.

ATTACHMENTS
None

ITEM NO. 6

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Hofford, Police Commander

DATE: July 15, 2020

SUBJECT: Approval of Contract for Police Helicopter Service with Los Angeles County

SUMMARY
This report requests City Council approval to enter into a contractual agreement with the County of Los Angeles for police helicopter service.

RECOMMENDATION
Staff recommends that the City Council approve the proposed contract provided by the Los Angeles County Sheriff's Department.

FISCAL IMPACT
Use of the County helicopter is not a flat-rate service, it is billed by the minute spent on scene. However, staff has examined actual annual costs to three other client cities who use the County police helicopter service: West Covina, Montebello and Monterey Park. For FY 2019-20, the average cost to these cities was $13,921.00. Comparing this average cost to Baldwin Park's current cost to the City of El Monte ($18,848 for FY 2019-20), combined with the cost of the Baldwin Park police officer pilot due to retire in August, staff believes that switching to service with the County will result in a positive impact to the general fund of approximately $200,000 per year.

The account number for police helicopter service is 100.30.340.51100.00000.

BACKGROUND
The City of Baldwin Park has contracted with the City of El Monte for police helicopter service for over twenty years. During that time one of our police officers has become a fully licensed pilot and flight instructor. Because Baldwin Park provides a pilot to El Monte's helicopter program, Baldwin Park's program costs have been minimal: less than $19,000 per year. Our pilot has recently announced his pending retirement. When he retires our program cost will triple under the terms of the agreement.

Staff has searched for additional savings opportunities for the City. Contracting with the County will cost less than El Monte's cost. In addition, once the pilot retires, his position with the City will remain unfilled during this time of economic crisis. These combined savings result in the projected positive impact to the general fund listed above.

The Los Angeles County Sheriff's Department provides free police helicopter service in any emergency, life-threatening, or mutual aid situation. The County only bills for helicopter service for other uses than those described. Examples of billed service may include checking a building rooftop at an alarm call, taking aerial photographs of a crime or accident scene, etc.

ALTERNATIVES
1. Continue service with the City of El Monte at triple the current cost.

2. Have no non-emergency helicopter service.

LEGAL REVIEW

The proposed Memorandum of Understanding has been approved by the City Attorney as to form and content.

ATTACHMENTS

1. Helicopter Law Enforcement Services Agreement By and Between County of Los Angeles and City of Baldwin Park.
2. Los Angeles County Helicopter Law Enforcement Services Master Rate Sheet, FY 2020-21.

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF BALDWIN PARK

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HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF BALDWIN PARK

This Helicopter Law Enforcement Services Agreement ("Agreement") is entered into this _____ day of ____________, 2020, by and between the County of Los Angeles ("County") and the City of Baldwin Park ("City")

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and

Whereas, the County is agreeable to rendering such air support services, as available, on the terms and conditions set forth in this Agreement; and

Whereas, this Agreement is authorized by Sections 56 ½ and 56 ¾ of the County Charter and California Government Code section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County, by and through the Sheriff's Department, agrees to provide as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein to the City.

1.2 As available, the Sheriff's Department will, upon request by City, provide air support to the Baldwin Park Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities. The Sheriff's Department however makes no guarantee of the availability of air units for deployment when requested by the City to perform the services herein. The Sheriff's Department may cancel the provision of services at any time whatsoever if the Sheriff's Department concludes that there are insufficient personnel or air units to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

1.3 For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications facilities, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Baldwin Park Police Department's ground units via the Baldwin Park Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.

1.5 Except as otherwise specifically set forth in this Agreement, helicopter law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.

2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.3 With regard to Paragraphs 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.

2.4 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.

2.5 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment.

2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

3.1 The City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

3.2 The County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall commence July 1, 2019 or upon execution by the Sheriff of the County, whichever is later, and shall terminate June 30, 2024, unless sooner terminated or extended in whole or in part as provided for herein.

4.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.

5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.

5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

6.1 For and in consideration of the rendition of the helicopter law enforcement services to be performed by the County for the City under this Agreement, the City agrees to pay the County for said services at the hourly billing rate set forth on Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) of this Agreement.

6.2 The hourly billing rate set forth on Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) of this Agreement shall be readjusted annually by the County Auditor-Controller effective July 1 of each year, published by the County, and attached as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and practices adopted by the County Board of Supervisors.

6.3 The City agrees to pay for helicopter responses to requests for services in non-emergent, non-life threatening, and non-mutual aid activities. The rate charged to the City for helicopter responses to non-emergent, non-life threatening, and non-mutual aid requests will be on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The City shall only be charged for the helicopter time that the air unit spends over the site of the incident. Time traveling to and from the incident will not be charged. Helicopter service in mutual aid or life-threatening situations or activities are part of County-wide services.

6.4 Life-threatening/mutual aid and non-life-threatening/non-mutual aid situations are further defined in Attachment B (Los Angeles County Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)) of this Agreement. Final determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Department Aero Bureau.

7.0 PAYMENT PROCEDURES

7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

7.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

8.0 AMENDMENTS

8.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City.

8.2 Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any supplemental agreements referenced in Paragraph 7.2 of this Agreement.

8.3 In accordance with Paragraph 6.2 above, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment A (Helicopter Law Enforcement Services Master Rate Sheet). The revised Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

9.1 A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

10.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

10.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

11.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Bureau Captain
211 West Temple Street, 7th Floor
Los Angeles, California 90012

12.3 Notices to the City shall be addressed as follows:

City of Baldwin Park Attn: Chief of Police 14403 E. Pacific Ave Baldwin Park, California 91706	City of Baldwin Park Attn: City Manager 14403 E. Pacific Ave Baldwin Park, California 91706

13.0 VALIDITY

13.1 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

14.1 No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

15.1 This Agreement, including Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) and Attachment B (Los Angeles County Sheriff's Department Air Support Policy - Field Operations Directive 89-8 (Revised 03-02-93)), and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement.

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HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF BALDWIN PARK

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its authorized representative.

COUNTY OF LOS ANGELES

By____________________________
Alex Villanueva, Sheriff

Date ____________________________

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By ____________________________
Principal Deputy County Counsel

City of Baldwin Park

By ____________________________
Manuel Lozano, Mayor

APPROVED AS TO FORM:

By ____________________________
Robert Tafoya, City Attorney

Date ____________________________

APPROVED AS TO CONTENT:

By ____________________________
Chris Hofford, Police Commander

Date ____________________________

ATTACHMENT A

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT

Helicopter Law Enforcement Services Master Rate Sheet

As set forth in Section 6.0, Billing Rates, this Attachment establishes the hourly billing rate for agreed upon helicopter law enforcement services performed by the County for the Fiscal Year 2020/2021, commencing on July 1, 2020.

Hourly Rate: **$1456.06**

ITEM NO. 7

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Manuel Carrillo Jr., Director of Recreation & Community Services

DATE: July 15, 2020

SUBJECT: Approval to Enter into an Agreement between the City of Baldwin Park and the San Gabriel Valley Council of Governments (SGVCOG) Homeless Programs

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SUMMARY

The purpose of this report is to seek a Memorandum of Agreement (MOA) between the City of Baldwin Park and the San Gabriel Valley Council of Governments (SGVCOG) for $215,000 in the following homeless programs:

1). Implementation of the City's Homeless Plan for the Housing Navigator Services Program ($52,000) and the Emergency-Housing Response for Prevention/Diversion Program ($148,000).

2). Development and implementation of a Prevention and Diversion Program to prevent City residents from becoming homeless at ($15,000).

3). Regional Landlord Outreach and Incentive Program (no cost).

RECOMMENDATION

Staff recommends that the City Council:

1). Approve the Memorandum of Agreement between the City of Baldwin Park and the San Gabriel Valley Council of Governments (SGVCOG) to implement the Grant Funds; and

2). Authorize the Chief Executive Officer to execute the Memorandum of Agreement between the City of Baldwin Park and the San Gabriel Valley Council of Governments (SGVCOG); and

3). Authorize the Director of Recreation and Community Services to execute further documents and reporting.

FISCAL IMPACT

Authorize the allocation of $200,000 from the General Fund to implement the Homeless Programs and Authorize the SGVCOG to reimburse $200,000 to the City's General Fund for the Programs.

BACKGROUND

The San Gabriel Valley Council of Governments (SGVCOG) is a regional planning entity comprised of the thirty cities, the County of Los Angeles, and the water districts in the San Gabriel Valley. The SGVCOG advocates for regional and member interests and develops and manages regional programs to support its member jurisdictions.

In fiscal year 2019-20, the SGVCOG received funding for homeless programs in its member jurisdictions. The SGVCOG was allocated $5,625,000 in the FY 2019-20 State Budget, included at the request of State Senator Susan Rubio. The SGVCOG was also allotted $1,541,876 by the County of Los Angeles, through a newly developed Innovation Funds program, which allocated carry-over Measure H funding to the County's Councils of Governments.

In January 2020, the SGVCOG worked with staff from its member cities to identify regional homeless programs and to develop a framework and approach to distribute funding. The proposed programs and formulas were designed to maximize regional programs in order to take advance of economies of scale, ensure equity, and provide cities with the ability to more easily access funds that could be used to implement their homeless plans. Funding was allocated to cities based on population for the implementation of their homeless plans. Each city was also allocated funding to develop and implement a homeless prevention and diversion program and could apply for funding to implement innovative pilot programs. Finally, the City of Baldwin Park opted-in to a regional landlord outreach and incentive program.

To access funding, the City of Baldwin Park was required to submit an application and scope of work outlining the proposed activities, approach, and budget, and, upon submittal of the applications, to execute a memorandum of agreement (MOA) with the SGVCOG which defines the programs and activities to be completed.

An overview of the activities and programs included in the City's scope of work can be found below:

Homeless Plans Implementation ($200,000)

The City of Baldwin Park was allocated $200,000 to implement its homeless plan efforts. The following tasks will be completed with this funding:

- <u>Housing Navigator Services ($52,000 on Reimbursement Basis)</u>: The SGVCOG procured regional housing navigator services to allow cities to share housing navigation services, thus reducing the cost for each individual city. A housing navigator performs case management services for clients and assists clients in obtaining housing. For participation in this regional program, each city will receive 1/6 of a housing navigator and $24,000 in "vouchers" that can be used to place clients into housing. All funding must be expended by May 31, 2022.

- <u>Emergency-Housing Response for Homeless Prevention/Diversion Program ($148,00 on Reimbursement Basis)</u>: The City of Baldwin Park is allocating implementation grant funds to further assist the Homelessness Prevention/Diversion Program in the amount of $148,000. The City of Baldwin Park proposes to develop an emergency housing response program under the direction of the Baldwin Park Housing Division and Recreation and Community Services to support individuals and families in the City of Baldwin Park who are newly homeless or are at risk of becoming homeless by providing rental and mortgage assistance to allow them to remain in their current permanent housing. The City of Baldwin Park has seen a decrease in evictions since 2008. However, the City's 2015 eviction rate (number of evictions per 100 renter homes in the area) of 1.05% remains slightly higher than the County of Los Angeles' 0.79% eviction rates.

  The prevention program model that will be adopted by the City of Baldwin Park will focus on the following strategies to assisting lower-income households in gaining self-sufficiency, thus reducing the likelihood the household will enter into a housing crisis that could trigger homelessness. The City of Baldwin Park will also focus on prevention models that focus on specific populations, such as assisting highly vulnerable populations who experience homelessness at higher rates, and those affected by emergency situations, or COVID-related loss of income.

  Target Population: Individuals and families currently housed but are at imminent risk of becoming homeless. Examples are listed below.
    - Persons renting a unit and facing eviction for nonpayment of rent and/or utilities.
    - Persons living in housing that has been condemned or declared uninhabitable.
    - Persons who are doubled-up with friends and family or couch-surfing.
    - Persons staying in a hotel/motel (for which they are paying).
    - Persons affected by COVID-19 due to loss of income.
    - Persons without legal status (if permitted)

Homeless Prevention & Diversion Programs ($15,000)- Awarded by SGVCOG in increments of $5,000.

The City of Baldwin Park was allocated $15,000 to develop and implement a homeless prevention and diversion programs. Homeless prevention and diversion programs are targeted towards residents at-risk of becoming homeless or those that are recently homeless. The intent of this program is to initiate “problem solving” conversations with a client in order to identify actions needed to either ensure they remain in housing or move them quickly into housing and provide supportive services. Potential outcomes based on problem solving conversations would include resolving conflicts with roommates, providing short-term rental assistance to prevent eviction, and helping a client reunite with family members. Ten percent of funding must be expended by May 31, 2021, and the all remaining funding must be expended by December 31, 2021.

Regional Landlord Outreach and Incentive Program (no cost)

The SGVCOG allocated $400,000 to a regional landlord outreach and incentive program that was open to any city for participation. The intent of this program is to augment an existing Homeless Incentive Program (HIP) operated by the County of Los Angeles, which encourages and incentivizes landlords to rent their available units to homeless Section 8 voucher holders. Monetary incentives include providing holding fees, application fees, move-in assistance (e.g. security deposit), and vacancy loss payments. The SGVCOG procured and selected two consultants to implement this program: Union Station Homeless Services – a homeless services provider in the San Gabriel Valley – and S. Groner Associates – a public outreach and engagement firm. The selected consultants will work with each participating city to develop a plan and approach to engage landlords and to implement the incentive program in each participating city.

The MOA with the SGVCOG outlines the responsibilities of both the City and the SGVCOG. Responsibilities of the SGVCOG include administering and managing regional programs, reviewing and paying cities’ eligible invoices within thirty days of approval, reviewing and approving procurement processes, and providing regional coordination through meetings and calls. Responsibilities of the City include participating in regular working group meetings and other regional coordination meetings, abiding by approved procurement processes, administering contracts and programs, submitting quarterly invoices and reports, and submitting deliverables as required. The MOA and associated scopes of work are included as Attachment A.

ALTERNATIVES

The alternative would be to not enter into the MOA agreement.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney's Office as to legal form and content.

ATTACHMENTS

1). Memorandum of Agreement between the City of Baldwin Park and the San Gabriel Valley Council of Governments (SGVCOG) to implement the Homeless Programs.

MEMORANDUM OF AGREEMENT

CITY HOMELESS PROGRAM MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF XX AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

This Memorandum of Agreement ("MOA") is by and between the City of Baldwin Park (City) and the San Gabriel Valley Council of Governments (SGVCOG) to be effective as of the date signed by both Parties.

RECITALS:

A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies;

B. The SGVCOG entered into a contract with the County of Los Angeles for the purposes of administering Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley;

C. The SGVCOG received funding from the State of California via the 2019 Budget Trailer bill for the purposes of combating homelessness in the San Gabriel Valley;

D. The SGVCOG allocated a portion of this funding towards the implementation of member cities' previously-developed homeless plans, the development of programs to prevent homelessness, the implementation of pilot programs, and the implementation of a landlord education and incentive program;

E. The City seeks to develop homeless programs;

F. The City's homeless programs will support strategies and solutions to prevent and decrease homelessness within the City, based on local concerns and priorities;

G. The City and the SGVCOG have a shared desire to successfully develop homeless programs, as defined in the attached scope of work (Exhibit A), to combat homelessness in the San Gabriel Valley; and

H. The City and the SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree to the following:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the date upon which all eligible expenditures have been reimbursed. The term of this MOA may be extended by mutual agreement of both Parties by way of an amendment to this MOA.

II. RESPONSIBILTIES OF EACH OF THE PARTIES:

A. SGVCOG

1. Undertake procurement, execute, and manage consultant and service provider contracts as necessary for regional homeless programs.
2. Review and pay properly submitted invoices for regional homeless programs and eligible City homeless program activities.
3. Manage invoicing and reporting schedules and deadlines.
4. Review submitted deliverables and reports from the City and notify City as to any additional that is required.
5. Coordinate participation in conference calls and/or meetings as necessary.
6. Review and approve procurement procedures for City's use of funds.
7. Hold monthly Homeless Working Group meetings with City's project manager to support information sharing.
8. Provide payment to the City within 30 days of approval of a City's invoice.

B. City

1. Must maintain membership in the SGVCOG during the entire term of this MOA.
2. Participate in monthly Homeless Working Group meeting.
3. Provide a point-of-contact with name, title, and contact information.
4. Participate in scheduled conference calls and/or meetings throughout the term of this MOA.
5. Manage the homeless programs and activities to be implemented by the City, as such are described in Exhibit A.
6. Respond to SGVCOG requests related to the City's programs in a timely manner.
7. Submit procurement procedures for City's use of funds under this MOA for approval by the SGVCOG.
8. Procure and administer funding received from the SGVCOG in accordance with SGVCOG-approved procurement procedures. Submit contracts or purchase orders executed with third-party vendors to the SGVCOG for authorization prior to the performance of work thereunder for which the City will be requesting reimbursement.
9. Submit rates for City staff time for SGVCOG approval prior to City staff performing work for which the City will seek reimbursement.
10. Submit deliverables and reports to the SGVCOG in accordance with the schedule included in Exhibit A.
11. Submit invoices to the SGVCOG in accordance with the schedule included in Exhibit B.
    a. For homeless plan implementation and pilot programs, submit quarterly invoices on a reimbursement basis.
    b. For prevention and diversion program, submit monthly invoices and provide evidence to the reasonable satisfaction of SGVCOG that funds have been expended in accordance with this MOA, as a condition precedent to receipt of next allotment of $5,000.

III. PROJECT MANAGEMENT:

A. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager:

Samantha Matthews
SGVCOG Management Analyst
1000 S. Fremont Ave, Unit 42
Bldg. A10-N, Suite 10210
Alhambra, CA 91803
626.457.1800
smatthews@sgvcog.org

B. For purposes of this MOA, the City of XX designates the following individual as its Project Manager:

Name
Title
Address
Phone
Email

C. Additional parties' contacts include the following individuals:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
mcreter@sgvcog.org

D. Either Party may change its Project Manager or contacts upon written notice to the other Party.

IV. TERMINATION:

A. This MOA may be terminated by either Party at any time and for any reason. Termination will occur 30 days after written notice is issued by a Party to the other Party's Project Manager. The City shall stop work and not incur any additional expenses upon receipt of or issuance of such notice, except that which is reasonable and necessary to effectuate the termination. The City shall be entitled to reimbursement for eligible expenses that are reasonably and necessarily incurred up to the date that such termination is effective.

B. This MOA may be terminated for cause at any time for a material default by one of the Parties upon written notice to the applicable Project Manager. In the event of termination for cause, termination will be in effect three days after deposit of the written notice in the U.S. Mail, postage pre-paid, unless otherwise stated at a later time in the written notice.

V. INSURANCE AND INDEMNITY:

A. Neither the SGVCOG or its respective officers, employees, consultants or volunteers (the “SGVCOG Indemnitees), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the City or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA.

B. Neither the City or its respective officers, employees, consultants or volunteers (the “City Indemnitees), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the SGVCOG or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA

C. The City shall indemnify, defend and hold the SGVCOG Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the City’s obligations under this MOA, unless caused by the negligence or willful misconduct of SGVCOG.

D. The SGVCOG shall indemnify, defend and hold the City Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG’s obligations under of this MOA, unless caused by the negligence or willful misconduct of the City of XX.

VI. OTHER TERMS AND CONDITIONS:

A. In performing this MOA, neither the City nor SGVCOG is a contractor, agent or employer of the other. Neither the City or SGVCOG shall represent themselves as contractors, agents or employees of the other Party and shall have no powers to bind the other Party in contract or otherwise.

B. This MOA, along with the applicable funding requirements of the SGVCOG’s agreement with the County of Los Angeles, constitute the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended except in writing signed by the Parties.

C. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.

D. Neither Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Party, nor any assignment without consent shall be void and unenforceable.

E. This Agreement shall be governed by California law and any applicable federal law.

F. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

In witness whereof, the Parties enter into this MOA on the date of last execution by the Parties.

FOR THE CITY OF BALDWIN PARK

By: ____________________________
Shannon Yauchzee
Chief Executive Officer

Date: ___________________________

APPROVED AS TO FORM:

____
Robert N. Tafoya
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: ____________________________
Marisa Creter
Executive Director

Date: __________________________

APPROVED AS TO FORM:

____
David DeBerry
General Counsel

ITEM NO. 8

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Shannon Yauchzee, Chief Executive Officer
Laura J. Thomas, Human Resources/Risk Manager

DATE: July 15, 2020

SUBJECT: Approval of Employment Agreement with Robert A. Lopez for the Position of Interim Chief of Police

SUMMARY

The attached Agreement for Interim Chief of Police ("Agreement") with Robert A. Lopez is presented for approval by the City Council.

RECOMMENDATION

It is recommended that the City Council authorize the City Attorney to draft the Agreement with Robert A. Lopez for the position of Interim Police Chief and direct the Mayor and City Clerk to execute it.

FISCAL IMPACT

There is no fiscal impact as the current Chief of Police will be voluntarily vacating the position on or about August 2, 2020.

BACKGROUND

After going through a competitive selection process, the City Council gave the CEO direction to negotiate a contract with Mr. Lopez and bring it back to open session for final action. Mr. Lopez has the qualifications and experience for this position. If approved, the Agreement will be effective July 15, 2020.

The Agreement sets the annual base pay compensation for the Interim Chief of Police at a flat rate of $15,321.49 per month as per the City of Baldwin Park Comprehensive Pay Schedule. The Interim Police Chief is expressly an "At-Will**"** employee and serves at the pleasure of the City Council. This position is a temporary non benefited position as outlined in the employee's agreement.

In accordance with the Personnel Rules for Interim positions, the duration of the acting assignment is expected to be a maximum of six months. Under special circumstances, however, the CEO may be permitted to extend the assignment on a month to month basis at the City's sole discretion. The incumbent is not a member of the CalPERS retirement system. Therefore, the rules which normally apply to retired annuitants or out of class assignments are not applicable for this acting appointment.

ALTERNATIVES

The City Council may choose to go back into closed session for additional negotiations.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

Not Applicable

ITEM NO. 9

STAFF REPORT

TO: **Honorable Mayor and Members of the City Council**

FROM: **Sam Gutierrez, Director of Public Works**

DATE: **July 15, 2020**

SUBJECT: **Approval of the Safe Clean Water (SCW) Program Revenue Transfer Agreement between the City of Baldwin Park and Los Angeles County Flood Control District for the City of Baldwin Park's Forty Percent (40%) Annual Allocation**

SUMMARY

This report is requesting City Council approval of a Revenue Transfer Agreement with the Los Angeles County Flood Control District (LACFCD) for the forty percent (40%) of annual Safe Clean Water (SCW) Program tax revenues approved by voters in November 2018 as part of Measure W. The annual allocation to the City of Baldwin Park is for the implementation, operation, maintenance and administration of the Safe, Clean Water Program investments to improve the quality of life for communities most exposed to pollution and vulnerable to climate change.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Transfer Agreement between the City of Baldwin Park and the Los Angeles County Flood Control District for the City's annual allocation of funds from the Safe Clean Water (SCW) Program; and
2. Authorize the Director of Finance to make necessary budget adjustments and appropriate projected FY 2020-21 Measure W funds in the amount of $720,000; and
3. Authorize the Director of Public Works to act as the signature authority and process necessary documents to satisfy Measure W funding requirements.

FISCAL IMPACT

There is no impact to the City's General Fund. The Transfer Agreement will allow for the disbursement of voter approved funds to the City of Baldwin Park. Projects funded by this new revenue source will be added to the City's operational and Capital Improvement Program (CIP) budgets. Fiscal impact analysis and expenditure details and be brought to the City Council for approval on a project-by-project basis. In order to receive its apportionment, the City is required to enter into an agreement with LACFCD. The following table outlines the projected revenue for FY 2020-2021:

Estimated Annual Revenue	Amount
Measure W - Safe Clean Water Program	**$ 720,000**
Total	**$ 720,000**

BACKGROUND

On November 6, 2018, Measure W for the Safe Clean Water Program was approved by Los Angeles County voters. This multi-benefit measure provides cities, including the City of Baldwin Park and Los Angeles County with funds to capture, treat, and recycle stormwater within the various watershed areas. Funding is provided through a parcel tax of 2.5 cents per square foot of impermeable land area (buildings, concrete, etc). Stormwater, rainwater that flows over the ground and directly into the San Gabriel River, becomes polluted from natural and chemical materials, litter, and other waste. Through

Measure W funding, the City of Baldwin Park will invest in infrastructure projects and programs which comply with federal and state laws regulating water quality and reduce the amount of polluted stormwater flowing into the San Gabriel River, which recharges the groundwater that is approximately half our drinking water supply.

Infrastructure projects and programs will have nature-based solutions, water quality, water supply, and community investment benefits. Measure W funding will increase drought preparedness, improve water quality and public health, promote green jobs, and ensure investment in enhanced quality of life for the City of Baldwin Park's residents and businesses.

DISCUSSION

Measure W Special Parcel Tax revenues collected by LACFCD will allocate ten percent (10%) to the District for implementation and administration of projects, forty percent (40%) to cities within the District, in the same proportion as the amount of revenues collected within each city, and fifty percent (50%) to regional programs and projects within various watershed groups.

To ensure that the City of Baldwin Park remains eligible to receive Measure W funds for FY 2020-21, an annual expenditure plan will be submitted, the first of which, is due within 45-days of the signed executed agreement. LACFCD will disburse the City's SCW Program Payment for the 2020- 21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for the 2020-21 Fiscal Year. The initial disbursement of SCW Program Payments will include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.

ENVIRONMENTAL

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" under Section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment.

ALTERNATIVES

1. The City Council may choose not to adopt the Transfer Agreement. This action is not recommended as the City will lose SCW Program revenue which can be used for various improvements citywide.
2. Provide Staff with alternative direction.

LEGAL REVIEW

None Required.

ATTACHMENTS

1. Transfer Agreement with LACFCD

TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
BALDWIN PARK
AGREEMENT NO. 2020MP06
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM

This Transfer Agreement, hereinafter referred to as “Agreement,” is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Baldwin Park, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Baldwin Park	
Name:		Name:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.

B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.

C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District’s receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.

B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.

C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.

D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.

E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BALDWIN PARK

By: ______________________________

Name:

Title:

Date: ______________________________

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: ______________________________

Name:

Title:

Date: ______________________________

EXHIBIT A – ANNUAL PLAN CONTENTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.

3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.

2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.

3. Municipality shall file a copy of all audit reports by the ninth (9^{th}) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year		
Fiscal Year	**Audit Begins**	**Audit Report Due to District**
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.

2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5^{th}) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

Fiscal Year Transferred	**Funds Lapse After**	**Extension Request Due**	**Commit By**
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:

    a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or

    b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.

2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.

3. The Municipality shall notify the District promptly of the following:

    a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.

    b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.

    c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:

    a. Amount of funds received;

    b. Breakdown of how the SCW Program Payment has been expended;

    c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;

    d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;

    e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;

    f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.

    g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.

    h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.

    i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):

   i. Annual volume of stormwater captured and treated
   ii. Annual volume of stormwater captured and reused
   iii. Annual volume of stormwater captured and recharged to a managed aquifer
   iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
   v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.

   vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.

3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.

6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.

3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.

4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	•Partial restoration of existing riparian habitat and wetlands •Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted •No potable water used to sustain the wetland	• Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 21 and 40 different native plant species newly planted •No potable water used to sustain the wetland	• Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted •No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regular inspection and maintenance of pet waste stations
    - Maintaining trash receptacles
    - Removal of trash, debris, and blockages from bioswales
    - Inspection and cleaning of trash booms
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
        - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth
        - Prevent encroachment of adjacent property and provide vertical clearance
        - Inspect for dead or diseased plants regularly

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
        - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.

    - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
    - Inspection should be performed at least monthly.
    - Recover, replace, or refasten displaced or damaged valve box covers.
    - Inspect and repair bubbler heads.

  - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

ITEM NO. 10

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sam Gutierrez, Director of Public Works

DATE: July 15, 2020

SUBJECT: Approval of a Contract Change Order for Additional Hours Needed to Complete the Implementation of Tyler Technologies' EnerGov Platform for Permitting and Plan Check Software for Business License, Planning, Building, Public Works and Community Enhancement

SUMMARY

This item seeks City Council consideration for the approval of change order for cost associated with additional work required to complete the implementation of the City's new electronic Permit and Plan Check software system. The change order will allocate an additional 450 hours estimated to complete the implementation of the system. The additional hours are needed for final configuration, training and user acceptance testing of the system prior to deployment.

RECOMMENDATION

It is recommended that the City Council authorize the Director of Public Works to execute a contract change order in the amount of $78,750 for additional hours needed to complete the implementation of the EnerGov Permitting System.

FISCAL IMPACT

There is no impact to the General Fund. The project is included in the FY 2019-20 CIP program and will be carried over to the FY 2020-21 CIP. Current budget levels will cover the cost of the change order and therefore no additional appropriations are necessary.

BACKGROUND

In a desire to streamline and integrate the various divisions processes and functions the City decided to look into implementing a computer-based system that would be compatible with the various division's workflows. On June 20, 2016 the City Council approved a contract with Tyler Technologies to configure and implement the EnerGov Permit and Plan Check software services platform system which was determined to best fit the needs of the City. The system integrates the various City functions performed by the divisions under one comprehensive and unifying platform.

On December 4, 2019, the City Council approved a renewal to the contract that incorporated changes to services and subscription costs. The contract renewal allowed the City to establish a new pricing structure through renegotiated subscription rates and discounts. In addition, savings were realized by eliminating various software capabilities included in the original contract that were not critical for the implementation of the system. The cost for the proposed change order will be covered by the savings achieved in the renewal of the contract.

DISCUSSION

During the course of the past three years, Staff has been working closely with Tyler Technologies staff on the configuration and implementation of the system. The challenges involved in moving paper-based processes and older software programs to an all-new system have been tedious and arduous. Despite these challenges, the team has been able to make significant strides over the last year. The system was originally expected to be ready for testing by March 2020, but the recent

COVID-19 pandemic has impacted the schedule. The configuration of the system is progressing, however and it will be ready for user acceptance testing (UAT) by the September/October time frame. Once testing is completed, a soft systems launch will be initiated where staff will be trained in how to use it. Full deployment of the system is expected by end-of-year 2020.

ENVIRONMENTAL REVIEW
None required.

ALTERNATIVES
The City Council may choose:

1. Not to approve the change order at this time and direct staff to renegotiate further with Tyler Technologies. This action is not recommended as it will delay the implementation of the system. Costs related to additional delay may offset any potential savings.
2. To direct staff with a desired alternative.

LEGAL REVIEW
Not required.

ATTACHMENTS
1. EnerGov Change Order
2. Tyler Award of Contract Staff Report, June 2016
3. Contract Renewal Staff Report, December 2019

Baldwin Park, CA - Change Order:TY-EG-2020-395

Tyler Technologies

Title: Baldwin Park - Add'l 450 Hours to Complete Project
Contract: 2016-0115
Date: 6/10/2020
Client Project Manager: Sam Gutierrez
Tyler Project Manager: Crockett, Jill

PROPOSED CHANGE

Change Description

Project has been on hold with changes to client staff resulting in a review of all case types. Some additional build effort with custom case types.

IMPACT OF CHANGE

Schedule

Task	Overall Shift In Weeks
Case Type Assess and Define, Build, UAT and Production Cutover	**14**

Cost

Tasks:	Task Category	Fixed Fee	Billable Hrs.	Non-Billable Hrs.	Rate
Project Management	Billable		100		$175
Implementation	Billable		350		$175
	-				$
	-				$
	-				$
	-				$

Est. Billable Effort: 450 Est. Non-Billable Effort: 0

Est. Billable Value: $78750 Est. Non-Billable Value: $0 Fixed Fee Value: $0

Change Total: $78750

Acceptance

Note: No changes may be made to this project without the agreement of the Project Manager(s) and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies Project Manager.

Approval Date	Title	Approved By	Signature
	Project Manager	Crockett, Jill	Jill Crockett
	PMO Manager	Olsen, Jamie	Jamie Olsen
	Implementation Manager	Mabrouk, Mo	Mo Mabrouk
	Data Service Manager	Johnson, David	David Johnson
	Training Manager	-	-
	Delivery Manager	-	-
	Director, Professional Services	Rich, Jeff	Jeff Rich
	VP, Professional Services	Stubbs, Peter	Peter D. Stubbs
	Client Manager		

ITEM NO. 12

STAFF REPORT

TO: Honorable Mayor and City Councilmembers

FROM: Rose Tam, Director of Finance
Dan Wall, Public Works Director

DATE: June 20, 2016

SUBJECT: AWARD CONTRACT FOR COMPUTER SOFTWARE SYSTEMS AND IMPLEMENTATION SERVICES FOR FINANCE, PAYROLL, BUSINESS LICENSE, HUMAN RESOURCES, PLANNING, BUILDING, PUBLIC WORKS, AND CODE ENFORCEMENT.

SUMMARY

This item approves an agreement with Tyler Technologies to provide Finance, Payroll, Business License, Human Resources, Planning, Building, Public Works, and Code Enforcement Software System(s) and Implementation Services.

FISCAL IMPACT

Finance, Payroll & Human Resources

The cost to purchase and implement the new software system is $225,432 with an estimated travel cost of $21,500. In the current fiscal year, $50,000 has been appropriated in account #401-10-140-51101-00000-2. The remaining cost of $196,932 will come from the Future Development Fund (Fund #200) and will be included in the budget for fiscal year 2016-17.

The estimated cost for the hardware need to support this system is $60,000. This amount has been already appropriated in the current fiscal year in account # 404-10-140-58110-00000-2.

The savings from the annual maintenance fee for the current system will substantially pay for the Tyler software cost by year 8 (see attachment 1).

Planning, Building, Code Enforcement, Public Works, and Business License

Since 2007, a General Plan Technology Fee (GPTF) has been assessed on every project submitted for plan check to the Building, Planning and Engineering Divisions. The GPTF is based upon the project's valuation with a minimum fee of $20.00. Submittals for entitlements such as a conditional use permit or design review, a flat fee of $7.00 is assessed on each submittal.

The estimated Year One cost for this software system is $164,730 with an estimated travel cost of approximately $8,500. It is anticipated that any hardware costs will be minimal and will also be paid by the GPTF. Beginning with the fiscal year on July 1, 2016, staff is proposing to appropriate $200,000 from Fund #235 in order to cover the Year One cost for the permitting system for Planning, Building, Code Enforcement, Public Works and Business License. Recurring annual fees of approximately $55,000 in subsequent years would be paid on a pro-rata basis by each of the various Divisions and would come from application fees or additional application assessments and not the General Fund.

RECOMMENDATION

Staff recommends that the City Council approve the proposed agreement with Tyler Technologies, Inc. for the two systems and requisite implementation services and authorize the Mayor to execute the agreement (Attachment #2).

BACKGROUND/DISCUSSION

Finance and Human Resources

For about a decade, Finance and HR Departments have been using Governmental & Enterprise Management Solutions (GEMS), a financial management system, supported by Harris Computer System. The system is limited for our purpose and is unable to integrate with other programs, such as permitting, planning, and community events. As such, many activities are tracked in other systems or through other means.

Other limitations of GEMS include:

- Inability to access to multiple screens at the same time.
- Some reports do not provide grand totals.
- The detail reports cannot be imported to formatted spreadsheet.
- Inability to produce aging reports for our staff to determine accounts receivable collections and accounts payable payments.
- Inconvenience with technical support since the company's technical support location is in a different time zone.

Finance Department searched for a financial management system that would provide a centralized integrated system. An RFP was sent out and the City received proposals from four software companies as listed below with their proposed price:

Vendor Name	Description of Software	Total Upfront Costs (a)	Maintenance Fee for 5 Years	Estimated Travel Costs	Total Cost Over 5 Years (Estimate)
Tyler Technologies, Inc. (b	Incode	225,432	151,095	21,500	398,027
Tyler Technologies, Inc. (b	New World	289,965	87,630	30,000	407,595
Harris ERP	Innoprise	204,200	280,535	20,070	504,805
Denovo Ventures, LLC (c)	JD Edwards EnterpiseOne	$ 1,079,059	$ 226,719	$ 159,632	$ 1,465,410
(a) Includes license fee, staff training, and implementation services.					
(b) Annual maintenance fee is waived for the 1st year and the total is based on 4 years.					
(c) Due to high price, no software demo was requested.					

Based on the demonstrations, staff agreed that Tyler Technologies Incode system was the preferred choice for a centralized integrated system. The system would provide the City with the ability to provide all departments a user-friendly platform for requesting and tracking items such as requisitions, purchase orders, and budgets. This would streamline requests and create an electronic work flow process that would provide a proper audit trail and documentation of the approval process, which increases efficiency, internal control, and transparency.

Other noteworthy qualifications of Tyler Technologies Incode Financial system include:

- Detail capability gives staff a quick and easy way to see the detail behind the numbers, financial review and oversight, as well as analysis of transactions to ensure accurate reporting.
- Budgeting capability can generate budgets for multiple years for use in forecasting and scenario analysis. Department Heads could create, monitor, and manage their own budget at a detail level.
- Implementation of online job applications and employee portals.
- Provides an electronic timesheet submittal for employees.
- Allows payroll to generate State Controller and IRS reports.

City staff has referenced three cities that implemented Tyler Technologies system. The three cities are: City of Lake Elsinore, City of Rosemead, and City of Duarte. They all highly praised Tyler Technologies Incode system.

Building, Planning, Public Works, Code Enforcement and Business License

Current systems utilized by the various Divisions range between excel spreadsheets and paper files (Planning), HdL (a financial system utilized for building permits and business license), Accela (Code Enforcement), and paperfiles/permits for Public Works. None of the various existing systems talk to each other or work in tandem.

In an effort to have one system that is compatible with everyone's different functions, on October 15, 2015, Community Development staff circulated a Request for Proposal (RFP) for permit tracking & streamlining Software. Responses to the RFP were due on November 5, 2015. The City received fourteen (14) responses and due to the number of responses, decided to interview the top four (4) firms ranked on a variety of criteria included in the RFP, including System Functionality, Conceptual Planning and Implementation, Overall Cost, Support & Maintenance and Qualifications/References. The four (4) firms interviewed are as follows:

Vendor Name	Description of Software	Cost for Year 1	Maintenance fee for 5 Years	Estimated Travel Costs	Total Cost Over 5 Years (Estimate)	Miscellaneous Information
The Davenport Group	Uses LAMA as a platform, web-based	$323,000	$101,000	$12,180	$436,000	No CA customers. GIS is included
SmartGov	Paladin Data Systems – both web and cloud based	$98,000	$21,000	$5,000	$187,000	GIS not included. Would require a separate dedicated GIS server owned and maintained by the City.
Sungard	Both web and cloud based, GIS would be by the City	$216,000	$260,000	$17,250	$493,250	GIS not included. Would require a separate dedicated GIS server owned and maintained by the City.
Tyler	Cloud and/or web based	$164,730	$200,000	$8,500	$373,230	GIS is included

We anticipate the software by Tyler (EnerGov) will integrate existing property assessment, business license registration, public works, code enforcement, geographic information systems and existing document imaging software (Laserfishe). The core purpose of the system is to enhance customer service, increase transparency of the City processes, ensure data accountability, reduce permit processing time, decrease unnecessary staff workload, provide consolidated reporting and permit tracking across all department and Divisions, and prevent compromised data security.

The software by Tyler will track and report on all kinds of permit applications through the carious Planning, Building, Public Works, Business License and Code Enforcement processes, including the following records: owner, address, parcel, contractor, inspections, fees, receipts, license, and code enforcement actions with real time web-based input and reporting capabilities.

LEGAL REVIEW

This report and the agreement have been reviewed by the City Attorney.

ALTERNATIVES

1. Execute the agreement with Tyler Technologies, Inc. (Incode and EnerGov Systems) for the Finance, Payroll, Human Resources, Building, Planning, Public Works, Code Enforcement, Business License Systems and requisite Implementation Services.
2. Maintain the current variety of different systems in each Department and upgrade at a later date.

ATTACHMENTS

1. Maintenance Fee for *Finance, Payroll and HR System* Comparative Analysis
2. Tyler Technologies, Inc. (Incode System) Agreement for Software License and Implementation Services

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license and/or provide the software products and perform the services set forth in the Investment Summaries and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement, including the Exhibits thereto.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Baldwin Park, CA.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the EnerGov Investment Summary, which in all events shall not exceed 200 gigs of Data at any time.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services, as set forth in the EnerGov Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"EnerGov Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Schedule 1 to Exhibit A.
- **"EnerGov Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the EnerGov Investment Summary and licensed by us to you through this Agreement.
- **"EnerGov Statement of Work"** means the implementation plan describing how our professional services will be provided to implement the EnerGov Software, and outlining your and our roles and responsibilities in connection with that implementation. The EnerGov Statement of Work is attached as Schedule 1 to Exhibit E.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without

limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **"Incode Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Schedule 2 to Exhibit A.
- **"Incode Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Incode Investment Summary and licensed by us to you through this Agreement.
- **"Incode Statement of Work"** means the implementation plan describing how our professional services will be provided to implement the Incode Software, and outlining your and our roles and responsibilities in connection with that implementation. The Incode Statement of Work is attached as Schedule 2 to Exhibit E.
- **"Investment Summary(ies)"** means the EnerGov Investment Summary and the Incode Investment Summary attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the EnerGov Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the EnerGov Software, and includes the right to access and use the EnerGov Software, receive maintenance and support on the EnerGov Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"Service Level Agreement"** or **"SLA"** means the service level agreement for the EnerGov Software, attached hereto as Exhibit D.
- **"Statement(s) of Work"** means the EnerGov Statement of Work and the Incode Statement of Work.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit F.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means the EnerGov Software and the Incode Software.
- **"we"**, **"us"**, **"our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – INCODE SOFTWARE LICENSE

1. License Grant and Restrictions.

    1.1 We grant to you a license to use the Incode Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Incode Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Incode Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

    1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

    1.3 You may not: (a) transfer or assign the Incode Software to a third party; (b) reverse engineer, decompile, or disassemble the Incode Software; (c) rent, lease, lend, or provide commercial hosting services with the Incode Software; or (d) publish or otherwise disclose the Incode Software or Documentation to third parties.

    1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

    1.5 The right to transfer the Incode Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

    1.6 We reserve all rights not expressly granted to you in this Agreement. The Incode Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Incode Software and the Documentation. **The Incode Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Incode Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee, all of which will be provided to you upon your written request. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Incode Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Incode Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Incode Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – ENERGOV SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS

Services solely for your internal business purposes for the number of Defined Concurrent Users only. The EnerGov Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the EnerGov Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the EnerGov Software, as further described in Section E(2).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section J(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the EnerGov Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the EnerGov Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the EnerGov Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, EnerGov Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the EnerGov Software will perform without Defects during the term of this Agreement. If the EnerGov Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section E(2), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the EnerGov Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the EnerGov Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the EnerGov Software. Unauthorized attempts to access files, passwords, or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION D – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statements of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summaries. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summaries are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summaries will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summaries contain, and the Statements of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Incode Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be

liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION E – MAINTENANCE AND SUPPORT

1. Incode Software. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Incode Software under the terms of our standard Maintenance and Support Agreement.

   If you have opted not to purchase ongoing maintenance and support services for the Incode Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Incode Software on a time and materials basis. In addition, you will:

   (i) receive the lowest priority under our Support Call Process;
   (ii) be required to purchase new releases of the Incode Software, including fixes, enhancements and patches;
   (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Incode Software;
   (iv) be charged for a minimum of two (2) hours of support services for every support call; and
   (v) not be granted access to the support website for the Incode Software or the Tyler Community Forum.

2. EnerGov Software. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   2.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the EnerGov Software (limited to the then-current version and the immediately prior version);

   2.2 provide telephone support during our established support hours;

   2.3 maintain personnel that are sufficiently trained to be familiar with the EnerGov Software and Third Party Software, if any, in order to provide maintenance and support services;

   2.4 make available to you all major and minor releases to the EnerGov Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   2.5 provide non-Defect resolution support of prior releases of the Energov Software in accordance with our then-current release life cycle policy.

   We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the EnerGov Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the EnerGov Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION F – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summaries, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summaries. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software - Incode. Upon payment in full of the Third Party Software license fees set forth in the Incode Investment Summary, if any, you will receive a non-transferable license to use such Third Party Software and related documentation for your internal business purposes only. Your license rights to such Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software listed in your Incode Investment Summary. The installation cost is included in the installation fee in the Incode Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software listed in your Incode Investment Summary, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software listed in the Incode Investment Summary to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Software – EnerGov. As part of the SaaS Services, you may receive access to Third Party Software as listed in the EnerGov Investment Summary and related documentation for internal

business purposes only. Your rights to the Third Party Software listed in the EnerGov Investment Summary, if any, will be governed by the Third Party Terms.

4. Third Party Products Warranties.

4.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

4.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

4.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

5. Maintenance. If you have a Maintenance and Support Agreement in effect for the Incode Software, you may report defects and other issues related to the Third Party Software listed in the Incode Investment Summary directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION G – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summaries per our Invoicing and Payment Policy, subject to Section G(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERM AND TERMINATION

1. Term.

1.1 EnerGov Software. The initial term of this Agreement with respect to the EnerGov Software is three (3) years from the first day of the month following the Effective Date, unless earlier terminated as set forth below. After the first day of the month following the Effective Date, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the EnerGov Software and the SaaS Services will terminate at the end of this Agreement. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

1.2 Incode Software. The license grant to the Incode Software is perpetual, subject to the restrictions set forth in Section C.

2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

3. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

4. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. <u>General Indemnification</u>.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. LIMITATION OF LIABILITY. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT FOR THE INCODE SOFTWARE, THE TOTAL ONE-TIME FEES SET FORTH IN THE INCODE INVESTMENT SUMMARY PLUS THE TOTAL YEAR ONE SAAS FEES SET FORTH IN THE ENERGOV INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT FOR THE INCODE SOFTWARE, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE FOR THE INCODE SOFTWARE PLUS THE THEN-CURRENT ANNUAL SAAS FEES FOR THE ENERGOV SOFTWARE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).**

5. EXCLUSION OF CERTAIN DAMAGES. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in

good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summaries do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the

event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summaries
	Schedule 1: EnerGov Investment Summary
	Schedule 2: Incode Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Incode Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	EnerGov Service Level Agreement
Exhibit E	Statements of Work
	Schedule 1: EnerGov Statement of Work
	Schedule 2: Incode Statement of Work
Exhibit F	Third Party Terms

[Signature Page to Follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Baldwin Park, California
By:____________________	By:____________________
Name:____________________	Name:____________________
Title:____________________	Title:____________________
Date:____________________	Date:____________________

<u>Address for Notices</u>:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

<u>Address for Notices</u>:
City of Baldwin Park
14403 East Pacific Avenue
Baldwin Park, CA 91706
Attention: Rose Tam

tyler technologies

Exhibit A
Investment Summaries

The following Investment Summaries detail the software, products, and services to be delivered by us to you under the Agreement. The Investment Summaries are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Remainder of Page Left Intentionally Blank]

Exhibit A
Schedule 1
EnerGov Investment Summary

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Permitting & Land Management Suite (PLM)	$169.00	10	$20,280.00
EnerGov Licensing and Regulatory Management Suite (LRM) - $169 per month per user	$0.00	3	$6,084.00
Extensions:			
EnerGov Citizen Access Web Portal - Permitting & Land Mgmt (PLM)	$1,250.00	Site License	$15,000.00
EnerGov e-Reviews	$1,250.00	Site License	$15,000.00
EnerGov Citizen Access Web Portal - Licensing & Reg Mgmt (LRM)	$1,250.00	Site License	$15,000.00
EnerGov IG Workforce Apps	$49.00	5	$2,940.00
EnerGov Report Toolkit	$196.00	Site License	$2,350.00
EnerGov Decision Engine	$833.00	Site License	$9,999.00
Sub-Total:			$86,653.00
Less Discount:			*$31,673.00*
TOTAL:			**$54,980.00**

EnerGov Professional Services

Description	Hours	Unit Price	Extended Price	Year One Maintenance
EnerGov Project Management Services	100	$175.00	$17,500.00	$0.00
EnerGov Onsite Training & Production Support Services	100	$175.00	$17,500.00	$0.00
EnerGov Report Development Services	10	$250.00	$2,500.00	$500.00
EnerGov Professional Implementation Services	370	$175.00	$64,750.00	$0.00
EnerGov Fundamentals Training	40	$175.00	$7,000.00	$0.00
TOTAL:			**$109,250.00**	**$500.00**

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$54,980.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$109,250.00	$500.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$109,250.00**	**$55,480.00**
Year One Contract Total	**$164,730.00**	
Estimated Travel Expenses	**$8,500.00**	

Comments

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov monthly fees are rounded, excluding cents.

Exhibit A
Schedule 2
Incode Investment Summary

Investment Summary
Rose Tam
City of Baldwin Park

tyler technologies

Prepared for:	**City of Baldwin Park**	**Contract ID #:**	**2016-0115**
Contact Person:	Rose Tam	**Issue Date:**	**04/27/16**
Address:	14403 East Pacific Avenue Baldwin Park, CA 91706	**Sales Rep:**	**K. Winget**
Phone:	626-960-4011 Ext. 254		
Fax:			
Email:	rtam@baldwinpark.com	**Tax Exempt:**	***Yes / No***

	Software License Payments					
Product, Service & Equipment	**Upon Execution**	**Upon Available Download Date**	**Upon Earlier Of***	**As Delivered**	**Totals**	**Annual Fees**
Total Applications Software						
License Fees - INCODE Financial Suite	14,253	34,208	8,552		57,013	31,000
License Fees - INCODE Personnel Management Suite	5,913	14,190	3,548		23,650	
License Fees - INCODE Customer Relationship Management Suite	5,363	12,870	3,218		21,450	
License Fees - INCODE Document Management Suite	5,375	12,900	3,225		21,500	
Less Discount	(4,635)	(11,125)	(2,781)		(18,542)	
Total Professional Services						
Implementation				57,000	57,000	
Project Management & Final Implementation				20,361	20,361	
Data Conversion				43,000	43,000	
Annual Services						
Tyler On Demand - Tyler U						950
Totals	**26,268**	**63,043**	**15,761**	**120,361**	**225,432**	**31,950**

*** Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.**

Please Note: Travel expenses will be billed as incurred.

Annual Fees for the above items for 5 years will be as follows:
Year 1 - $31,950
Year 2- $32,909
Year 3- $33,896
Year 4- $34,913
Year 5- $36,061

Software Licenses

Rose Tam
City of Baldwin Park
April 27, 2016

Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Fee
Incode Financial Management Suite				57,013	19,000	12,543
Core Financials		88	11,000			
(General Ledger, Budget Prep, Bank Recon, Accounts Payable)						
Positive Pay						
Purchasing		36	4,500			
Fixed Assets		16	2,000			
Project Accounting		12	1,500			
Incode Personnel Management Suite				23,650	25,000	9,613
Personnel Management		80	10,000			
Employee Self Service *(Number of FTE Employees)*	150	60	7,500			N/C
(Employee Portal)						
ESS Time & Attendance (Number of FTE Employees)	150	60	7,500			4,410
Incode Customer Relationship Management Suite				21,450	6,000	4,114
Cashiering	1	32	4,000			
(Support Credit/Debit Cards via ETS, PCI Compliant)						
Cashiering Receipt Import (Generic Interface)		Included	Included			
Miscellaneous Accounts Receivable	1	16	2,000			
Incode Content/Document Management Suite				21,500	7,000	4,730
Incode Printing and Reporting Solutions						
Standard Forms Package	1	Included	Included			
(4 Overlays for Financials, 5 Overlays for CRM, 1 Logo)						
Secure Signatures *(includes 2 signatures)*	1	Included	Included			
Output Director						
Output Director		8	1,000			
(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)						
Content Management						
Tyler Content Manager Standard Edition (TCM SE)	1	48	6,000			
(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)						
Note: Proposal includes unlimited users on all software applications as well as no additional license fees for future upgrades to software applications						
Professional Services					20,361	
Business Process Review/Discovery		32	4,000		4,000	
Project Management			12,361		12,361	
Post Implementation Onsite Assistance		32	4,000		4,000	
Incode Application Subtotal		456	57,000	123,613	57,000	31,000
Professional Services		64	16,361		20,361	
Preferred Client Discount				(18,542)		
Application and System Software Total		520	73,361	105,071	77,361	31,000

Professional Services

Rose Tam
City of Baldwin Park
April 27, 2016

Conversion Services	QTY	Programming Fee	Hours	Estimated Services	Conversion Fee
Financial Applications					25,500
General Ledger		6,000	8	1,000	
- Chart of Accounts					
- Budget (2 years + Current)					
- Transaction History (2 years + Current)		500	4	500	
Accounts Payable		5,000	4	500	
- Vendor Master Info, address, primary contact					
- 1099 Balances (current year)					
Transaction History (2 years + Current)		1,000	8	1,000	
Vendor Notes, Additional Contacts		1,000	4	500	
Fixed Assets		3,000	8	1,000	
- Assets information with improvements, totals only, no history)					
Project Accounting		3,500	8	1,000	
- Project Notes, Accounts (Open Projects Only)					
- Project Account Budgets (Open Projects Only)					
- Project Account Detail (Open Projects Only)					
Personnel/Payroll Applications					17,500
Personnel Management/Payroll		8,500	48	6,000	
- Basic Employee Information - employee master, address, primary contact, standard dates (i.e. hire, birth, termination, leave), standard phones (work, home, cell), current direct deposit, current position, retirement, employee deductions, employee taxes					
- Current Year Leave Balances					
- Current Year detailed employee pay history - paycheck earnings, earning distribution, deductions and taxes OR current year quarterly summarized history					
Direct Deposit detailed history 2 years + Current	1	500	4	500	
Detailed Employee Information	1	1,000	8	1,000	
- Additional contacts, dependent details, notes, additional dates (i.e. anniversary, seniority), additional phones (i.e. spouse, fax)					
Conversion Services Total		30,000	104	13,000	43,000

Tyler On Demand - Tyler U

Rose Tam
City of Baldwin Park
April 27, 2016

Service	Annual Fee
Tyler On Demand - Tyler U	
Tyler U Subscription	950

- E-learning courses available for all employees during the subscription period
- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications
- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards
- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention
- Available 24/7
- New courses created continually

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org

Tyler Online Training Center Total	**950**

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summaries. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summaries as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Incode Software.

   1.1 *License Fees*: License fees for the Incode Software are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Incode Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Incode Software in live production or 180 days after the Available Download Date.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Incode Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. The foregoing notwithstanding, annual maintenance fees for the Incode Software included in the Investment Summary as of the Effective Date are as follows: Year 2 - $32,909.00; Year 3 - $33,896.00; Year 4 - $34,913.00; Year 5 - $36,061.00. Your fees for each subsequent year will be set at our then-current rates.

2. EnerGov Software.

   2.1 *SaaS Fees*: SaaS Fees are invoiced on an annual basis, beginning on the Effective Date. Your annual SaaS fees for year 1 are set forth in the EnerGov Investment Summary. Thereafter, your annual SaaS fees will be at our then-current rates.

3. Professional Services.

   3.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summaries.

   3.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

3.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

3.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

3.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summaries do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five days = one checked bag
   - Six or more days = two checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

Exhibit C
Incode Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Incode Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Incode Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Incode Software are listed in the Incode Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Incode Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Incode Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Incode Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Incode Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support

services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Incode Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

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Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources
A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
EnerGov Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the EnerGov Software is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the EnerGov Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that the EnerGov Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the EnerGov Software is intended to be 24/7/365. We set Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of one quarter of the then-current SaaS Fee. To the extent any credit is identified in any quarter, it will accumulate, and all credits will be deducted from the SaaS Fee for the immediately following year. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the quarter following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your credits will be reissued in that following quarter.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit E
Statements of Work

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Exhibit E
Schedule 1
EnerGov Statement of Work

[Attached as a separate document]

Statement of Work

Software and Implementation Services

Prepared for:

City of Baldwin Park
Dan Wall
14403 East Pacific Avenue, Baldwin Park, California 91706

Prepared by:
Chuck Newberry
2160 Satellite Boulevard, Duluth, GA 30097

Tyler Technologies, Inc.
www.tylertech.com

DATE
5/9/2016

Tyler Resources Purchased

The total professional services hours set forth in the Investment Summary have been allocated to the project as follows:

Billable Hours and Expenses in Scope

- Project Management Services = 100 resource hours
- System Configuration Services = 370 resource hours
- System Administration / Fundamentals Training = 40 resource hours
- End User Training & Production Support = 100 resource hours
- Report Development Services = 10 resource hours
- Data Conversion Services = 0 resource hours
- Travel Expense Estimate based on 5 on-site trips (where a "trip" is defined as onsite travel of up to five business days)
    - The project plan, addressed below, will give detail on when Tyler expects to be traveling onsite over the course of the project.
    - NOTE: A typical "onsite week" is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day. Exceptions may apply to best serve the needs of the project.

Business Scope (Transactions and Automation)

- Unique Business Transactions in Scope = up to 0 Transactions
- Template Business Transactions in Scope = up to 20 Transactions
- Geo-Rules within Scope = up to 10 Geo-Rules
- Intelligent Objects and IAA's within Scope = up to 10 IO/IAA
- Custom Reports/Output documents within scope = up to 1 reports
- Integrations within scope = 0 No integrations within Scope (agency to leverage EnerGov SDK/API)
- Data Conversion Sources within scope = 0 (per data source)

"Business transaction" is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)
- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event

"Template" transaction is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

"Geo-Rule" is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• **Alert**	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• **Block**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• **Block with Override**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
• **Fee Date**	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• **Filed Mapping**	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• **Required Action**	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• **Required Step**	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• **Zone Mapping**	• The zone(s) automatically populate on the "Zones" tab of the record (i.e. plan, permit, code case, etc.).

"Intelligent Object (IO)" is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

"Intelligent Automation Agent (IAA)" is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

"EnerGov SDK API (Toolkits)" are defined by:

- API's developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.
  Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

Estimated Timeline

An estimated timeline for the EnerGov implementation may be provided. Project timelines are living, fluid documents subject to change. Any estimates provided are for the Customer's initial planning and resource allocation purposes. Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected at **9-10 months from the project "kick-off" event through to the start of the production stage for a single project phase.** This timeline is estimated only based on scope of services included in the Investment Summary and is subject to change based on project factors uncovered during project planning activities and mutually available resource levels from both the customer and Tyler Technologies at the time of project initiation.

Tasks

The following tasks have been arranged for this project, with responsibility definitions for both Tyler and Customer as follows:

- **Own** – Ownership of the task throughout
- **Participate** – Active, ongoing participation in the task throughout
- **Advise** – Advisory role as needed by the other party
- **None** – No planned/required involvement by the designated party

Upon completion of a task, the customer will have an opportunity to review the deliverable, if any, associated with the task. The customer will have a five-day business window within which to identify to Tyler a deviation from the warranties provided in the parties' agreement. In the event a deviation is identified and confirmed, Tyler will address the deviation according the services warranty provision set forth in the Agreement, as applicable. When a corrected deliverable has been resubmitted for review, that process shall repeat. Upon Stage completion, Tyler will provide the customer with a Work Acceptance Form to document that all tasks within the Stage have been successfully delivered. The customer must return the completed Work Acceptance form within five business days of receipt, or the Stage will be deemed "accepted."

Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

Stage 0 - Software Delivery

Objectives:

- Tyler software is made available the customer

Tasks:

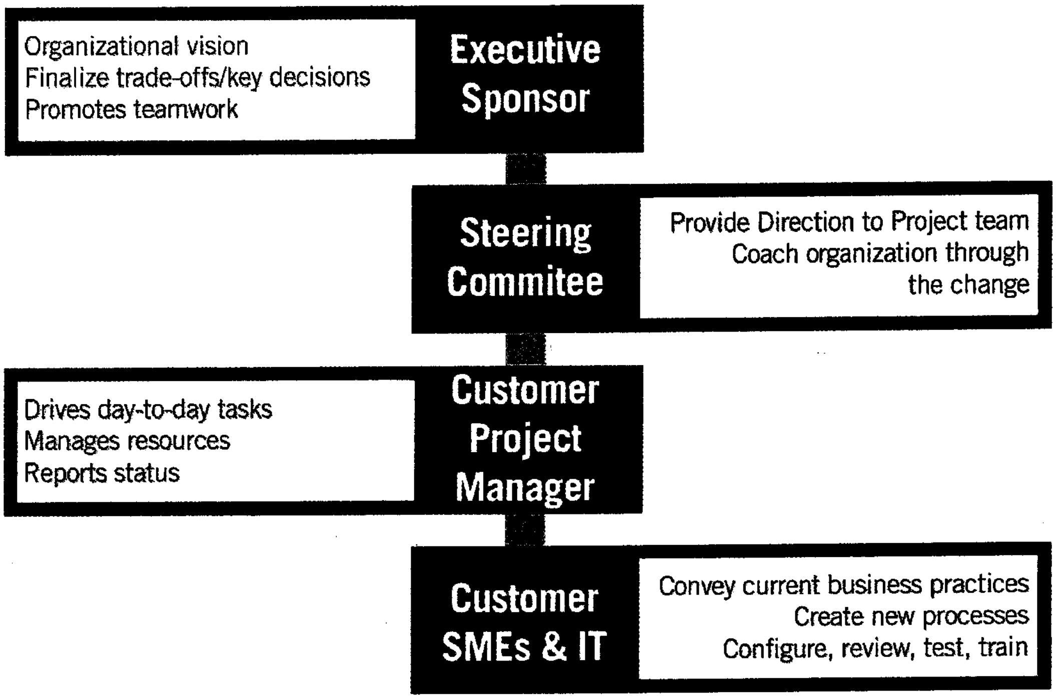
Software Delivery		
Tasks	**Tyler**	**Customer**
SaaS: Tyler makes the software service available.	Own	None

Stage 1 - Initiation & Planning

Objectives:

- Introduction to project and detailed review of Stages, Tasks and Milestones/Deliverables
- Distribution of forms and gathering of high-level organizational and process information
- Establishment of Customer Governance Structure as outlined below - Please see Attachment D for further details on the responsibilities of the various resources involved in the customer's project team
- Establishment of communication channels (Project Manager, SMEs, Permitting Systems Coordinator, etc.)
- Assessment of IT infrastructure and needs
- Planning for staff mobilization & allocation
- Create project plan, including baseline project schedule

Required Customer Governance Structure



Tasks:

Initiation & Planning		
Tasks	**Tyler**	**Customer**
Conduct Planning/Initiation Introductory Phone Call	Own	Participate
Assign Project Team Members and Establish Governance Structure	Advise	Own
Provide/Assign facilities for Tyler on-site activities	Advise	Own
Identify non-working days (i.e. vacations, holidays, etc.)	Own	Participate
Define procurement and configuration plan for necessary hardware, non-EnerGov systems software and networking infrastructure by the customer as specified by SOW Attachment C	Advise	Own
Provide Tyler remote access (when needed) to required server for Tyler software installation and system configuration	Advise	Own
Deliver and review Process and Configuration Collection Templates	Own	Participate
Create SharePoint site to manage project deliverables, documents, and UAT	Own	None
Deliver and review Project Status Report Template	Own	Participate
Deliver and review Sample Signoff Form	Own	Participate
Deliver and review GIS requirements and best practices	Own	Participate

documentation		
Deliver and Discuss EnerGov API Documentation and Ownership of Programming Against the API	Own	Participate
Deliver and review Data Conversion Template Database (DCT-DB), ERDs and usage documentation	Own	Participate
Prepare programs/databases for integration	Advise	Own
Identify and document project risks and resolutions	Own	Participate
Amend project scope/SOW as needed	Own	Participate
Deliver and review Project Plan (including project schedule)	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Project Planning & Initiation Stage Sign Off to Customer	Own	None
Return Project Planning & Initiation Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Initiation and Planning Stage

Stage 2 - Assess & Define

Objectives:

- Team Training –System Admin /EnerGov Fundamentals
- Tyler to gain an understanding about how customer conducts business
- Translate business understanding into the "to-be" documented EnerGov configuration definition documentation
- Define custom report requirements and prioritize custom report requirements to prepare or refine customer report hours estimate or to determine whether additional hours are needed via a change order
- Define and map data conversion requirements (see section titled Data Conversion)
- Define integration specifications, as applicable
- Define and map, based on provided API's, interface requirements, as applicable

Data Conversion within scope		
System Name	Details	Comments
N/A		

System Integrations within scope	
System Name	Comments
N/A	

Tasks:

Assess & Define

tyler technologies

Tasks	Tyler	Customer
Team Training	Own	Participate
Identify Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)	Advise	Own
Scope and document EnerGov configuration design document per business transaction / process	Own	Participate
Deliver ArcGIS base map service(s) to Tyler	Advise	Own
Develop Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage	Own	Participate
Deliver and review Project Definition Documents	Own	Participate
Determine which EnerGov API's will be utilized (if applicable)	Advise	Own
Confirm whether EnerGov API's will be developed against by client or via 3rd party vendor (if applicable)	None	Own
Deliver and review list of out-of-the-box standard reports, documents, dashboards and search consoles in order to identify any gaps in report coverage that may require custom report development	Own	Participate
Develop Report Specifications	None	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	Own	Participate
Develop integration specifications (if applicable)	TBD	TBD
Deliver and review integration specifications to Customer (if applicable)	TBD	TBD
Other tasks as identified	Own for respective team	Own for respective team
Deliver Assess & Define Stage Sign Off to Customer	Own	None
Return Assess & Define Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Assess & Define Stage

Stage 3a –System Configuration

Objectives:

- Configure the core EnerGov software in accordance with configuration definitions from Assess & Define stage

Tasks:

System Configuration		
Tasks	Tyler	Customer
Deploy Pre-production environment to house the	Advise	Own

configuration system as defined by Tyler's Hardware / Infrastructure requirements documentation		
Configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage	Own	Participate
Perform ongoing reviews with customer as configuration progresses	Own	Participate
Deliver populated Data Conversion Template Database (DCT-DB)	None	Own
Complete Basic Configuration Reviews	Own	Participate
Deliver System Configuration Stage Sign Off to Customer	Own	None
Return System Configuration Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of System Configuration Stage

Stage 3b – Configuration - Internal Test

Objectives:

- Conduct initial operational test to ensure that Tyler has the information and configurations necessary to complete report development and data conversions
- Confirm basic system configuration to ensure proper operation

Tasks:

Internal Test		
Tasks	**Tyler**	**Customer**
Provide users logins for key Customer staff	Own	None
Conduct basic system configuration testing/retesting walkthrough	Own	Participate
Record testing results in SharePoint	None	Own
Resolve any system issues identified	Own	None
Other tasks as identified	Own for respective team	Own for respective team
Deliver Internal Testing Stage Sign Off to Customer	Own	None
Return Internal Testing Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Internal Test Stage

Stage 4 - Build

Objectives:

- Develop Custom Reports per defined requirements, if any

- Import data from Data Conversion Template Database (DCT-DB) into master EnerGov database
- Development of scoped and defined integrations, as applicable
- Development against EnerGov API's through in-house or 3rd party developer (if applicable)

Tasks:

Build		
Tasks	**Tyler**	**Customer**
Review populated Data Conversion Template Database (DCT-DB) with EnerGov Data Services team member(s)	Advise	Own
Import data into EnerGov master database from populated Data Conversion Template Database (DCT-DB)	Own	None
Produce, deliver and review internally tested import of legacy data into EnerGov master database	Own	Participate
Produce, deliver and review internally tested custom reports per defined requirements (if applicable)	Own	Participate
Produce, deliver and review internally tested integrations per defined requirements (if applicable)	TBD	TBD
Provide and review the documented cut over strategy	Own	Participate
Develop against EnerGov API	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Stage Sign Off to Customer	Own	None
Return Build Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Build Stage

Stage 5a - System Acceptance Planning

Objectives:

- Create test scripts based on pre-determined functionality requirements criteria
- Provide system overview and administrator training for power users (i.e. customer testers, administrators and IT) (if applicable)
- Conduct testing and system validation for promotion to end user training

Tasks:

System Acceptance Planning		
Tasks	**Tyler**	**Customer**
Develop and review acceptance schedule and criteria	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training and testing needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise

Recommend test strategies, scenarios and best acceptance practices	Own	Participate
Provide sample test scripts, as requested	Own	Advise
Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)	Advise	Own
Provide standard training documentation, as available	Own	None
Create customer-specific training or business process documentation	None	Own
Provide System Overview and Administrator training for Power Users (if applicable)	Own	Participate
Deliver fully configured database for pre-System Acceptance Testing data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing	None	Own
Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver System Acceptance Planning Stage Sign Off to Customer	Own	None
Return System Acceptance Planning Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of System Acceptance Planning Stage

Stage 5B – Verification and System Acceptance

Objectives:

- Test and signoff on each delivered business process, suite or component based on criteria and scope
- System ready for production and promoted to a production and/or training environment
- "Ready for production" means that items that are not features enhancement or bugs that will allow the customer to move forward to User Training (Stage 6) and then go-live are addressed

Tasks:

Verification and System Acceptance		
Tasks	**Tyler**	**Customer**
Conduct testing of custom (if necessary) and standard reports	Advise	Own
Conduct testing of main EnerGov forms and end-to-end	Advise	Own

system functionality		
Conduct testing of produced integrations, if applicable	Advise	Own
Conduct testing of imported data	Advise	Own
Record testing results in SharePoint	None	Own
Resolve material System Acceptance Testing issues	Own	Participate
Retest until acceptance criteria developed in Stage 5A are met such that go-live can occur	Participate	Own
Identify out-of-scope configuration changes that do not impact System Acceptance based on predefined scope for post go-live change order	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Verification and System Acceptance Stage Sign Off to Customer	Own	None
Return Verification and System Acceptance Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Verification and System Acceptance Stage

Stage 6 - User Training

Objectives:

- Provide requisite hours of classroom and one-on-one training and knowledge transfer

Tasks:

User Training		
Tasks	**Tyler**	**Customer**
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Deliver fully configured database for pre-User Training data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training	None	Own
Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own
Provide standard training documentation, as available	Own	None
Conduct customer training	Own	Participate

Provide business process training to ensure end users understand impact of process/practice changes decided upon during course of implementation	None	Own
If "train the trainer" approach, conduct end-user training	None	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver User Training Stage Sign Off to Customer	Own	None
Return User Training Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of User Training Stage

Stage 7 – Production & Production Support

Objectives:

- Conduct final data import cutover
- Conduct final integration deployment
- Tyler to provide on-site production support prior to cutover to Help Desk (Maintenance and Support)

Tasks:

Production & Production Support		
Tasks	Tyler	Customer
Deliver fully configured database for Production data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for Production	None	Own
Conduct Production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production environment	None	Own
Provide onsite pre and post production support	Participate	Own
Define support logistics and schedule	Own	Advise
Assist customer as production issues arise	Own	Participate
Provide technical and functional user support	Participate	Own
Develop and maintain post-production issues list in SharePoint	Participate	Own
Ensure key/critical personnel are present and available to participate	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team

Deliver Production & Production Support Stage Sign Off to Customer	Own	None
Return Production & Production Support Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Production & Production Support Stage

Data Conversion

(See tasks associated with data transfer, above)

The following criteria are applied to Data Conversion

Data Format

The customer must provide data to Tyler in the Data Conversion Template Database (DCT-DB) structure, as set forth in the SOW Attachments. Providing data in this format will ensure that data is properly imported into the system. Data not provided in this structure will not be considered for import.

Data scrubbing/cleansing

Any data scrubbing should be done by the customer prior to populating the DCT-DB. Data scrubbing and cleansing is not included in the EnerGov proposal.

Required Fields

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov master DB without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the DCT-DB to fulfill the NOT NULL constraint. Tyler would write the default value as part of the conversion process.

Custom Fields

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the EnerGov software, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), the customer may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

Parsing data

The data format is defined based on the fields that exist in the EnerGov module (street number and street name, for example). If the customer would like that data to be converted, the customer will have to break out its legacy data so that it matches the EnerGov data fields.

Address Data: Tyler does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). Tyler will import the address data delivered (format) and map the fields to the best possible location in the EnerGov system. Tyler is not responsible for cleanup of inconsistent addressing.

Phone Numbers: Phone numbers are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

Business-Specific Rules

Business specific rules are handled in the software configuration process and cannot typically be mapped within the data conversion process. This includes but is not limited to EnerGov Intelligent Objects and EnerGov Case Workflows.

Calendars & Scheduling

EnerGov software can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

Key Project Assumptions

Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the customer is responsible for installing newer releases. Release notes are provided for all new versions.

- Customer will maintain primary responsibility for the scheduling of customer employees and facilities in support of project activities.
- Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Customer is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.
- Customer has, or will provide, a development/testing environment for import and interface testing as they are developed by Tyler.
- Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or

updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

- Tyler personnel shall attend executive project review committee meetings (internal) as needed.
- Out of scope deliverables will only be provided via a change order that is mutually agreed to.

Risk / Mitigation Strategy

The following are samples of common risks experienced during implementations of EnerGov and are provided herein to both educate the customer and set expectations around typical approaches Tyler will take to risk mitigation. Actual management of a risks/issue log will be handled through our project management plans developed by the Tyler Project Manager.

Project Schedule

Risk: Impact of various factors on baseline project schedule.

Mitigation: Given the fact that project schedules are working documents that change over the course of the project, Tyler will work closely with the customer to update, monitor, agree, and communicate any required changes to the project schedule.

Activity Focus

Risk: Minor activities consume time that should be dedicated to major activities of the project with the end result that time and/or costs overruns budget. Examples include meetings of little substance, or time spent investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both parties must focus squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy Interface Documentation

Risk: During the project, certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Customer should insure that APIs for interfacing to other systems, and/or a customer expert that understands the legacy database, are available to Tyler. If no such documentation or customer expertise exists, the customer will be responsible for coordinating with the third-party vendor to advise Tyler, at a potential additional expense to the customer (although not necessarily from Tyler).

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the customer is hosting any of those products. If the customer will be hosting the Tyler software, then the technology hosting that software should be robust and durable. Technology that barely meets minimum requirements today will be insufficient as the needs of the system grow.

Mitigation: Tyler will assist the customer in determining optimal technology and plans to guard against pre-mature obsolescence. The customer will also complete a hardware survey, initiated by our deployment team, to confirm that the customer's hardware is sufficient for the upcoming implementation.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for customer staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the customer. Customer personnel must participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase (Stage 7), the customer will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Customer Participation** – Tyler understands that customer staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports.
- **Managing Project Scope** - To implement the project on time and within budget, both the customer must acknowledge the scope of the project set forth in the parties' agreement, and, for services, refined over the course of the early project Stages described in this Statement of Work. Change Orders for additional items outside the scope must be submitted in advanced and signed by project stakeholders before work can begin on those items. Likewise, reductions of the defined scope will also require a Change Order.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Risk management
- Monitoring project budget
- Project Plan management using our expense and time-tracking tool/Excel
- Project document management using SharePoint
- Issue log management and escalation
- Status reporting
- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Customer Governance Structure

By mutual agreement, some project management tasks are shared between the Tyler project team and the customer Project Manager/stakeholders.

Development Tools

Configuration tools (the same ones Tyler will use to implement the system) are built-into the software. The customer has full access to them, and its administrators will be trained on them. EnerGov reports are developed in Crystal Reports, so any changes to customer reports does require a licensed copy of Crystal Reports. The EnerGov system does include a Crystal Report reader, so view-only users do not require a Crystal Reports license. In addition, if applicable, the customer and/or their 3rd party vendor will need to utilize industry-standard programming tools for any development against the EnerGov API toolkits.

Documentation

Tyler-provided documentation

Over the course of the staged implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- API Documentation (PDF)
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Customer-Provided Documentation

A definitive list of Customer-provide documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Tyler does not expect the customer to general documents that do not exist in the regular course of customer's business. Customer's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project.

Documentation originated by the Customer may include:

- API's for any third-party software system to which the Tyler software will interface and exchange data
- Import data documentation and in a format suitable for import into the Tyler software (please see section titled Data Conversion)
- Workflow documentation on the customer's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee schedules
- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the Tyler software

Attachment A. Acceptance Sign-off Form

City of Baldwin Park

Statement of Work

Monday, May 9, 2016

Acceptance Sign Off

Client:

Date:

Visit/Deliverable:

Tyler Technologies Use Only

☐ **Deliverable does NOT denote a payment milestone**

☐ **This deliverable denotes a payable milestone.**
Amount Due: $0.00

Deliverables	Performed By	Notes
Additional Signoff Notes:		

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: ______________________________

Signature: ______________________________

Date: ______________________________

(Please return signed copy to the Tyler Technologies project team)

Customer Notes:

Attachment B. Change Order Request Form

City of Baldwin Park

Statement of Work

Monday, May 9, 2016

Change Order Form

Client: ______________________ Date: ______________________

Generated By: ______________________

Authorized By: ______________________

Change Overview:

Narrative Description of Change:

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: ______________________

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment C. System Requirements

City of Baldwin Park

Statement of Work

Monday, May 9, 2016

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Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to http://check.tylertech.com

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Customer Roles & Skills Requirements

City of Baldwin Park

Statement of Work

Monday, May 9, 2016

Customer Roles/Skills Requirements

Project Collaboration

A successful Tyler enterprise implementation is a collaborative endeavor in which both Tyler Project Team members and agency personnel occupy specific roles (and the responsibilities associated therewith). While definitive client-side roles and skills may vary from project to project (depending on the agency's resource availability) the following designations represent the typical and recommended resource involvement for most agencies.

Executive Sponsor:

This role is typically an executive or managerial sponsor of either the IT group or a dominate business group that is ultimately responsible for the success of the project.

Typical positions: IT Director / Department or Division Director

Responsibilities include:

- Ultimate responsibility for the success of the project; serves as project champion.
- Creating a positive environment that promotes project buy-in.
- Driving the project through all levels of the agency.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Project Steering Committee:

This committee is formed by executive or managerial staff of every affected business group to be implemented.

Typical individuals include a committee of the following: CIO / Community Development Director / Finance Director / CBO / Planning Director / Public Works Director etc...

Responsibilities include:

- Ensure proper change management and leadership to departmental staff.
- Determine beneficial process change through automation as it is presented cross-departmentally.
- Monitor project from high level.

Customer Project Manager:

This role is typically a non-business group member (IT or support staff) of the agency's project team.

Typical positions: IT or applications support project manager

Responsibilities include:

- Serve as coordinator of the agency's Implementation team / subject matter experts.
- Assist in managing the project scope, deliverables and timeline with assistance from the Tyler Project Manager.
- Ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
- Develop and maintain the project resource plan in conjunction with the Tyler Project Manager.
- Schedule and coordinate project tasks with assistance from the Tyler Project Manager.
- Coordinate agency's Implementation team resources with all departments.
- Participate in daily project activities and track progress on project tasks.
- Hold meetings with project stakeholders to update on project status and to reach verdict on any escalated process decisions that need to be made.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Desired Skills/Experience:

- Previous project management experience as project manager
- Strong IT technical background
- Bachelor's Degree in Computer Science or equivalent experience
- Experienced with an iterative-based development approach
- SharePoint & Microsoft Project experience a plus
- Excellent knowledge of Customer Business Practices and Processes

Departmental System Administrators:

A user representative for each affected department is typically appointed for the entire lifecycle of the implementation and to serve as ongoing configuration support or "Systems Administrator" post the production phase of the EnerGov system.

Typical positions: Departmental or division subject matter expert and typically a direct member of the business group or of the business applications support group.

Responsibilities include:

- Being trained on the EnerGov .NET system at a System Administration level.
- Being fully engaged in the business analysis system configuration, reviews and UAT activities.
- Assist internal efforts towards the creation of reports, interfaces & conversions.
- Actively participate in the full implementation of Tyler's EnerGov software solution.
- Serve as ongoing departmental or division system configuration support post the production phase of the project

Desired Skills/Experience:

- Proficient in Crystal Reports
- Analytical/Problem Solving Skills
- Experience with other "configurable" enterprise applications such as PeopleSoft, SAP, etc.

Departmental Business Leads:

A user representative for each affected department must be appointed for the entire lifecycle of the implementation. Assigning competent business leads to assist in the project is highly recommended and can often determine the success of the implementation for their respective areas. These Business Leads are typically transitioned into Tyler "Power Users".

Typical positions: Departmental or division "power user" and member of the business group.

Responsibilities include:

- Attending assessment workshop sessions.
- Willing and able to gather data and make decisions about business processes.
- Assist as a knowledge-base in the creation of specifications for reports, interfaces & conversions.
- Review and test the system configuration.

Technical Lead:

A technical individual from the Information technology group that is responsible for the technical infrastructure support of the implementation and to serve as ongoing technical infrastructure support post the production phase of the EnerGov software system.

Typical positions: Network / IT Administrator

Responsibilities include:

- Primary responsibility for the technical environment during the software implementation
- Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards
- Work with Tyler's technical personnel during implementation
- Maintain the testing and production databases
- Install software updates and releases
- Act as the primary technical resource for troubleshooting technical problems
- Establish and maintain backup, archival, and other maintenance activities

Attachment E. Custom Programming Request Form

City of Baldwin Park

Statement of Work

Monday, May 9, 2016

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Custom Programming Request Form

Client:	
Date of Request:	
Contact Name:	
Expiration Date:	(Quote is valid for 30 days)

Feature Request

[Short Narrative Here]

Option 1 – [Custom Programming Item Name], [Hour Estimate]

[Details here]

Tyler Technologies Use Only

		Impact Fee:	$0
Development Hours:	0	Development:	$0
Estimated Release Date:	See Dates Below	Implementation Cost:	$0
Estimated Release Version:	See Dates Below	Training Cost:	$0
		Documentation Cost:	$0
		Total Cost:	$0

R&D Authorization: ____________________

Sales Rep Authorization: ____________________ Total Cost: $0

Authorized: ____________________

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Release Schedule

Release Schedule	Estimated Date
[EnerGov Software Beta Release date]	DATE
[EnerGov Software RC Release date]	DATE
[EnerGov Software Gold Release date]	DATE
* Release dates are subject to change	

Accepted and Ordered by Customer:

Signature:	
Name (print):	
Title:	
Date:	

Please sign, date and return by fax:

Tyler Technologies, Inc.

Phone: 888-355-1093
Fax: 678-474-1002

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Attachment F. Custom Report and Forms Form

City of Baldwin Park

Statement of Work

Monday, May 9, 2016

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EnerGov Custom Request Form

Fill out this form as completely and with as much detail as possible. Please attach any sample reports or other supporting documentation and be sure to save a copy for your records. The more detail provided, the better the report designer can develop the report without additional follow-up. Not all items will apply to each report; you need only complete those items that are relevant to the request. Exceptions to these requirements may be noted under Additional Details. To save time for a large number of similar report requests, save basic information as a template.

Client Name:	Report Requestor/Point of Contact:	Request Date:

EnerGov Module:
☐Application Management
☐Business License
☐Cashier
☐Code Management
☐Contact Management
☐Impact Management
☐Inspection Management
☐Object Management
☐Permit Management
☐Plan Management
☐Professional License
☐Project Management
☐Rental Prop Management
☐Request Management
☐Tax Remittance System
☐Other

Requested Completion Date:

Priority (1=High, 5=Low)
☐1 ☐2 ☐3 ☐4 ☐5

Report Name:

Report Type: ☐Report ☐Document

Report Description/Business Need:

Request Type: ☐New ☐Modification

Based on Similar or Existing Standard or Custom Report:

Report Target: ☐Client ☐Customer ☐EnerGov

Format Design:

Report Style: ☐Replicate Sample Exactly OR ☐Listing ☐Letter ☐Free Form ☐Certificate ☐Dashboard

Report Orientation:
☐Portrait ☐Landscape

Report Output:
☐Print/PDF ☐Excel/CSV

Paper Type:
☐Letter ☐Legal ☐Ledger ☐Printed Form ☐Other

Include Print Date/Time:
☐Time ☐Header ☐Left
☐Date ☐Footer ☐Center
☐Right

Include Page Numbers:
☐Page N ☐Header ☐Left
☐Page N of M ☐ Footer ☐Center
☐Right

Date/Time Formats:
☐MM/DD/YYYY ☐HH:MM?M
☐M/D/YY ☐HH:MM?m
☐MMM D, YYYY ☐H:MM?M
☐MMM, YYYY ☐H:MM?m
☐DD/MM/YY ☐HH:MM
☐MM/DD/YY ☐HHMM (24)

Default Font Information: (Times New Roman, 10 point, Black if not specified):

Font Name: Font Size: Font Color: Black or

Technical Design:

Identify Attached Specifications/Sample Documents (XLS, DOC, PDF, etc.):

Primary SQL Stored Procedure (for existing reports):

EnerGov Parameter:
☐Date Range ☐ Module ID ☐Other

Record Selection Inclusion/Exclusion Filter or Parameters (please put additional filters in the Notes for Developer):

Filter #1 Filter#2 Filter#3

Parameter: ☐User ☐Static ☐Dynamic Parameter: ☐User ☐Static ☐Dynamic Parameter: ☐User ☐Static ☐Dynamic

How Report Data is to be Stored or Grouped (please put additional sort/groupings in the Notes for Developer):

Primary Sort: Secondary Sort: Tertiary Sort:
☐Group ☐Group ☐Group

Additional Details
Notes For Developer:
QA Instructions/Test Case Scenarios:
Client Services Notes:
Client Notes:
Approvals
Ready To Develop Checklist

☐	All static and data elements have been identified in the report specification
☐	All formatting requirements have been identified in the report specification
☐	Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
☐	Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
☐	Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
☐	All custom fields have been created in the client database
☐	All custom fields have been configured on appropriate Additional Info dialogs
☐	All record types, classes, statuses, etc. necessary to the report have been configured
☐	All fees and fee templates necessary to the report have been configured
☐	All address types necessary to the report have been configured
☐	All contact types necessary to the report have been configured
☐	All objects, impact conditions, certifications, and other elements necessary to the report have been configured
☐	All workflow steps and actions necessary to the report have been configured
☐	All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
☐	Client has approved custom report request specification

Specification Report Developer	Specification Date	Estimated Initial Dev/QA Hours	Estimated Initial Dev/QA Cost
Client Services Representative		Submitted Date	Billable Type: ☐Contracted ☐Purchase Order

Client Approval
I agree that the above and associated documents accurately reflect the requirements for this Custom Report Request.

__________________ __________________ __________________

Client Name | Client Signature | Date

Understanding the EnerGov Custom Report Request Form

The following describes each item on the EnerGov Custom Report Form:

General Information

- **Client Name** – Name of the project client.
- **Report Requestor/Point of Contact** – Name of original customer or Tyler source of report requirements.
- **Request Date** – The date the request form is filled out.
- **EnerGov Module** – Check the box for the module for which the report is being developed.
- **Requested Completion Date** – The date the report has been promised to the customer.
- **Priority** – The importance of the report to the client (high priorities will be completed first).
- **Report Name** – The name the report is to be called (will be used for the RPT and SQL file names).
- **Report Type** – Whether the report is a batch-style report or single case document.
- **Report Description/Business Need** - Describe the purpose or use of the report.
- **Request Type** – Whether request is based on, or modification to, an existing report or a new report.
- **Based On Or Similar To Existing Standard or Custom Report** – Identify an existing report that should be used as a starting point for further development.
- **Report Target** – Indicate if this report is for EnerGov use, internal Client use, or will be delivered to end Customers.

Format Design

- **Report Style** – Whether the report style is a listing format (table), Letter (to be mailed), Form (completed or to be filled out), Certificate (such as license or permit), Dashboard (summary analysis of data) or Exact (identical to the sample report).
- **Report Orientation – Whether the report page orientation is Portrait or Landscape.**
- **Report Output** – Whether report is intended to be read (Print/PDF) or exported (Excel/CSV).
- **Paper Type** – Select the type of paper the report will be printed on (letter, legal, ledger, pre-printed form, or other paper size). If selecting other, please identify in Additional Notes.
- **Include Print Date/Time** – Select whether to include the print date and/or time in the report header/footer and to justify it center, left or right.
- **Include Page Numbers** – Select whether to include Page Number and or Page Total in the report header/footer and to justify it center, left or right.
- **Date/Time Formats – Select the default style of date and time to be used in the report.**
- **Default Font Information – If the default font size, style and color not specified: Times New Roman, 10pt, Black.**

Technical Design

- Identify Attached Specification/Sample Documents - List the file names of additional requirements specifications or sample documents.
- **Primary SQL Stored Procedure – The name of any existing stored procedure to be used for the report.**
- **EnerGov Parameter** – Indicate if the key report parameter is a date range, an EnerGov Module ID or other field.

tyler technologies

- **Record Selection Inclusion/Exclusion Filter Or Parameters** – List any filters to include or exclude records, in addition to any EnerGov Parameter, that should be applied to the data record selection or SQL Stored Procedure. If the filter is to be a user-prompted parameter, indicate whether the user will enter a value, select from a list of static values, or select from a dynamic list of values. If more than three, please list in *Notes For Developer*.
- **How The Report Is To Be Sorted or Grouped** – List any primary, secondary or tertiary sorting. Note if the report should be grouped by the sort value. If any group summary totals and/or if more than three sort/group levels are required, please list in *Notes For Developer*.

Additional Details

- **Notes for Developer** – Any additional information that will aid in the design and development of the report.
- **QA Instructions/Test Case Scenarios** – Special testing information to facilitate report testing and validation.
- **Client Services Notes** – Any additional comments about the report for the Implementation Team.
- **Client Notes** – Any additional comments about the report for the client.

Approval

- Ready To Develop Checklist – List of items for Implementation to make sure are complete before submitting the Report Request.
    - All static and data elements have been identified in the report specification
    - All formatting requirements have been identified in the report specification
    - Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
    - Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
    - Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
    - All custom fields have been created in the client database
    - All custom fields have been configured on appropriate Additional Info dialogs
    - All record types, classes, statuses, etc. necessary to the report have been configured
    - All fees and fee templates necessary to the report have been configured
    - All address types necessary to the report have been configured
    - All contact types necessary to the report have been configured
    - All objects, impact conditions, certifications, and other elements necessary to the report have been configured
    - All workflow steps and actions necessary to the report have been configured
    - All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
    - Client has approved custom report request specification
- Specification Report Developer – The name of the Report Developer assisting in the requirements gathering and report specification.
- Specification Date – The date the specification was completed.

- **Estimated Initial Development/QA Hours** – The number of hours expected for initial report development and QA. Revisions and subsequent changes to the specification may require additional hours.
- **Estimated Initial Development/QA Cost** – The expected billable cost for initial report development and QA. Revisions and subsequent changes to the specification may lead to additional billable costs.
- **Client Services Representative** – The name of the Client Services Representative working with the client.
- **Submitted Date** – The date the approved Custom Report Request is submitted to the Report Development Team.
- **Billable Type** – Whether this report is part of a contracted set of development hours, or will be billed against a client purchase order.
- **Client Approval** – Authorization by the client verifying that the report requirements are correct.

Attachment G. DB Data Model and Guide

City of Baldwin Park

Statement of Work

Monday, May 9, 2016

Data Conversion for EnerGov Enterprise Server Template DB Data Model and Guide

The tables in the EG_Template db are grouped together and named such that they correspond closely with the structure of the EnerGov core product, which is broken out into different units/modules. Below, each module will contain a listing of the tables, a brief description, and an ERD diagram. All of these ERD diagrams are present within the EG_Template db (under the Database Diagrams folder in SQL Server).

Contact Repository:

contact

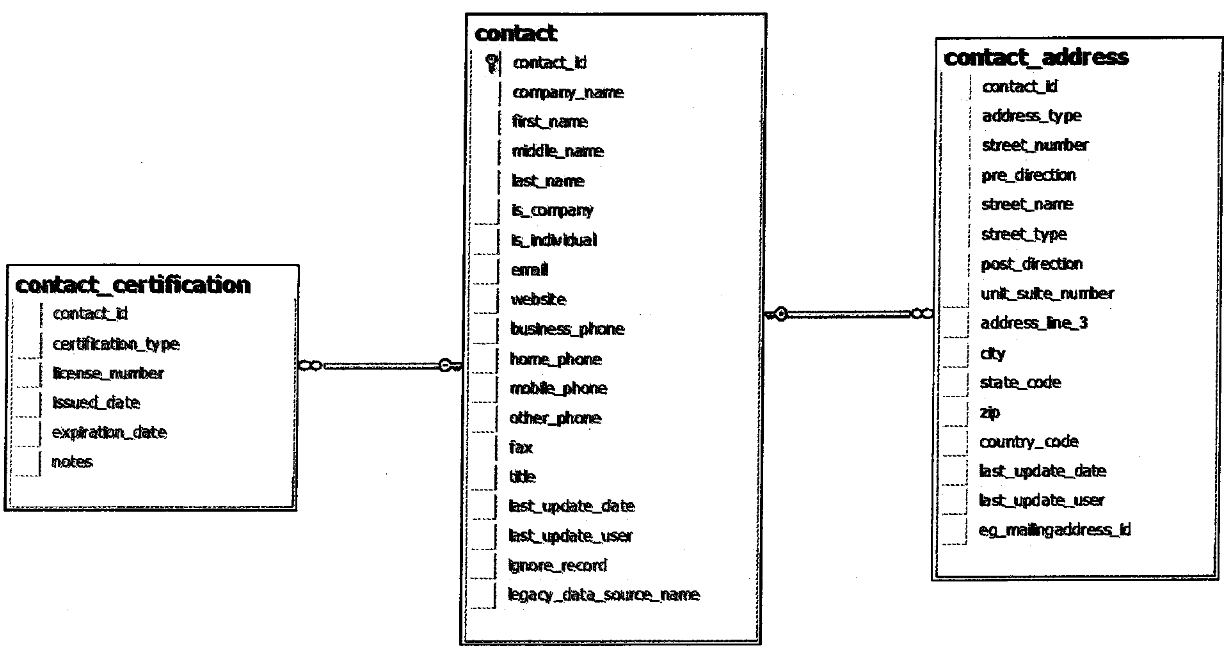
This contains the master list of contacts to convert. Duplicates should be kept to a minimum. The goal would be to have one contact record for each actual person or company. Every module within EnerGov will utilize this same contact master table for its case contacts.

contact_address

The various addresses associated to the contact. Address_type is available to distinguish different addresses (mailing, location, billing, etc.).

contact_certification

This is used to hold certifications or licenses that are desired for historical purposes, but are not being managed in EnerGov with Professional Licensing or Business Licensing.



Professional Licensing:

contact

See Contact Repository.

professional_license

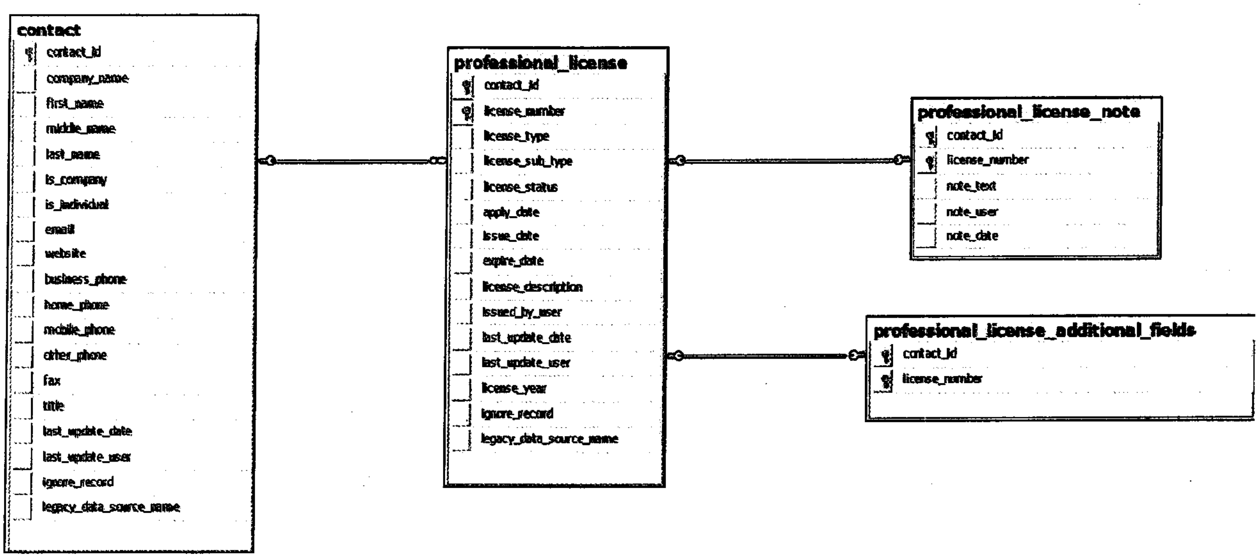
Usually a license related to an individual or contractor of some sort.

professional_license_note

Simply a place for logging memos on the license.

professional_license_additional_fields

Add any other fields which are not provided in the template model.



Business Licensing:

contact

See Contact Repository.

Business

The business table relates 1-to-1 with the contact table. This table simply holds extra attributes of the contact, and allows the contact to interact with the business license module of EnerGov as a business entity.

business_parcel

For integration with GIS, simply provide the parcel number (or PID) of the business location.

business_contact

For business contacts that link up to the master contact repository.

business_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the business record in the legacy db (Applicant, Owner, Manager, President, etc.).

business_inspection

For routine inspections associated to business licenses.

business_license

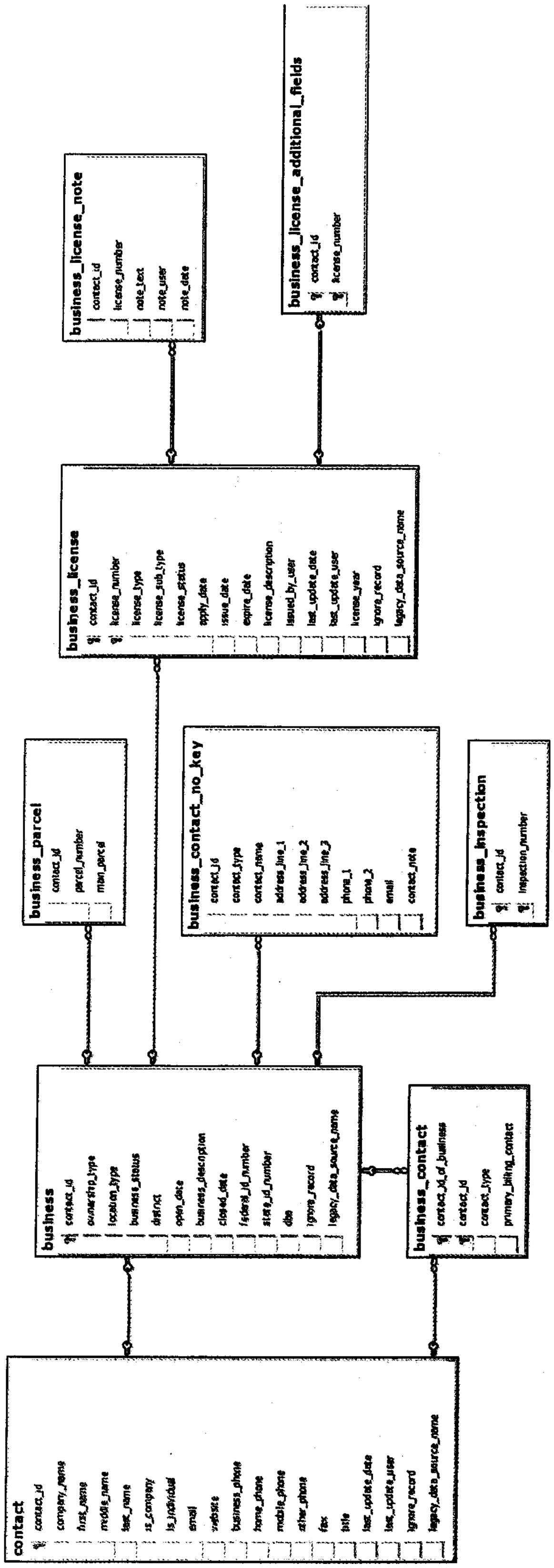
Holds licenses related to a company.

business_license_note

Simply a place for logging memos on the license.

business_license_additional_fields

Add any other fields which are not provided in the template model (at the license level).


contact
contact_id
company_name
first_name
middle_name
last_name
is_company
is_individual
email
website
business_phone
home_phone
mobile_phone
other_phone
fax
title
last_update_date
last_update_user
ignore_record
legacy_data_source_name
business
contact_id
ownership_type
location_type
business_status
district
open_date
business_description
closed_date
federal_id_number
state_id_number
dba
ignore_record
legacy_data_source_name
business_contact
contact_id_of_business
contact_id
contact_type
primary_billing_contact
business_parcel
contact_id
parcel_number
main_parcel
business_contact_no_key
contact_id
contact_type
contact_name
address_line_1
address_line_2
address_line_3
phone_1
phone_2
email
contact_note
business_inspection
contact_id
inspection_number
business_license
contact_id
license_number
license_type
license_sub_type
license_status
apply_date
issue_date
expire_date
license_description
issued_by_user
last_update_date
last_update_user
license_year
ignore_record
legacy_data_source_name
business_license_note
contact_id
license_number
note_text
note_user
note_date
business_license_additional_fields
contact_id
license_number

Code Enforcement:

code_case

Self-explanatory.

code_case_address

The various addresses associated to the case. Address_type is available to distinguish different addresses (location, owner, etc.). code_parcel - For integration with GIS, simply provide the parcel number (or PID) of the case location.

code_case_contact

For case contacts that link up to the master contact repository.

code_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Complainant, Owner, Tenant, etc.).

code_inspection

For inspections associated to code cases.

code_case_history_log

If history of updates to the case are really needed, they can be logged here.

code_case_note

Simply a place for logging memos on the case.

code_case_additional_fields

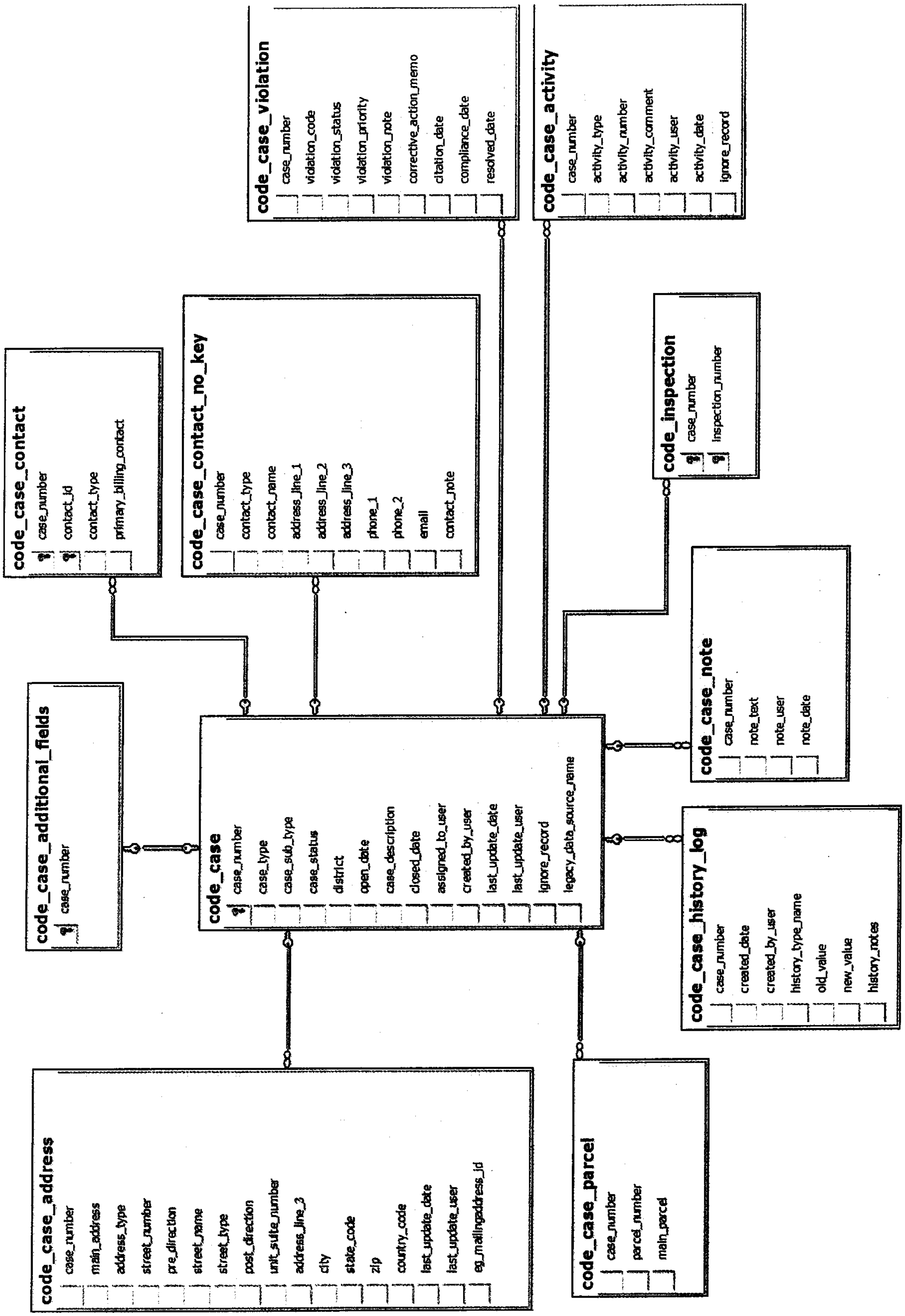
Add any other fields which are not provided in the template model (at the case level).

code_case_violation

Violations associated to the case. These usually reference city/county code numbers.

code_case_activity

A place to log various events that have occurred against the case.


code_case_violation
case_number
violation_code
violation_status
violation_priority
violation_note
corrective_action_memo
citation_date
compliance_date
resolved_date
code_case_activity
case_number
activity_type
activity_number
activity_comment
activity_user
activity_date
ignore_record
code_case_contact
case_number
contact_id
contact_type
primary_billing_contact
code_case_contact_no_key
case_number
contact_type
contact_name
address_line_1
address_line_2
address_line_3
phone_1
phone_2
email
contact_note
code_inspection
case_number
inspection_number
code_case_additional_fields
case_number
code_case
case_number
case_type
case_sub_type
case_status
district
open_date
case_description
closed_date
assigned_to_user
created_by_user
last_update_date
last_update_user
ignore_record
legacy_data_source_name
code_case_note
case_number
note_text
note_user
note_date
code_case_history_log
case_number
created_date
created_by_user
history_type_name
old_value
new_value
history_notes
code_case_address
case_number
main_address
address_type
street_number
pre_direction
street_name
street_type
post_direction
unit_suite_number
address_line_3
city
state_code
zip
country_code
last_update_date
last_update_user
eg_mailingaddress_id
code_case_parcel
case_number
parcel_number
main_parcel

Permits:

Permit

Self-explanatory. There is a parent-child relationship available within this table (for sub-permits).

permit_address

The various addresses associated to the permit. Address_type is available to distinguish different addresses.

permit_parcel

For integration with GIS, simply provide the parcel number (or PID) of the permit location.

permit_contact

For case contacts that link up to the master contact repository.

permit_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the permit record in the legacy db (Applicant, Owner, Contractor, etc.).

permit_inspection

For inspections associated to permits.

permit_history_log

If history of updates to the permit are really needed, they can be logged here.

permit_note

Simply a place for logging memos on the permit.

permit_additional_fields

Add any other fields which are not provided in the template model (at the permit level).

permit_activity

A place to log various events that have occurred against the permit.

permit_hold

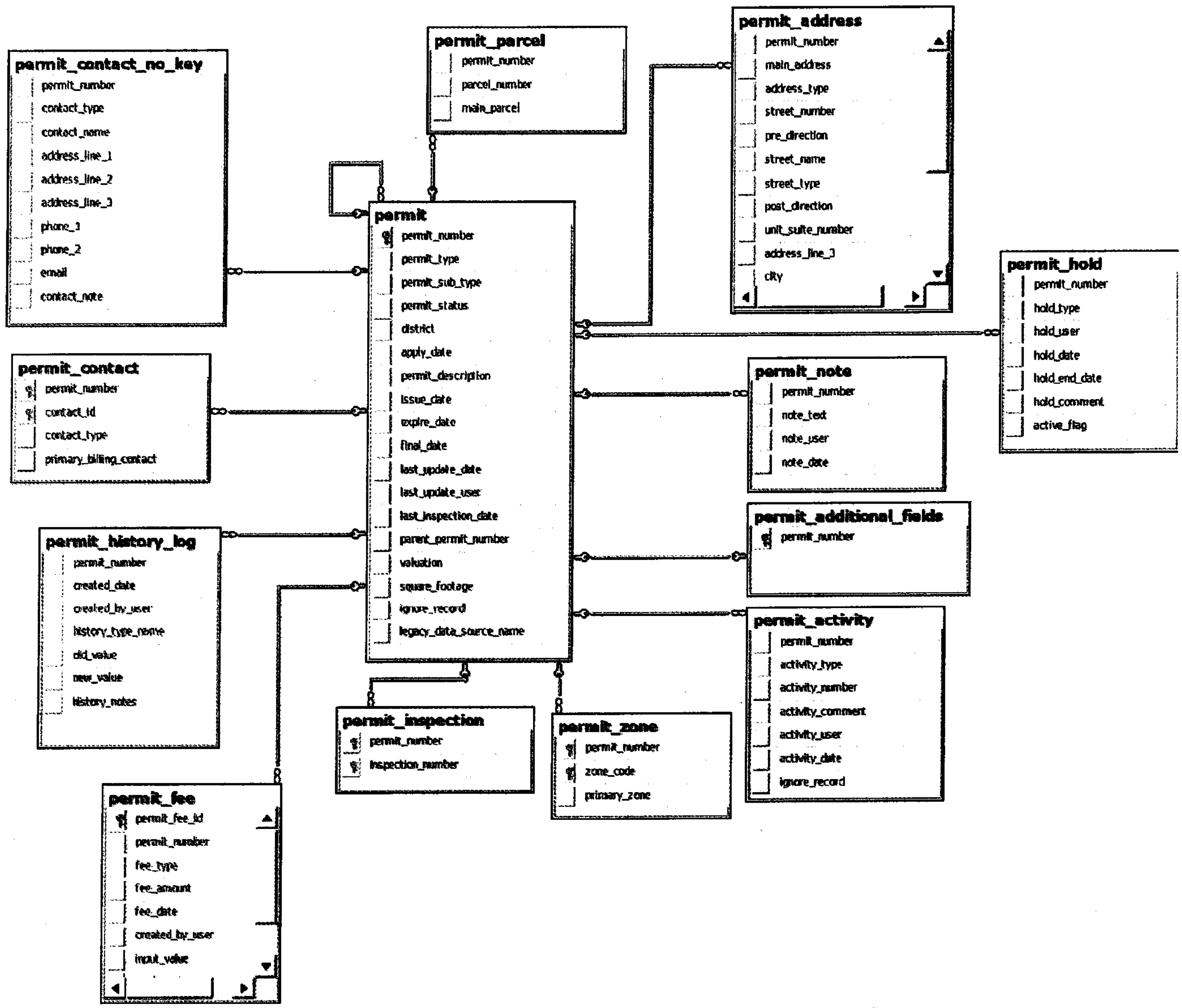
For instances where a stop work, or a hold was/is issued against a permit.

permit_zone

Simply provides a place to link zones to a permit. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

permit_fee

Simply shown for reference here. Also see the Financial Tables section.



Plans:

plan_case

Self-explanatory.

plan_address

The various addresses associated to the case. Address_type is available to distinguish different addresses.

plan_parcel

For integration with GIS, simply provide the parcel number (or PID) of the plan location. Where multiple parcels are on a case, one should be designated as the main parcel.

plan_contact

For case contacts that link up to the master contact repository.

plan_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Applicant, Owner, Contractor, etc.).

plan_inspection

For inspections associated to cases.

plan_history_log

If history of updates to the case are really needed, they can be logged here.

plan_note

Simply a place for logging memos on the case.

plan_additional_fields

Add any other fields which are not provided in the template model (at the case level).

plan_activity

A place to log various events that have occurred against the case. For conversions, reviews would likely go here.

plan_hold

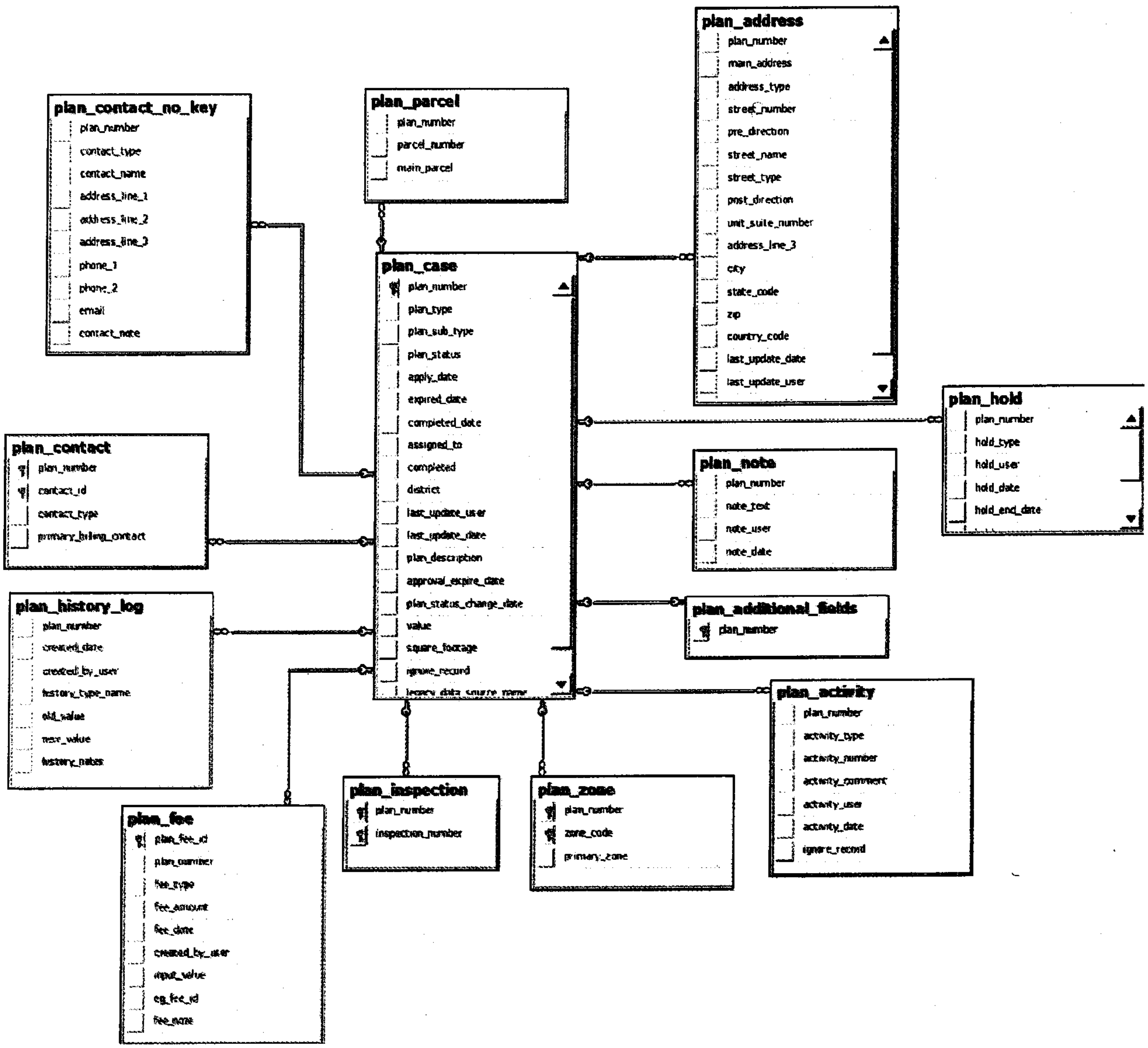
For instances where a stop work, or a hold was/is issued against a case.

plan_zone

Simply provides a place to link zones to a case. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

plan_fee

Simply shown for reference here. Also see the Financial Tables section.



Inspections:

Inspection

This holds the details of each inspection occurrence. Each inspection should be linked to the case that it relates to by using the cross reference tables below.

plan_inspection

For inspections associated to plan cases.

permit_inspection

For inspections associated to permits.

code_inspection

For inspections associated to code cases.

business_inspection

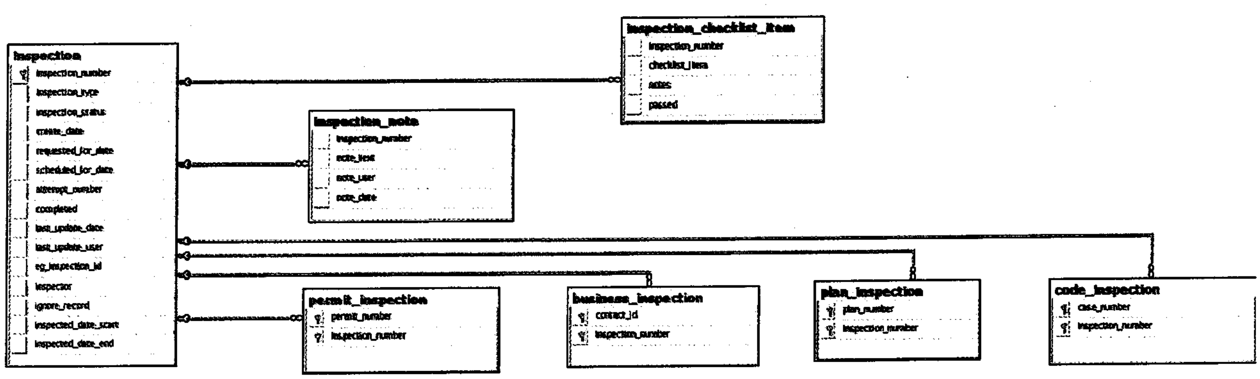
For inspections associated to businesses.

inspection_note

Simply a place for logging memos on the inspection.

inspection_checklist_item

These can be used for categorized checklist info, violations, etc.



Financial Tables:

permit fee

Holds the details for fees associated to permits.

plan fee

Holds the details for fees associated to plans.

payment

Records representing funds received.

payment_reversal

Records representing funds going back to a customer (or voided). The types of transactions here would likely be voids, NSFs, and refunds. These should be linked back to the original payment record that they are reversing.

permit_payment_detail

records the amount applied to each individual fee (line item) within a payment.

plan_payment_detail

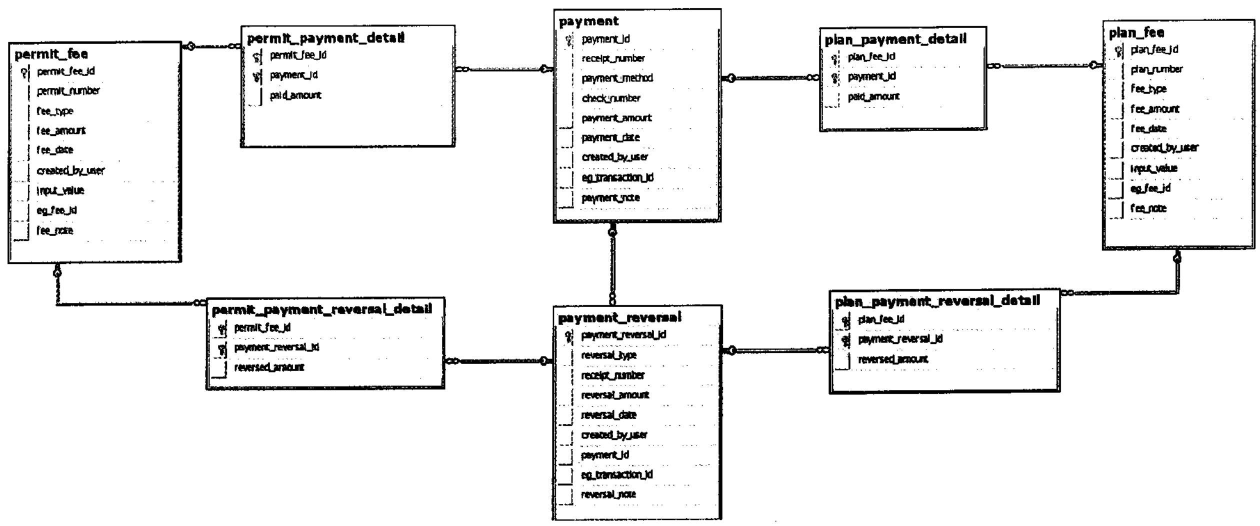
records the amount applied to each individual fee (line item) within a payment.

permit_payment_reversal_detail

records the amount applied to each individual fee (line item) within a reversal.

plan_payment_reversal_detail

records the amount applied to each individual fee (line item) within a reversal.



permit_fee
permit_fee_id
permit_number
fee_type
fee_amount
fee_date
created_by_user
input_value
eg_fee_id
fee_note
permit_payment_detail
permit_fee_id
payment_id
paid_amount
payment
payment_id
receipt_number
payment_method
check_number
payment_amount
payment_date
created_by_user
eg_transaction_id
payment_note
plan_payment_detail
plan_fee_id
payment_id
paid_amount
plan_fee
plan_fee_id
plan_number
fee_type
fee_amount
fee_date
created_by_user
input_value
eg_fee_id
fee_note
permit_payment_reversal_detail
permit_fee_id
payment_reversal_id
reversed_amount
payment_reversal
payment_reversal_id
reversal_type
receipt_number
reversal_amount
reversal_date
created_by_user
payment_id
eg_transaction_id
reversal_note
plan_payment_reversal_detail
plan_fee_id
payment_reversal_id
reversed_amount

Attachment H. Data Conversion Process

City of Baldwin Park

Statement of Work

Monday, May 9, 2016

Data Conversion Process for EnerGov Enterprise Server (Template DB Option)

Overview:

This document is an intro to the SQL Server EG_Template database and how to populate it.

Modularized Design:

As with the EnerGov software, the EG_Template db is sectioned off into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, there will be various child tables branching out below the master table for that module (ex. 'permit_address', 'permit_note', etc.).

There are tables that cross multiple modules. The most notable of these involve inspections and payment transactions.

Database diagrams have been included in the EG_Template database. These show the tables and their relationships for each module.

Required Fields:

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov db without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Some of these fields are drop-down lists in EnerGov, which means that we will be restricted in the values that we can write to these required fields in the EnerGov db. For drop-down fields, there is no restriction on what can be written in the EG_Template db. So, exact spelling or careful matching to the EnerGov configured values is not an issue for fields that are destined for EnerGov drop-down fields. We will run these through a separate mapping table to translate the values to the appropriate EnerGov value during conversion. These mappings will be negotiated during the development phase of the conversion.

Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within EG_Template. In EnerGov, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), you may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

There are sometimes special features of a legacy system which EnerGov does not account for in the EG_Template db. We may have to work out a custom solution to handle these special cases.

Contacts:

This is always a big topic for data migrations. These generally fall into two categories:

3. Those contacts that were managed with each person/company having one contact record, which is kept up to date over time. As this person/company is associated with records over time (getting a business license, pulling permits, being associated to a code violation), that one contact record is attached to the permit, license, code case, etc. With this model, there is generally no duplication of contact records (except when created by mistake).

4. Contacts where the user keys the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself. So, if a contact has been associated to 10 different permits over time, there would be 10 records with the contact attributes (each one will likely have slightly different values in the various fields like name, address, phone, etc.). With this model, there is considerable duplication of contacts.

In the EnerGov model, contacts are stored as in category 1 above. Those contacts put into EG_Template without a master 'contact' record link (category 2 above) will be migrated into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository.

For example, when populating the permit contacts, those contacts for category 1 should go into the 'permit_contact' table. Those contacts for category 2 should go into the 'permit_contact_no_key' table.

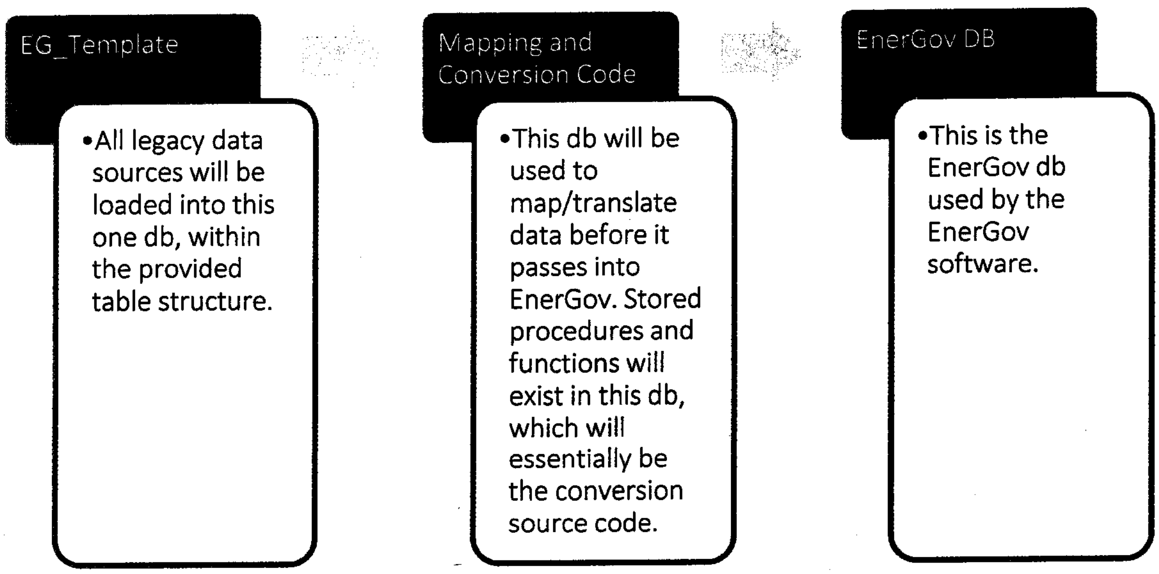
Multiple Legacy Data Sources:

There are usually multiple data sources to convert in a project. The plan is to have all data sources populated into the EG_Template db. At the main table level, there is an optional column where the legacy data source can be populated for reference. This is provided as a way to easily count up or research records originating from a particular legacy data source.

Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
2. EnerGov (the production EnerGov db)
3. A database containing all conversion processes and mapping tables. This is maintained by Tyler's data conversion team. This db takes the data from EG_Tempate, translates it, and populates it into the EnerGov db.



Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Client	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Client	Dependent on completed EnerGov configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to EnerGov	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor EnerGov configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team for review.
7	Review and either sign-off or request changes	Client	Client team will review the data and the interaction with it in the EnerGov software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until client signs off on the conversion.

Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team. This will be the production EnerGov db.
3	Go Live	Tyler /Client	Verification of EnerGov db and site functionality - Data Conversion sign-off Move to production phase

Exhibit E
Schedule 2
Incode Statement of Work

[Attached as a separate document]

Statement of Work

Software and Implementation Services

Prepared for:

City of Baldwin Park
Rose Tam
14403 East Pacific Avenue, Baldwin Park, CA 91706

Prepared by:
Kip Winget
5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.
www.tylertech.com

DATE
4/27/2016

Table of Contents

Statement of Work

City of Baldwin Park

Statement of Work

Wednesday, April 27, 2016

Project Scope & Summary

The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in the Standard Interfaces section of this document. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well defined multi-stage roadmap, which can be applied to a single phase projector, or to projects with simple phases. For multi-phase projects, the stages are repeated as necessary.

Planning & Initiation	Assess & Define	Training Configuration & Testing	End User Training & Acceptance Testing	Production
Kickoff Call	Complete Client Survey	Hardware Installation	Train Functional Leads on System Operation	Cutover & Go Live
Activate Training Center	Review Client Processes and Data	Software Installation	Conduct Initial Operational Test	Final Implementation
Acquire Legacy Data	Identify any Custom Reports	Project Team Data Analysis	Confirm Proper Installation	Transition to Support
Establish Communication Channels	Identify Standard Form Choices	Review Data with Client	Test Custom Reports and/or Integrations	Project Close-out Meeting
Assess IT Infrastructure	Prepare for Onsite Work	Onsite Delivery of Conversion	Conversion Issue Resolution	
Staff Mobilization & Allocation Plan	Acquire Hardware	Configure Software	Cofiguration Issue Resolution	
Draft Project Schedule	Modify Project Plan	Prepare for End User Training	Train End Users	
Schedule Kickoff Meeting				
Signoff of Stage	Signoff of Stage	Signoff of Stage	Signoff of Stage	Signoff of Stage

Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see (Sample) Work Acknowledgement Form attached herein) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to "fix" the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after "going live" on the Tyler system.
The Conversion Detail section of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

Invoicing and Client Signoffs

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

Key Project Assumptions

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the Client agrees to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). The Client agrees to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services.
- Client will allow users to access the following websites to ensure adequate access to Support resources:

    - help.tyleru.com
    - tyleru.com
    - tylertech.com
    - tylercommunity.tylertech.com

- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

Out of Scope

Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

- **Custom Programming** - Tyler products will be implemented "off the shelf" without customization, except as purchased and then detailed in the Customizations section of this document. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase ("post go live"). If there are no customizations in the Agreement, there will not be Customization section to this document.
- **Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in the Customizations section. If there are no customizations to the software, there will be no Customizations section to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.
- **Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. If a different XML layout is required, then the requirement definition will need to go through discovery and be approved by Tyler Technologies, and additional charges beyond those quoted in the Investment Summary will be incurred. Similarly, you may be responsible for additional charges if the provider of the third party software with which Tyler will be interfacing requires changes or assistance. There are no custom interfaces included in the scope of the agreement *unless* detailed in the Interfaces section of this document.

- Custom Reports –Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Customizations section of this document.

    - Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
    - Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
    - Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

Risk / Mitigation Strategy

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against pre-mature obsolescence.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

Knowledge Transfer - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

Dedicated Client Participation – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

Acknowledgement Process – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see the (Sample) Work Acknowledgement Form attached to this SOW) to formalize receipt. The Work Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see the sample attached herein) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

Managing Project Scope - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

Future Amendments to Scope

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

Staffing

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

Project Schedule

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-Provided Documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-Provided Documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW Attachments Listing

Statement of Work

Attachment A. Work Acknowledgement Form

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

Attachment B. Change Order Form

Any change in the project must have a completed and approved Change Order.

Attachment C. System Requirements

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

Attachment D. Conversion

Provides a description of the conversion process and legacy data specifications for each application suite.

Attachment A. Work Acknowledgement Form

City of Baldwin Park

Statement of Work

Wednesday, April 27, 2016

Work Acknowledgment Form

Client:

Date:

Visit/Deliverable:

Accomplishments	Performed By	Notes

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: ______________________________

Signature: ______________________________

Date: ______________________________

(Please return signed copy to the Tyler Technologies project team)

tyler technologies

Attachment B. Change Order Form

City of Baldwin Park

Statement of Work

Wednesday, April 27, 2016

Change Order Form

Client: ______________________ Date: ______________

Generated By: ______________________

Authorized By: ______________________

Change Overview:

Narrative Description of Change:

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: ______________________

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment C. System Requirements

City of Baldwin Park

Statement of Work

Wednesday, April 27, 2016

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to http://check.tylertech.com

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Conversion

City of Baldwin Park

Statement of Work

Wednesday, April 27, 2016

Financial Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Financial Suite. This is not a complete description; for a complete description, please refer to the *Tyler Technologies Financial Data Conversion Specification* document available upon request. Items not listed below are generally assumed to not be eligible for electronic data conversion with Incode 10.

Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide screen shots
- Review conversion during setup and go-live

Data Conversion

Full dependencies are detailed in Appendix A.

General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

Additional Selections:

- Legacy Views - Unlimited historical transactions provided by client can be converted by Tyler into the legacy views for a conversion fee or imported through Incode 10 by the client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The client is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The client is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JE's from Excel.

NOTE: Unlimited historical transactions can be imported into Legacy Views (see Appendix B) from Excel. The client has the option to perform the import themselves or Tyler can perform the import for a conversion fee. If the client is performing the import they are responsible for producing the historical transactions in Excel and verifying the results. If Tyler is performing the import the client is responsible for producing the historical transaction data in one of the acceptable data formats. The client is ultimately responsible for verifying the results. Training will be provided on how to import historical transactions from Excel.

Accounts Payable |

Standard Conversion Includes:

- Vendor master information, address, primary contact, and notes

Additional Selections:

- Legacy Views - Unlimited historical transactions provided by client can be converted by Tyler into the legacy views for a conversion fee or imported through Incode 10 by the client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

NOTE: Unlimited historical transactions can be imported into Legacy Views (see Appendix B) from Excel. The client has the option to perform the import themselves or Tyler can perform the import for a conversion fee. If the client is performing the import they are responsible for producing the historical transactions in Excel and verifying the results. If Tyler is performing the import the client is responsible for producing the historical transaction data in one of the acceptable data formats. The client is ultimately responsible for verifying the results. Training will be provided on how to import historical transactions from Excel.

Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information
- Federal and state tax withholding information

Additional Options:

- Legacy Views - Unlimited historical transactions provided by client can be converted by Tyler into the legacy views for a conversion fee or imported through Incode 10 by the client.

NOTE: Employee positions and deductions will be created according to the recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The client will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

NOTE: Unlimited historical transactions can be imported into Legacy Views (see Appendix B) from Excel. The client has the option to perform the import themselves or Tyler can perform the import for a conversion fee. If the client is performing the import they are responsible for producing the historical transactions in Excel and verifying the results. If Tyler is performing the import the client is responsible for producing the historical transaction data in one of the acceptable data formats. The client is ultimately responsible for verifying the results. Training will be provided on how to import historical transactions from Excel.

Fixed Assets

NOTE: Fixed assets can imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import assets from Excel.

Inventory

NOTE: Inventory can imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import inventory items from Excel.

Applications not converted

- Work Orders
- Bank Reconciliation
- Employee Self Services/Time & Attendance
- Project Accounting
- Purchase Orders

Custom Conversion Services

The following are a few examples of items that are not included in the standard conversion and can be addressed through custom conversion services:

- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off
- Converting personnel HR information

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required. If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files with headers (pipe "|" delimited is preferred)

- Excel spreadsheets – with flat data and headers, not grouped like a report

To ensure that no data is corrupted, staff should exit the software prior to pulling the data and restrict processing of any transactions during this time.

It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Duplicate Entry

Unless otherwise noted, it is assumed all data conversion elements will be converted once. While the timing of each data conversion element will be scheduled out between the Client and Tyler's Project Managers, once an element has been converted and delivered, it will not be converted again and duplicate entry between the current legacy system and Incode 10 will be required for a period of time until Incode 10 becomes the live system of record.

Appendix A: Standard Data Layouts

The fields will be laid out in the following order. If the data does not exist in your existing software leave the column in the layout but leave the value empty. If there are additional fields you would like converted this should be discussed with your Project Manager as soon as it recognized. Your data will need to be provided in one of the approved formats stated above.

General Ledger

File Name: GL_Fund.txt
Required / One per Fund

Field Name	Required	Data Type	Notes
Fund Unique ID	Y	Varchar	Internal Use Only Used to link multiple records to a single fund
Fund Number	Y	Varchar	
Name	Y	Varchar	Name of the fund
Status Value	N	Varchar	Example: Active, Inactive, Suspended
Fund Balance GL Account	N	Varchar	Fund balance account associated with the fund
Fund Type	N	Varchar	Example: Agency, Capital Projects, EBT Service, Enterprise, Fixed Assets, General, Investment Trust, Long-Term Debt, Pension & Other Benefit Trusts, Permanent, Special Revenue, Internal Service, Component Unit

File Name: GL_Account.txt
Required / One per Account

Field Name	Required	Data Type	Notes
Fund Unique ID	Y	Varchar	Links to Fund Unique ID in GL Fund table
Account Unique ID	Y	Varchar	Internal Use Only Used to link multiple records to a single account
Account Number	Y	Varchar	
Account Type	Y	Varchar	Example: Asset, Expense, Liability, Revenue, Equity
Name	Y	Varchar	Account name
Description/Title	N	Varchar	
Account Status	N	Varchar	Example: Active, Inactive, Suspended
Current Balance	N	decimal	Default = 0

Accounts Payable

File Name: AP_Vendor.txt

Required / One per Vendor

Field Name	Required	Data Type	Notes
Vendor Set	N	Varchar	AKA Company Code, Tax ID Groupings
Vendor Number	Y	Varchar	Alphanumeric
Vendor Unique ID	N	Varchar	Internal Use Only Every vendor needs a unique number
Name	Y	Varchar	Vendor name
File As	N	Varchar	AKA Sort Name
Email	N	Varchar	Vendor email address
Tax Payer Number	N	Varchar	Include the dashes
Vendor 1099 Value	N	Varchar	Example: SSN, EIN
Box 1099 Filing Value	N	Varchar	Example: Attorney, Medical, Non-Employee
Vendor Class	N	Varchar	
Vendor Status	N	Varchar	Example: Active, Inactive, On Hold
DBA Name	N	Varchar	Only populate if they have DBA in the name
Is Miscellaneous Vendor	N	Varchar	Example: Yes, No
Business Phone	N	Varchar	
Business Fax	N	Varchar	
Business Phone Extension	N	Varchar	

File Name: AP_Contact.txt

Optional / One per Vendor, per Contact

Field Name	Required	Data Type	Notes
Vendor Unique ID	Y	Varchar	Links to Vendor Unique ID in AP_Vendor table
Contact First Name	Y	Varchar	
Contact Last Name	Y	Varchar	
Email	N	Varchar	
Mobile Phone Number	N	Varchar	
Home Phone Number	N	Varchar	
Business Phone Number	N	Varchar	
Fax Phone Number	N	Varchar	

File Name: AP_Address.txt

Required / One per Vendor, per Address

Field Name	Required	Data Type	Notes
Vendor Unique ID	Y	Varchar	Links to Vendor Unique ID in AP_Vendor table
Attention	N	Varchar	
Address Line 1	Y	Varchar	
Address Line 2	N	Varchar	
City	Y	Varchar	
Zip	Y	Varchar	
State	Y	Varchar	
Province	N	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Is Primary Business	N	Varchar	Example: Yes, No
Is Primary Shipping	N	Varchar	Example: Yes, No
Is Primary Remittance	N	Varchar	Example: Yes, No
Is Primary 1099	N	Varchar	Example: Yes, No
Is International	N	Varchar	Example: Yes, No

File Name: AP_Note.txt

Optional / One per Vendor, per Note Subject

Field Name	Required	Data Type	Notes
Vendor Unique ID	Y	Varchar	Links to Vendor Unique ID in AP_Vendor table
Subject	N	Varchar	Note Type
Description	Y	Varchar	Note Text
Created By	N	Varchar	Name of creator
Created Date	N	Date	Date of Note

Personnel Management

File Name: PY_Employee.txt

Required / One per Employee

Field Name	Required	Data Type	Notes
Payroll Set Id	N	Varchar	AKA Company Code, Tax ID Groupings
Employee Number	Y	Varchar	
Employee Unique ID	Y	Varchar	Internal Use Only Every employee needs a unique number
Prefix	N	Varchar	
First Name	Y	Varchar	
Middle Initial	N	Varchar	
Last Name	Y	Varchar	
Suffix	N	Varchar	
Employee Name	N	Varchar	If the employee name is not broken out then populate
Email Address	N	Varchar	
Is Deceased	N	Varchar	Example: Yes, No
Status Code	N	Varchar	
Department Code	N	Varchar	
Social Security Number	N	Varchar	
Marital Status Type	N	Varchar	Example: Married, Single
Employee Pay Cycle Type	N	Varchar	Example: Daily, Weekly, Biweekly, Semi-Monthly, Monthly, Other
Employee Pay Cycle Times	N	Integer	Normal number of checks per year
Employee Pay Type	Y	Varchar	Example: Hourly, Elected Official, Retiree, Commission, Salary
Employee Category Type	Y	Varchar	Example: Full Time, Full Time Temporary, Part Time, Part Time Temporary, Seasonal
Hire Date	N	Date	
Leave Date	N	Date	
Termination Date	N	Date	
Termination Code	N	Varchar	Example: Retired, Fired, Quit
Longevity Date	N	Date	
Longevity Code	N	Varchar	
Birth Date	N	Date	
Work Location Code	N	Varchar	
Sex Type	N	Varchar	Example: Male, Female, Unknown

EEO4 Category Type	N	Varchar	Example: Officials and Administrators, Professionals, Technicians
Bargaining Unit Code	N	Varchar	
Division Code	N	Varchar	
Retirement Status Code	N	Varchar	
Retirement Date	N	Date	
Worker Compensation Code	N	Varchar	
EEO4 Function Type	N	Varchar	Example: Financial Administration, Community Development, Corrections

File Name: PY_Address.txt

Required / One per Employee, per Address Code

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Effective Date	N	Date	
Address Line 1	Y	Varchar	
Address Line 2	N	Varchar	
City	Y	Varchar	
State	Y	Varchar	
Zip Code	Y	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Address Code	N	Varchar	Example: Home, WIntegerer Home
County Code	N	Varchar	

File Name: PY_Retirement.txt

Optional / Custom per site. Please provide all fields that might contain retirement information

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Effective Date	N	Date	
Employee Reports Retirement	Y	Varchar	
Retirement Plan	N	Varchar	
Status	N	Varchar	

File Name: PY_DirectDeposit.txt

Optional / One per Employee, per Direct Deposit Account

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Bank Code	N	Varchar	
Bank Routing Number	Y	Varchar	
Account Type	Y	Varchar	Example: Checking, Savings
Account Number	Y	Varchar	Employee's Bank Account Number
Name On Account	N	Varchar	Employee's name
Type	Y	Varchar	Example: Amount, Percent, Remaining Balance
Amount	Y	Decimal	If Direct Deposit is an Amount Type then populate
Percent	Y	Decimal	If Direct Deposit is a Percent Type then populate
Sequence	N	Integer	The order Direct Deposits are taken out
Start Date	N	Date	
End Date	N	Date	
Is Active	N	Varchar	
Is Primary Account	N	Varchar	

File Name: PY_EmployeeDeductionCode.txt

Optional / One per Employee, per Deduction Code

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Deduction Code	Y	Varchar	Example: Health Insurance, Dental Insurance, AFLAC
Deduction Sub Code 1	N	Varchar	Further breakdown of deduction Code
Deduction Sub Code 2	N	Varchar	Further breakdown of deduction Code
Deduction Sub Code 3	N	Varchar	Further breakdown of deduction Code
Misc Flag 1	N	Varchar	Example: Benefit, Deduction, Before Tax, After Tax, Tax
Misc Flag 2	N	Varchar	
Employee Deduction Status	N	Varchar	Example: Active, Inactive
Employee Amount	Y	Decimal	Default 0
Employee Percent	Y	Decimal	Default 0
Employer Deduction Status	N	Varchar	Example: Active, Inactive
Employer Amount	Y	Decimal	Default 0
Employer Percent	Y	Decimal	Default 0
Effective Date	N	Date	

File Name: PY_EmployeeTax.txt

Optional / One per Employee, per Tax Code

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Tax Code	Y	Varchar	Example: Federal, State, FICA, Medicare
Filing Status	N	Varchar	M = Married, S = Single
Allowances	N	Integereger	Default 0
Additional Allowances	N	Integereger	Default 0
Additional Amount	N	Decimal	Default 0
Additional Percent	N	Decimal	Default 0
Fixed Amount	N	Decimal	Default 0
Use Fixed Amount	N	Varchar	

File Name: PY_Contact.txt

Optional / One per Employee, per Contact

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Contact Name	Y	Varchar	
Relation to Employee	Y	Varchar	Example: Spouse, Brother, Sister, Mother, Father
Home Phone	N	Varchar	
Work Phone	N	Varchar	
Work Phone Ext	N	Varchar	
Mobile Phone	N	Varchar	
Address Line 1	N	Varchar	
Address Line 2	N	Varchar	
City	N	Varchar	
State	N	Varchar	
Zip Code	N	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Is Emergency Contact	N	Varchar	

File Name: PY_Date.txt

Optional / One per Employee, per Date Type

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Date Type	Y	Varchar	Example: Anniversary Date, Seniority Date Need all Dates that apply to the employee except for the following: Hire Date, Leave Date, Termination Date, Longevity Date, Birth Date, Cobra Expiration Date, Retirement Date, Visa Expiration Date, Drivers License Expiration Date, 1099R Effective Date
Date Value	Y	Date	

File Name: PY_Dependent.txt

Optional / One per Employee, per Dependent

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Dependent First Name	Y	Varchar	
Dependent Middle Name	N	Varchar	
Dependent Last Name	N	Varchar	
Relation to Employee	Y	Varchar	Example: Son, Daughter
Social Security Number	N	Varchar	
Birth Date	N	Date	
Is Smoker	N	Varchar	
Is Student	N	Varchar	
Is Disabled	N	Varchar	
Is Benefit Eligible	N	Varchar	
Address Line 1	N	Varchar	
Address Line 2	N	Varchar	
City	N	Varchar	
State	N	Varchar	
Zip Code	N	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Home Phone	N	Varchar	
Work Phone	N	Varchar	
Work Phone Ext	N	Varchar	

File Name: PY_Note.txt

Optional / One per Employee, per Note Subject

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Subject	N	Varchar	Note Type
Description	Y	Varchar	Note Text
Created By	N	Varchar	Name of creator
Date	N	Date	Date of Note

File Name: PY_Phone.txt

Optional / One per Employee, per Phone Type

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Phone Code	Y	Varchar	Example: Cell Phone, Emergency Phone
Phone Number	Y	Varchar	
Phone Extension	N	Varchar	

Appendix B: Legacy View Summation

Converting data can be extensive and expensive, but Tyler Technologies cuts the time and cost for you by offering Legacy Views—a unique method of converting and viewing historical data within Incode. Legacy Views are proven to shorten the implementation timeline, reduce risk of data errors, easily store and view historical data, and provide the ability to start fresh in Incode 10.

Legacy Views – All Modules

All legacy views are searchable by all fields, and can be limited to a specific date range. In the example below, all transactions from legacy account numbers that contain "80" will be returned.

Legacy Account	80	Vendor	
V.X Account		Document	
Post Date	thru	Misc1	
Period		Misc2	
Fiscal Year		Misc3	
Packet		Misc4	
Description1		Misc5	

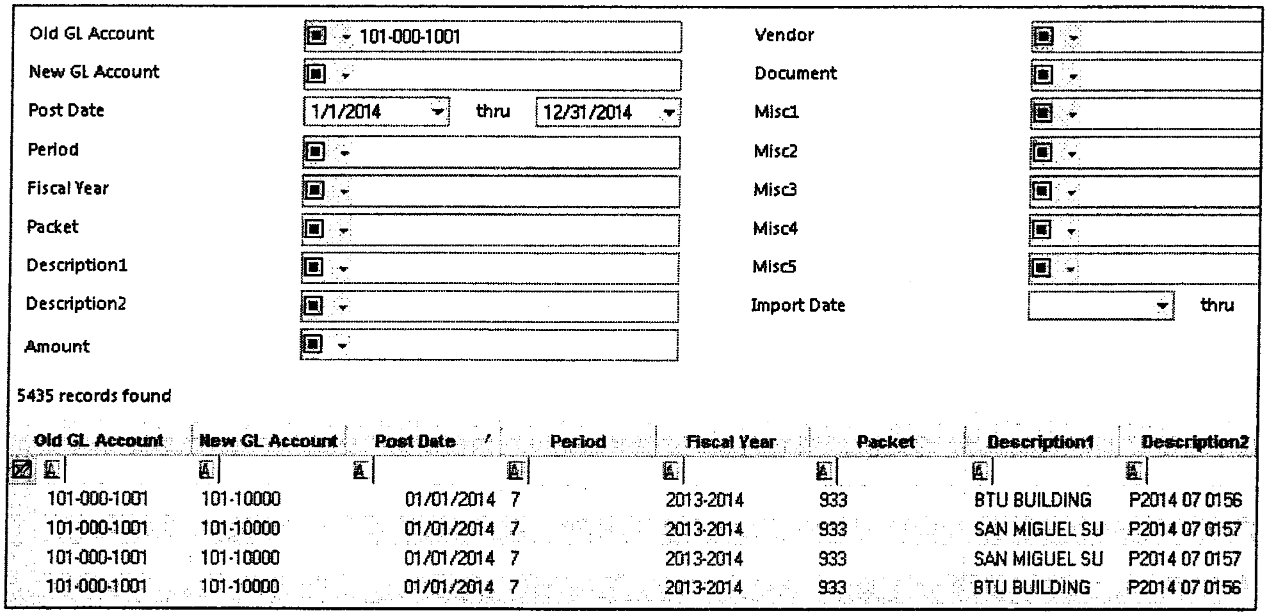
Miscellaneous columns are used to store additional information that does not have a column on the legacy view. This behavior exists in all legacy views, and can be hidden similar to all other grids by right clicking and choosing "select columns." This is useful if the miscellaneous columns are not used.

Misc1	Misc2	Misc3	Misc4	Misc5
Bank Num: C01		TR Check No: 0	Memo: ****Alignment Mask	Status: 2
Bank Num: C01		TR Check No: 0	Memo: ****Alignment Mask	Status: 2
Bank Num: C01	586 SOUTH 9TH STREET,	TR Check No: 11	Memo: OCT'2013 TAX DIS	Status: 1
Bank Num: Z02	P.O. BOX 25128, SANTA F	TR Check No: 0	Memo: PR 9192013 - SIT	Status: 1
Bank Num: Z02	PO BOX 6850, SANTA FE,	TR Check No: 0	Memo: PR 8092013 -	Status: 2
Bank Num: Z02		TR Check No: 0	Memo: PR 2222013 -	Status: 2
Bank Num: Z02	500 WEST NATIONAL AV	TR Check No: 0	Memo: PR 8092013 -	Status: 1
Bank Num: L01		TR Check No: 21	Memo: 2ND QUARTER BIL	Status: 1
Bank Num: Z01		TR Check No: 55	Memo: 2013 ANNUAL IAA	Status: 1
Bank Num: Z01		TR Check No: 55	Memo: TO RECLASS CHE	Status: 1
Bank Num: L01		TR Check No: 21	Memo: PROMOTION OF B	Status: 1

While the client may load their own data into legacy views, there is a benefit to paying Tyler to do it for them. When Tyler imports, links are created between the legacy data and converted accounts/vendors/employees. This means that the Incode 10 production account/vendor/employee records are open, the associated legacy view data will be readily available in the same window.

General Ledger

The general ledger has a single legacy view for transactions. In this example, transactions from account "101-000-1001" between January 1st, 2014 and December 31st, 2014 will be returned.

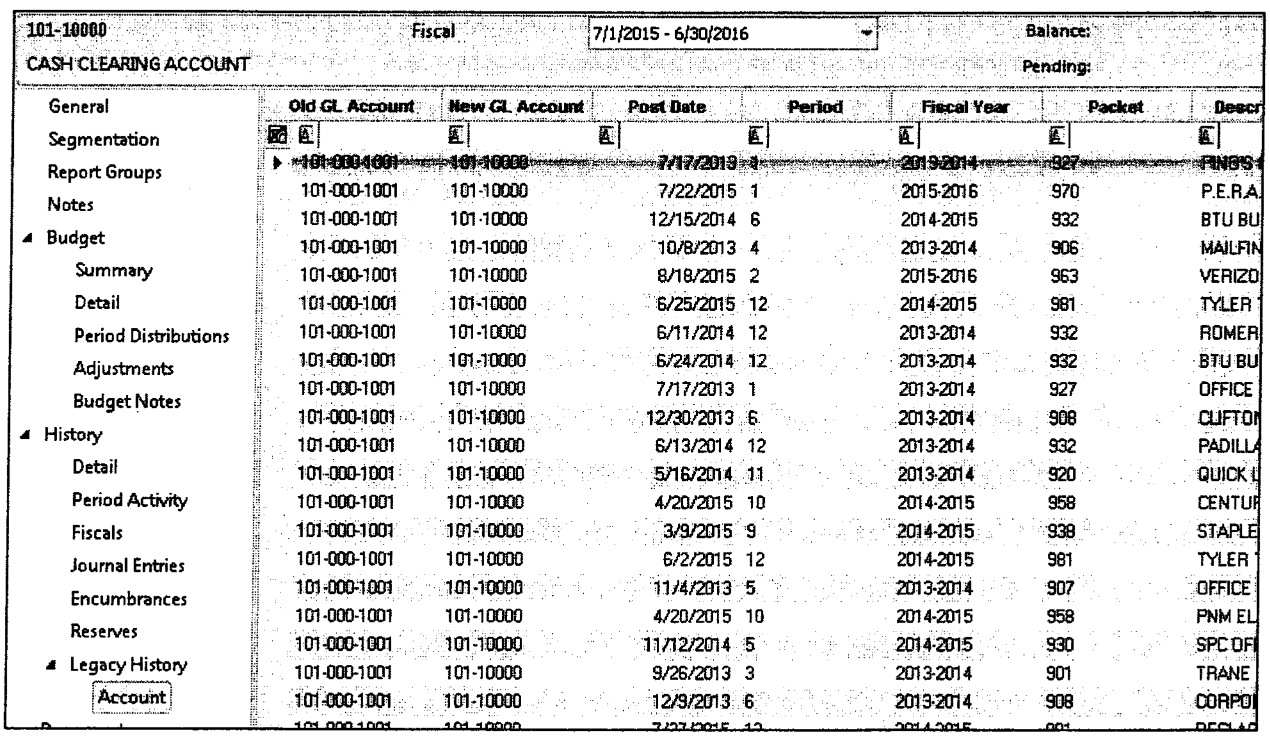


Old GL Account	101-000-1001	Vendor	
New GL Account		Document	
Post Date	1/1/2014 thru 12/31/2014	Misc1	
Period		Misc2	
Fiscal Year		Misc3	
Packet		Misc4	
Description1		Misc5	
Description2		Import Date	thru
Amount			

5435 records found

Old GL Account	New GL Account	Post Date	Period	Fiscal Year	Packet	Description1	Description2
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	BTU BUILDING	P2014 07 0156
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	SAN MIGUEL SU	P2014 07 0157
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	SAN MIGUEL SU	P2014 07 0157
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	BTU BUILDING	P2014 07 0156

In the example below the legacy account number of "101-000-1001" was converted as "101-10000" and by having Tyler import the data there is a link between the Legacy Views data and the converted account.



101-10000
CASH CLEARING ACCOUNT
Fiscal 7/1/2015 - 6/30/2016
Balance:
Pending:

General
Segmentation
Report Groups
Notes
Budget
Summary
Detail
Period Distributions
Adjustments
Budget Notes
History
Detail
Period Activity
Fiscals
Journal Entries
Encumbrances
Reserves
Legacy History
Account

Old GL Account	New GL Account	Post Date	Period	Fiscal Year	Packet	Descr
101-000-1001	101-10000	7/17/2013	1	2013-2014	927	FINGS
101-000-1001	101-10000	7/22/2015	1	2015-2016	970	P.E.R.A.
101-000-1001	101-10000	12/15/2014	6	2014-2015	932	BTU BU
101-000-1001	101-10000	10/8/2013	4	2013-2014	906	MAILFIN
101-000-1001	101-10000	8/18/2015	2	2015-2016	963	VERIZO
101-000-1001	101-10000	6/25/2015	12	2014-2015	981	TYLER
101-000-1001	101-10000	6/11/2014	12	2013-2014	932	ROMER
101-000-1001	101-10000	6/24/2014	12	2013-2014	932	BTU BU
101-000-1001	101-10000	7/17/2013	1	2013-2014	927	OFFICE
101-000-1001	101-10000	12/30/2013	6	2013-2014	908	CLIFTO
101-000-1001	101-10000	6/13/2014	12	2013-2014	932	PADILL
101-000-1001	101-10000	5/16/2014	11	2013-2014	920	QUICK
101-000-1001	101-10000	4/20/2015	10	2014-2015	958	CENTU
101-000-1001	101-10000	3/9/2015	9	2014-2015	938	STAPLE
101-000-1001	101-10000	6/2/2015	12	2014-2015	981	TYLER
101-000-1001	101-10000	11/4/2013	5	2013-2014	907	OFFICE
101-000-1001	101-10000	4/20/2015	10	2014-2015	958	PNM EL
101-000-1001	101-10000	11/12/2014	5	2014-2015	930	SPC OF
101-000-1001	101-10000	9/26/2013	3	2013-2014	901	TRANE
101-000-1001	101-10000	12/9/2013	6	2013-2014	908	CORPO

Accounts Payable

There are three legacy views in the accounts payable module: payable items, payables, and payments. These views do not link to each other which means all information can be converted in constraint-free. Below is a sample of a payment legacy view.

Vendor Set	Old Vendor Number	New Vendor Number	Vendor Name	Payable Id	Type	Invoice Post Date
01	45	00045	Gina's Baked Goods	14980	I	06/02/2008
01	45	00045	Gina's Baked Goods	16648	I	12/19/2011
01	45	00045	Gina's Baked Goods	15435	I	06/03/2009
01	45	00045	Gina's Baked Goods	15342	I	11/05/2008
01	45	00045	Gina's Baked Goods	14980	I	06/02/2008
01	45	00045	Gina's Baked Goods	15435	I	06/03/2009
01	45	00045	Gina's Baked Goods	16648	I	12/19/2011
01	45	00045	Gina's Baked Goods	14980	I	06/02/2008
01	45	00045	Gina's Baked Goods	16648	I	12/19/2011
01	45	00045	Gina's Baked Goods	15342	I	11/05/2008
01	45	00045	Gina's Baked Goods	15342	I	11/05/2008
01	45	00045	Gina's Baked Goods	15435	I	06/03/2009
01	10106	10106	Rick's Concrete	15617/15618	I	08/21/2009
01	10106	10106	Rick's Concrete	16444	I	08/18/2011
01	10106	10106	Rick's Concrete	16510	I	09/13/2011

When Tyler Technologies imports into legacy views, a link will be created between each legacy view and the Incode 10 vendor. Below is a view from the Incode 10 vendor manager showing the legacy view type (item, payable, payment), and the legacy vendor number and the corresponding Incode 10 vendor. In this instance, the legacy vendor "1199" is linked to "01199."

Name: TAXATION & REVENUE DEPART... Status: Active

Number: 01199 Vendor Set: 01 - Vendor Set 01

Pending $0.00

Balance 0.00

Pending + Balance $0.00

General

Profile

1099

Payment Terms

Addresses

Contacts

Notes

PO Notices

Payable Entry

Recurring Payables

Templates

History

Transactions

Outstanding Payables

Purchases

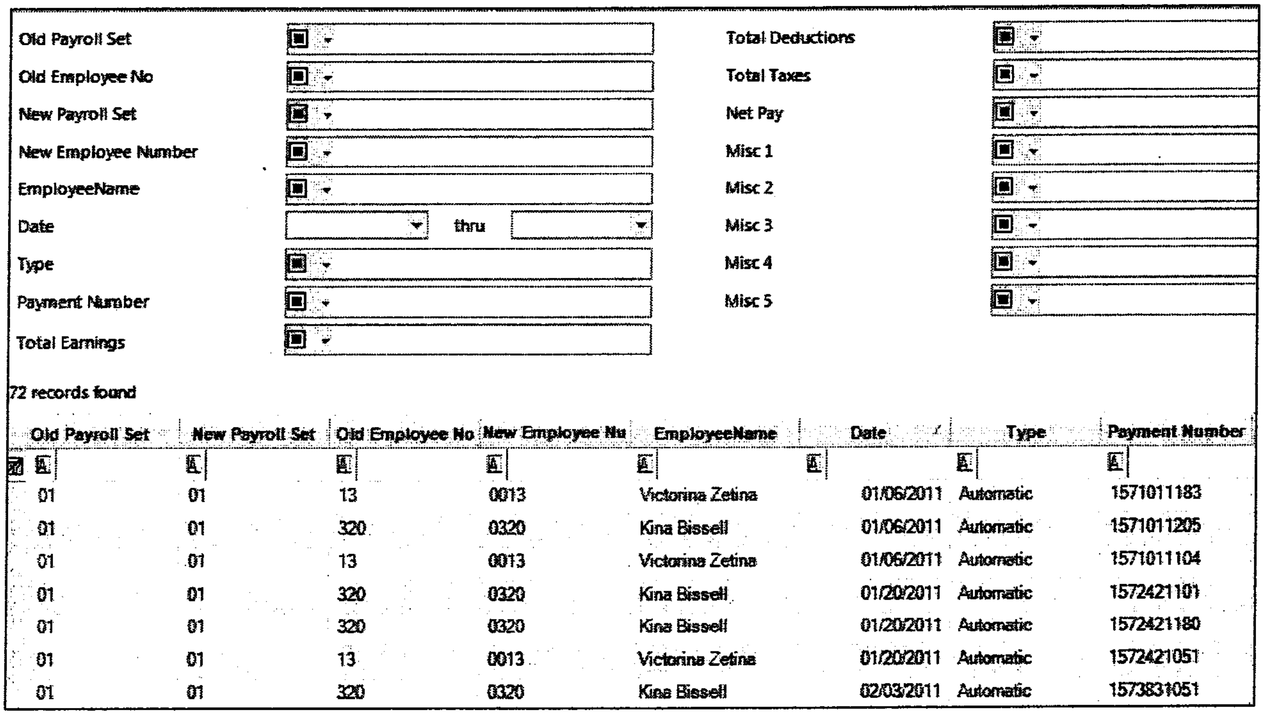
Payments

Purchase Orders

Vendor Set	Old Vendor Numb	New Vendor Num	Vendor Name	Payable Id	Type	Invoice Post Date	Invoice Payment
01	1199	01199	TAXATION & RE	368252	AP	7/24/2013	3,135.99
01	1199	01199	TAXATION & RE	368926	AP	9/4/2013	2,656.50
01	1199	01199	TAXATION & RE	369546	AP	10/16/2013	2,667.80
01	1199	01199	TAXATION & RE	369099	AP	9/18/2013	0.52
01	1199	01199	TAXATION & RE	368485	AP	8/6/2013	3,481.81
01	1199	01199	TAXATION & RE	370454	AP	12/11/2013	2,806.63
01	1199	01199	TAXATION & RE	368102	AP	7/10/2013	3,223.64
01	1199	01199	TAXATION & RE	368680	AP	8/21/2013	2,762.76
01	1199	01199	TAXATION & RE	369874	AP	10/30/2013	2,780.85
01	1199	01199	TAXATION & RE	370014	AP	11/13/2013	2,545.57
01	1199	01199	TAXATION & RE	370531	AP	12/26/2013	2,771.20
01	1199	01199	TAXATION & RE	370293	AP	11/26/2013	2,726.92
01	1199	01199	TAXATION & RE	369087	AP	9/18/2013	2,723.01
01	1199	01199	TAXATION & RE	369378	AP	10/1/2013	2,958.88

Personnel

There are four legacy views in the personnel module: paycheck headers, taxes, deductions, and pay line items. Paycheck taxes, deductions, and pay line items are simply the detailed records of what make up the paycheck header information and similar to the accounts payable module, these tables do not link up. Below is a sample of the header legacy view.

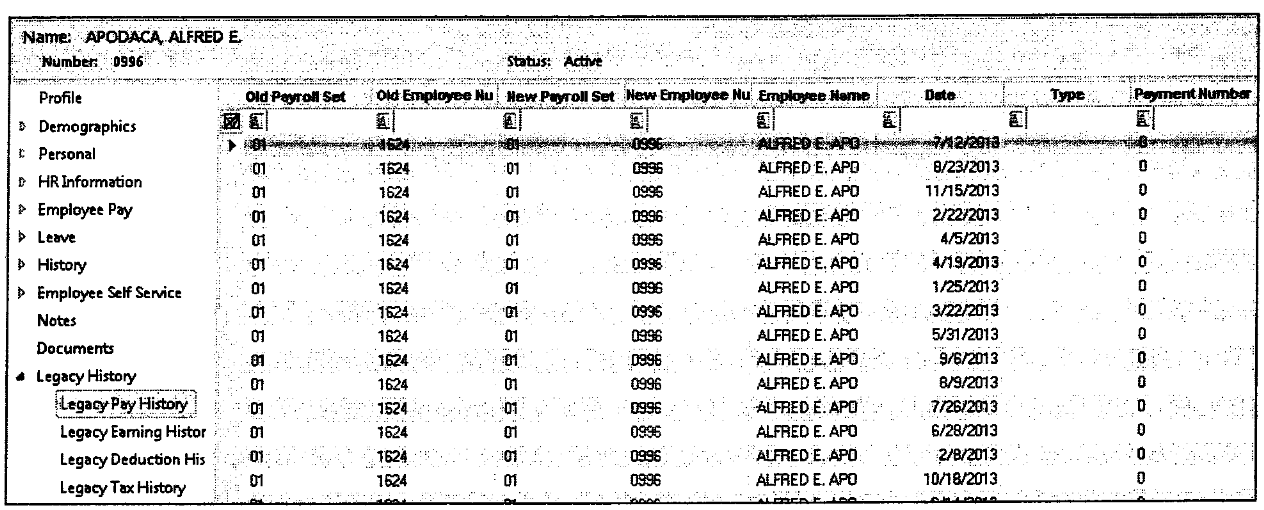


Old Payroll Set
Old Employee No
New Payroll Set
New Employee Number
EmployeeName
Date thru
Type
Payment Number
Total Earnings
Total Deductions
Total Taxes
Net Pay
Misc 1
Misc 2
Misc 3
Misc 4
Misc 5

72 records found

Old Payroll Set	New Payroll Set	Old Employee No	New Employee Nu	EmployeeName	Date	Type	Payment Number
01	01	13	0013	Victorina Zetina	01/06/2011	Automatic	1571011183
01	01	320	0320	Kina Bissell	01/06/2011	Automatic	1571011205
01	01	13	0013	Victorina Zetina	01/06/2011	Automatic	1571011104
01	01	320	0320	Kina Bissell	01/20/2011	Automatic	1572421101
01	01	320	0320	Kina Bissell	01/20/2011	Automatic	1572421180
01	01	13	0013	Victorina Zetina	01/20/2011	Automatic	1572421051
01	01	320	0320	Kina Bissell	02/03/2011	Automatic	1573831051

Similar to the above examples for general ledger and accounts payable, below are the results for pay header history that Tyler converted into legacy views to match up old employee "1624" to new employee number "0996." The same linking will be present in the earning, deduction, and tax history views.



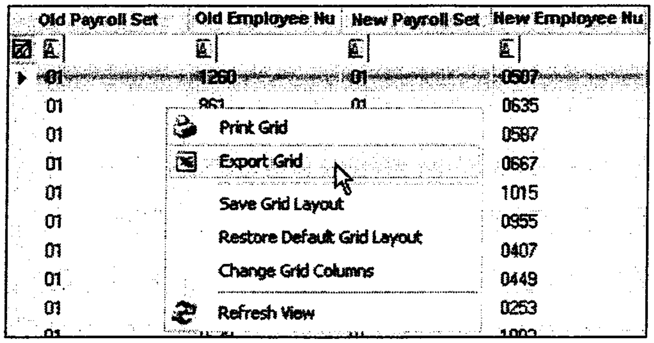
Name: APODACA, ALFRED E.
Number: 0996
Status: Active

Profile
Demographics
Personal
HR Information
Employee Pay
Leave
History
Employee Self Service
Notes
Documents
Legacy History
Legacy Pay History
Legacy Earning Histor
Legacy Deduction His
Legacy Tax History

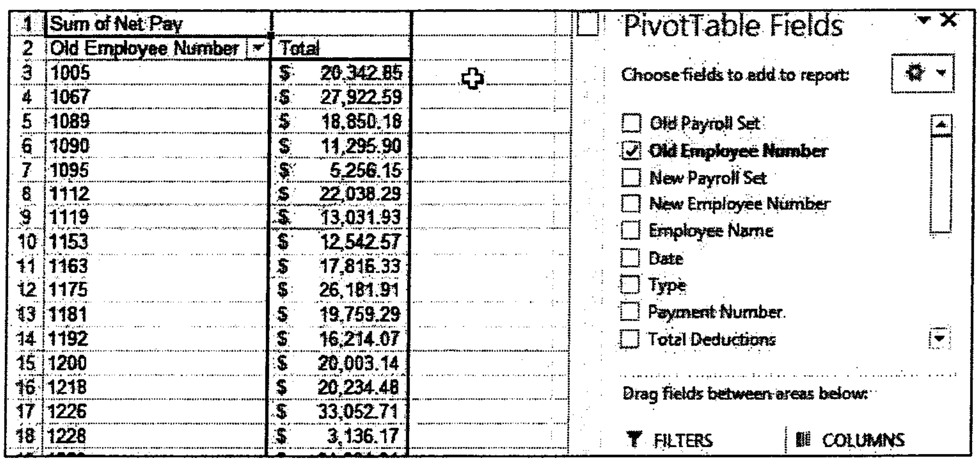
Old Payroll Set	Old Employee Nu	New Payroll Set	New Employee Nu	Employee Name	Date	Type	Payment Number
01	1624	01	0996	ALFRED E. APO	7/12/2013		0
01	1624	01	0996	ALFRED E. APO	8/23/2013		0
01	1624	01	0996	ALFRED E. APO	11/15/2013		0
01	1624	01	0996	ALFRED E. APO	2/22/2013		0
01	1624	01	0996	ALFRED E. APO	4/5/2013		0
01	1624	01	0996	ALFRED E. APO	4/19/2013		0
01	1624	01	0996	ALFRED E. APO	1/25/2013		0
01	1624	01	0996	ALFRED E. APO	3/22/2013		0
01	1624	01	0996	ALFRED E. APO	5/31/2013		0
01	1624	01	0996	ALFRED E. APO	9/6/2013		0
01	1624	01	0996	ALFRED E. APO	8/9/2013		0
01	1624	01	0996	ALFRED E. APO	7/26/2013		0
01	1624	01	0996	ALFRED E. APO	6/28/2013		0
01	1624	01	0996	ALFRED E. APO	2/8/2013		0
01	1624	01	0996	ALFRED E. APO	10/18/2013		0

Running Reports

While no reports are created by Incode 10 for legacy views, it is very simple to create reports inside Excel. After the desired filters have been entered in the legacy view search options, the results can be exported with a right click in the grid as seen below.

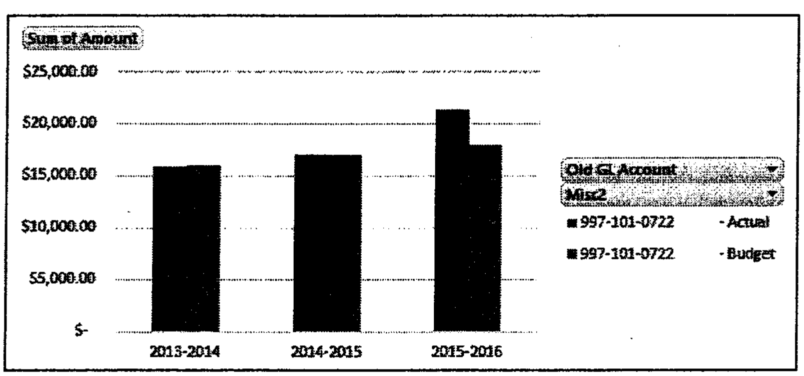


Once the data is in Excel, reporting can be performed by the user. Most commonly used is Excel's ability to group data with PivotTable features. Below, all employee net pays are grouped for the 2013 year.



1	Sum of Net Pay	
2	Old Employee Number	Total
3	1005	$ 20,342.85
4	1067	$ 27,922.59
5	1089	$ 18,850.18
6	1090	$ 11,295.90
7	1095	$ 5,256.15
8	1112	$ 22,038.29
9	1119	$ 13,031.93
10	1153	$ 12,542.57
11	1163	$ 17,816.33
12	1175	$ 26,181.91
13	1181	$ 19,759.29
14	1192	$ 16,214.07
15	1200	$ 20,003.14
16	1218	$ 20,234.48
17	1226	$ 33,052.71
18	1228	$ 3,136.17

PivotCharts are simple to create with PivotTable information. In the example below, a quick budget report was created for general ledger account 997-101-0722 showing the budgeted amount versus the actual spent.



tyler technologies

ITEM NO. 5

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sam Gutierrez, Director of Public Works

DATE: December 4, 2019

SUBJECT: Approval of Contract Renewal for Tyler Technologies' EnerGov Platform to Provide Implementation and Subscription Services for Permitting and Plan Check Computer Software Solutions for Business License, Planning, Building, Public Works and Code Enforcement

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SUMMARY

This report seeks City Council consideration for approval of an Amendment for renewal of the existing contract with Tyler Technologies, Inc. for implementation and software as a service (SaaS) subscription services for the EnerGov Permitting and Plan Check Platform. The renewal sets new pricing for the services and includes a three-year contract extension. The system will provide Business License, Planning, Building, Public Works and Code Enforcement with the capability of an all-electronic permit and plan check workflow processes.

RECOMMENDATION

It is recommended that the City Council approve the proposed contract renewal for Tyler Technologies, Inc., setting new pricing and extending the existing contract for an additional three (3) years and authorize the Mayor to execute the contract extension for the implementation and software subscription services for the Tyler EnerGov platform.

FISCAL IMPACT

The following table lists approved funds for the services which is listed in FY 2019-20 #CIP20-7.

CIP20-7	General Plan Fees – Acct. #235-40-440-58105-00000	$108,593.00
Total Approved Funds		**$108,593.00**

Implementation		$37,079.30
Annual SaaS Subscription Cost:		
7/1/20-6/30/21	EnerGov SaaS: $22,106 / EnerGov Report Dev Services: $578.81	$22,684.81
7/1/21-6/30/22	EnerGov SaaS: $23,211 / EnerGov Report Dev Services: $607.75	$23,818.75
7/1/22-6/30/23	EnerGov SaaS: $24,372 / EnerGov Report Dev Services: $638.14	$25,010.14
Total 3-year Cost		**$108,593.00**

BACKGROUND

Current systems utilized by the various Divisions range between Excel spreadsheets and paper files (Planning and Public Works), HdL (Business License and Building) and Accela (Code Enforcement). None of the various existing systems are compatible with each other and integrating the systems is not feasible.

In a desire to streamline and integrate the various divisions processes and funcitons the City decided to look into implementing a computer-based system that would be compatible with the various division's workflows. On October 15, 2015, Staff circulated a Request for Proposals (RFP) for electronic-based permit and plan check tracking and streamlining systems. A total of 14 proposals were received and

City Staff evaluated and ranked on a variety of criteria such as system functionality, conceptual planning and implementation, overall cost, support and maintenance and firm qualifications. Upon review and evaluations, Staff decided to interview the top four (4) firms.

On June 20, 2016 the City Council approved a contract with Tyler Technologies to implement their EnerGov software services platform. This system is designed precisely to address the challenges of the paper-based and other traditional systems and integrate the various City functions performed by the divisions under one comprehensive and unifying platform.

DUSCUSSION

The core purpose of the system is to enhance customer service, increase transparency, ensure accountability, reduce permit processing time, decrease unnecessary and redundant staff workloads, provide consolidated reporting, permit and plan check tracking across departments and divisions, and increase data security.

During the course of the past three years, Staff has been working closely with Tyler Technologies on the implementation of the system. The challenges involved in moving paper-based processes and older software programs to an all-new system have tedious and arduous. Despite these challenges, the team has been able to make significant strides over the last year. The system is expected to be be ready for testing by March 2020. Once testing is completed, a soft systems launch will be initiated.

Although the existing contract auto-renews on a yearly-basis, staff felt that the pricing structure of the contract needed to be reviewed. The language related to the SasS rates was ambiguous and led to confusion when processing payment. Approval of this action will allow the City to establish new pricing and renegotiated subscription rates that are aligned with the intent of the original contract. Currently, the cost for the subscription services is $91,536.90 yearly not including product discounts. The proposed cost for the subscription services, per the renewal contract, will be locked-in for FYs 2020-21, 2021-22 and 2022-23 at $22,684.81, $23,818.75 and $25,010.14 respectively. This price reduction was achieved by further negotiating a 36 percent discount and eliminating various software extensions included in the original contract that are considered unnecessary for the implementation of the system. The extensions provide capabilities such as online submittals, e-reviews and decision engines which are not pre-requisites for the core functions of the system. These additional capabilities can be re-visited and added at any time in the future.

ENVIRONMENTAL REVIEW

None required

ALTERNATIVES

1. The City Council may choose not to approve the contract amendment for renewal with Tyler Technologies and direct staff to continue with the auto-renew provision of the existing contract. This option will delay the overall project schedule and cost significantly more while not providing significant benefit.
2. Provide Staff with alternate direction.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

1. Contract Amendment for Renewal
2. Original contract for Tyler Technologies

Attachment 1
Contract Amendment for Renewal

tyler
technologies

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Baldwin Park, California, with offices at 14403 East Pacific Avenue, Baldwin Park, California 91706 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 29, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein to clarify certain EnerGov Fees for the time periods defined herein;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. As of July 1, 2019, the following EnerGov SaaS (hereafter, the "SaaS Extensions") are hereby removed from the Agreement:
   a. EnerGov Citizen Access Web Portal (PLM)
   b. Energov eReviews
   c. Energov Citizen Access Web Portal (LRM)
   d. EnerGov Decision Engine

   As of such date, Client's right to access or use such EnerGov SaaS Extensions is terminated, as are Tyler's obligations to host, support, maintain, and update such SaaS.
2. The parties agree that the EnerGov annual fees shall be as follows for the time period specified:

Time Period	Fee Type & Amount
7/1/20-6/30/21	EnerGov SaaS: $22,106 / EnerGov Report Dev Services: $578.81
7/1/21-6/30/22	EnerGov SaaS: $23,211 / EnerGov Report Dev Services: $607.75
7/1/22-6/30/23	EnerGov SaaS: $24,372 / EnerGov Report Dev Services: $638.14

   Thereafter, consistent with Section H(1.1) and Exhibit B, Section 2.1 of the Agreement, your fees for EnerGov SaaS and Report Development Services will be at our then-current rates, with increases using the prior year's fees as the basis.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Baldwin Park, California
By: Andrea Fravert	By:
Name: Andrea Fravert	Name:
Title: Director of Legal Affairs	Title:
Date: 11/22/19	Date:

Attachment 2
Original Contract for Tyler Technologies

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license and/or provide the software products and perform the services set forth in the Investment Summaries and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement, including the Exhibits thereto.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Baldwin Park, CA.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the EnerGov Investment Summary, which in all events shall not exceed 200 gigs of Data at any time.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services, as set forth in the EnerGov Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"EnerGov Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Schedule 1 to Exhibit A.
- **"EnerGov Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the EnerGov Investment Summary and licensed by us to you through this Agreement.
- **"EnerGov Statement of Work"** means the implementation plan describing how our professional services will be provided to implement the EnerGov Software, and outlining your and our roles and responsibilities in connection with that implementation. The EnerGov Statement of Work is attached as Schedule 1 to Exhibit E.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without

limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **"Incode Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Schedule 2 to Exhibit A.
- **"Incode Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Incode Investment Summary and licensed by us to you through this Agreement.
- **"Incode Statement of Work"** means the implementation plan describing how our professional services will be provided to implement the Incode Software, and outlining your and our roles and responsibilities in connection with that implementation. The Incode Statement of Work is attached as Schedule 2 to Exhibit E.
- **"Investment Summary(ies)"** means the EnerGov Investment Summary and the Incode Investment Summary attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the EnerGov Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the EnerGov Software, and includes the right to access and use the EnerGov Software, receive maintenance and support on the EnerGov Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"Service Level Agreement"** or **"SLA"** means the service level agreement for the EnerGov Software, attached hereto as Exhibit D.
- **"Statement(s) of Work"** means the EnerGov Statement of Work and the Incode Statement of Work.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit F.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means the EnerGov Software and the Incode Software.
- **"we"**, **"us"**, **"our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – INCODE SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Incode Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Incode Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Incode Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Incode Software to a third party; (b) reverse engineer, decompile, or disassemble the Incode Software; (c) rent, lease, lend, or provide commercial hosting services with the Incode Software; or (d) publish or otherwise disclose the Incode Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Incode Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Incode Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Incode Software and the Documentation. **The Incode Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Incode Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee, all of which will be provided to you upon your written request. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Incode Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Incode Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Incode Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – ENERGOV SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS

Services solely for your internal business purposes for the number of Defined Concurrent Users only. The EnerGov Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the EnerGov Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the EnerGov Software, as further described in Section E(2).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section J(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the EnerGov Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the EnerGov Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the EnerGov Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, EnerGov Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the EnerGov Software will perform without Defects during the term of this Agreement. If the EnerGov Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section E(2), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the EnerGov Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the EnerGov Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the EnerGov Software. Unauthorized attempts to access files, passwords, or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION D – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statements of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summaries. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summaries are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summaries will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summaries contain, and the Statements of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Incode Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be

liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION E – MAINTENANCE AND SUPPORT

1. Incode Software. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Incode Software under the terms of our standard Maintenance and Support Agreement.

   If you have opted not to purchase ongoing maintenance and support services for the Incode Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Incode Software on a time and materials basis. In addition, you will:

   (i) receive the lowest priority under our Support Call Process;
   (ii) be required to purchase new releases of the Incode Software, including fixes, enhancements and patches;
   (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Incode Software;
   (iv) be charged for a minimum of two (2) hours of support services for every support call; and
   (v) not be granted access to the support website for the Incode Software or the Tyler Community Forum.

2. EnerGov Software. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   2.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the EnerGov Software (limited to the then-current version and the immediately prior version);

   2.2 provide telephone support during our established support hours;

   2.3 maintain personnel that are sufficiently trained to be familiar with the EnerGov Software and Third Party Software, if any, in order to provide maintenance and support services;

   2.4 make available to you all major and minor releases to the EnerGov Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   2.5 provide non-Defect resolution support of prior releases of the Energov Software in accordance with our then-current release life cycle policy.

   We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the EnerGov Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the EnerGov Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION F – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summaries, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summaries. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software - Incode. Upon payment in full of the Third Party Software license fees set forth in the Incode Investment Summary, if any, you will receive a non-transferable license to use such Third Party Software and related documentation for your internal business purposes only. Your license rights to such Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software listed in your Incode Investment Summary. The installation cost is included in the installation fee in the Incode Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software listed in your Incode Investment Summary, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software listed in the Incode Investment Summary to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Software – EnerGov. As part of the SaaS Services, you may receive access to Third Party Software as listed in the EnerGov Investment Summary and related documentation for internal

business purposes only. Your rights to the Third Party Software listed in the EnerGov Investment Summary, if any, will be governed by the Third Party Terms.

4. Third Party Products Warranties.

4.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

4.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

4.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

5. Maintenance. If you have a Maintenance and Support Agreement in effect for the Incode Software, you may report defects and other issues related to the Third Party Software listed in the Incode Investment Summary directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION G – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summaries per our Invoicing and Payment Policy, subject to Section G(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERM AND TERMINATION

1. Term.

1.1 EnerGov Software. The initial term of this Agreement with respect to the EnerGov Software is three (3) years from the first day of the month following the Effective Date, unless earlier terminated as set forth below. After the first day of the month following the Effective Date, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the EnerGov Software and the SaaS Services will terminate at the end of this Agreement. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

1.2 Incode Software. The license grant to the Incode Software is perpetual, subject to the restrictions set forth in Section C.

2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

3. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

4. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. LIMITATION OF LIABILITY. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT FOR THE INCODE SOFTWARE, THE TOTAL ONE-TIME FEES SET FORTH IN THE INCODE INVESTMENT SUMMARY PLUS THE TOTAL YEAR ONE SAAS FEES SET FORTH IN THE ENERGOV INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT FOR THE INCODE SOFTWARE, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE FOR THE INCODE SOFTWARE PLUS THE THEN-CURRENT ANNUAL SAAS FEES FOR THE ENERGOV SOFTWARE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).**

5. EXCLUSION OF CERTAIN DAMAGES. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in

good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summaries do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the

event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summaries
	Schedule 1: EnerGov Investment Summary
	Schedule 2: Incode Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Incode Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	EnerGov Service Level Agreement
Exhibit E	Statements of Work
	Schedule 1: EnerGov Statement of Work
	Schedule 2: Incode Statement of Work
Exhibit F	Third Party Terms

[Signature Page to Follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Baldwin Park, California
By:	By:
Name: Dane Womble	Name: MANUAL LOZANO
Title: President, LGD	Title: MAYOR
Date: 6/29/16	Date: 6/20/16

Address for Notices:	Address for Notices:
Tyler Technologies, Inc.	City of Baldwin Park
One Tyler Drive	14403 East Pacific Avenue
Yarmouth, ME 04096	Baldwin Park, CA 91706
Attention: Associate General Counsel	Attention: Rose Tam

tyler technologies

Exhibit A
Investment Summaries

The following Investment Summaries detail the software, products, and services to be delivered by us to you under the Agreement. The Investment Summaries are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Remainder of Page Left Intentionally Blank]

Exhibit A
Schedule 1
EnerGov Investment Summary

EnerGov SaaS - Silver

[illegible]	[illegible]	[illegible]	[illegible]
Core Software:			
EnerGov Permitting & Land Management Suite (PLM)	$169.00	10	$20,280.00
EnerGov Licensing and Regulatory Management Suite (LRM) - $169 per month per user	$0.00	3	$6,084.00
Extensions:			
EnerGov Citizen Access Web Portal - Permitting & Land Mgmt (PLM)	$1,250.00	Site License	$15,000.00
EnerGov e-Reviews	$1,250.00	Site License	$15,000.00
EnerGov Citizen Access Web Portal - Licensing & Reg Mgmt (LRM)	$1,250.00	Site License	$15,000.00
EnerGov IG Workforce Apps	$49.00	5	$2,940.00
EnerGov Report Toolkit	$196.00	Site License	$2,350.00
EnerGov Decision Engine	$833.00	Site License	$9,999.00
Sub-Total:			$86,653.00
Less Discount			*$31,673.00*
TOTAL:			**$54,980.00**

EnerGov Professional Services

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
EnerGov Project Management Services	100	$175.00	$17,500.00	$0.00
EnerGov Onsite Training & Production Support Services	100	$175.00	$17,500.00	$0.00
EnerGov Report Development Services	10	$250.00	$2,500.00	$500.00
EnerGov Professional Implementation Services	370	$175.00	$64,750.00	$0.00
EnerGov Fundamentals Training	40	$175.00	$7,000.00	$0.00
TOTAL:			**$109,250.00**	**$500.00**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS	$0.00	$54,980.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$109,250.00	$500.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$109,250.00**	**$55,480.00**
Year One Contract Total	**$164,730.00**	
Estimated Travel Expenses	**$8,500.00**	

Comments

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov monthly fees are rounded, excluding cents.

Exhibit A
Schedule 2
Incode Investment Summary

Investment Summary
Rose Tam
City of Baldwin Park

tyler technologies

Prepared for:	**City of Baldwin Park**	**Contract ID # :**	**2016-0115**
Contact Person:	Rose Tam	**Issue Date:**	**04/27/16**
Address:	14403 East Pacific Avenue Baldwin Park, CA 91706	**Sales Rep:**	**K. Winget**
Phone:	626-960-4011 Ext. 254		
Fax:			
Email:	rtam@baldwinpark.com	**Tax Exempt:**	**Yes / No**

	[illegible]					
Product, Service & Equipment	**Upon Execution**	**Upon Available Download Date**	**Upon Earlier Of***	**As Delivered**	**Totals**	**Annual Fees**
Total Applications Software						
License Fees - INCODE Financial Suite	14,253	34,208	8,552		57,013	31,000
License Fees - INCODE Personnel Management Suite	5,913	14,190	3,548		23,650	
License Fees - INCODE Customer Relationship Management Suite	5,363	12,870	3,218		21,450	
License Fees - INCODE Document Management Suite	5,375	12,900	3,225		21,500	
Less Discount	(4,635)	(11,125)	(2,781)		(18,542)	
Total Professional Services						
Implementation				57,000	57,000	
Project Management & Final Implementation				20,361	20,361	
Data Conversion				43,000	43,000	
Annual Services						
Tyler On Demand - Tyler U						950
Totals	**26,268**	**63,043**	**15,761**	**120,361**	**225,432**	**31,950**

*** Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.**

Please Note: Travel expenses will be billed as incurred.

Annual Fees for the above items for 5 years will be as follows
Year 1 - $31,950
Year 2- $32,909
Year 3- $33,896
Year 4- $34,913
Year 5- $36,061

Software Licenses

Rose Tam
City of Baldwin Park
April 27, 2016

Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Fee
Incode Financial Management Suite				57,013	19,000	12,543
Core Financials		88	11,000			
(General Ledger, Budget Prep, Bank Recon, Accounts Payable)						
Positive Pay						
Purchasing		36	4,500			
Fixed Assets		16	2,000			
Project Accounting		12	1,500			
Incode Personnel Management Suite				23,650	25,000	9,613
Personnel Management		80	10,000			
Employee Self Service *(Number of FTE Employees)*	150	60	7,500			N/C
(Employee Portal)						
ESS Time & Attendance (Number of FTE Employees)	150	60	7,500			4,410
Incode Customer Relationship Management Suite				21,450	6,000	4,114
Cashiering	1	32	4,000			
(Support Credit/Debit Cards via ETS, PCI Compliant)						
Cashiering Receipt Import (Generic Interface)		Included	Included			
Miscellaneous Accounts Receivable	1	16	2,000			
Incode Content/Document Management Suite				21,500	7,000	4,730
Incode Printing and Reporting Solutions						
Standard Forms Package	1	Included	Included			
(4 Overlays for Financials, 5 Overlays for CRM, 1 Logo)						
Secure Signatures *(includes 2 signatures)*	1	Included	Included			
Output Director						
Output Director		8	1,000			
(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)						
Content Management						
Tyler Content Manager Standard Edition (TCM SE)	1	48	6,000			
(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)						
Note: Proposal includes unlimited users on all software applications as well as no additional license fees for future upgrades to software applications						
Professional Services					20,361	
Business Process Review/Discovery		32	4,000		4,000	
Project Management			12,361		12,361	
Post Implementation Onsite Assistance		32	4,000		4,000	
Incode Application Subtotal		456	57,000	123,613	57,000	31,000
Professional Services		64	16,361		20,361	
Preferred Client Discount				(18,542)		
Application and System Software Total		520	73,361	105,071	77,361	31,000

Professional Services
Rose Tam
City of Baldwin Park
April 27, 2016

Conversion Services	QTY	Programming Fee	Hours	Estimated Services	Conversion Fee
Financial Applications					25,500
General Ledger		6,000	8	1,000	
- Chart of Accounts					
- Budget (2 years + Current)					
- Transaction History (2 years + Current)		500	4	500	
Accounts Payable		5,000	4	500	
- Vendor Master Info, address, primary contact					
- 1099 Balances (current year)					
Transaction History (2 years + Current)		1,000	8	1,000	
Vendor Notes, Additional Contacts		1,000	4	500	
Fixed Assets		3,000	8	1,000	
- Assets information with improvements, totals only, no history)					
Project Accounting		3,500	8	1,000	
- Project Notes, Accounts (Open Projects Only)					
- Project Account Budgets (Open Projects Only)					
- Project Account Detail (Open Projects Only)					
Personnel/Payroll Applications					17,500
Personnel Management/Payroll		8,500	48	6,000	
- Basic Employee Information - employee master, address, primary contact, standard dates (i.e. hire, birth, termination, leave), standard phones (work, home, cell), current direct deposit, current position, retirement, employee deductions, employee taxes					
- Current Year Leave Balances					
- Current Year detailed employee pay history - paycheck earnings, earning distribution, deductions and taxes OR current year quarterly summarized history					
Direct Deposit detailed history 2 years + Current	1	500	4	500	
Detailed Employee Information	1	1,000	8	1,000	
- Additional contacts, dependent details, notes, additional dates (i.e. anniversary, seniority), additional phones (i.e. spouse, fax)					
Conversion Services Total		30,000	104	13,000	43,000

Tyler On Demand - Tyler U

Rose Tam
City of Baldwin Park
April 27, 2016

Service	Annual Fee
Tyler On Demand - Tyler U	
Tyler U Subscription - E-learning courses available for all employees during the subscription period - Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications - Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards - Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention - Available 24/7 - New courses created continually	950
Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org	
Tyler Online Training Center Total	950

tyler technologies

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summaries. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summaries as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Incode Software.

    1.1 *License Fees*: License fees for the Incode Software are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Incode Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Incode Software in live production or 180 days after the Available Download Date.

    1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Incode Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. The foregoing notwithstanding, annual maintenance fees for the Incode Software included in the Investment Summary as of the Effective Date are as follows: Year 2 - $32,909.00; Year 3 - $33,896.00; Year 4 - $34,913.00; Year 5 - $36,061.00. Your fees for each subsequent year will be set at our then-current rates.

2. EnerGov Software.

    2.1 *SaaS Fees*: SaaS Fees are invoiced on an annual basis, beginning on the Effective Date. Your annual SaaS fees for year 1 are set forth in the EnerGov Investment Summary. Thereafter, your annual SaaS fees will be at our then-current rates.

3. Professional Services.

    3.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summaries.

    3.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

3.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

3.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

3.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summaries do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five days = one checked bag
   - Six or more days = two checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

<u>Departure Day</u>

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

<u>Return Day</u>

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

Exhibit C
Incode Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Incode Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Incode Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Incode Software are listed in the Incode Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Incode Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Incode Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Incode Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Incode Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support

services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Incode Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources
A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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Exhibit D
EnerGov Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the EnerGov Software is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the EnerGov Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that the EnerGov Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the EnerGov Software is intended to be 24/7/365. We set Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. <u>Client Relief</u>

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of one quarter of the then-current SaaS Fee. To the extent any credit is identified in any quarter, it will accumulate, and all credits will be deducted from the SaaS Fee for the immediately following year. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the quarter following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your credits will be reissued in that following quarter.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit E
Statements of Work

[Remainder of Page Left Intentionally Blank]

Exhibit E
Schedule 1
EnerGov Statement of Work

[Attached as a separate document]

Exhibit E
Schedule 2
Incode Statement of Work

[Attached as a separate document]

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Exhibit F
Third Party Terms

[To be inserted, if necessary]

ITEM NO. 11

STAFF REPORT

TO:	**Honorable Mayor and Members of the City Council**
FROM:	**Sam Gutierrez, Director of Public Works**
DATE:	**July 15, 2020**
SUBJECT:	**Accept and Authorize the Filing of a Notice of Completion for City Project CIP No. 20-150 – City Hall 2nd Floor Remodeling Project**

SUMMARY

This item will accept completed work for City Project No. CIP20-150 - 2nd Floor Remodeling Project, close the various contracts for work related to the improvements and upgrades to the 2nd floor of City Hall and authorize a filing of a Notice of Completion (NOC) with the County Recorder's Office. The item will authorize the close of contracts with Shaw Integrated Solutions for the replacement of flooring/carpet at City Hall 2nd Floor, Swedlows Distributors, Inc. for the replacement of partitions and A1 Concrete & Construction Inc. for the replacement of the public counter, expansion of conference room, construction of new meeting room and employees lounge at the 2nd Floor of City Hall.

RECOMMENDATION

It is recommended that the City Council:

1. Accept the construction improvements by Shaw Integrated Solution and authorize the recordation of a Notice of Completion; and
2. Accept the construction improvements by Swedlows Distributors, Inc. and authorize the recordation of a Notice of Completion; and
3. Accept the construction improvements by A1 Concrete & Construction Inc. and authorize the recordation of a Notice of Completion; and
4. Authorize Staff to release retention funds upon the expiration of the 35-day notice period.

FISCAL IMPACT

The total FY19-20 approved CIP budget for the project is $410,000.

Approved Budget		**Amount**
FY19-20 CIP 20-150	2nd Floor Remodeling Project (Flooring/ Carpet, Lobby, Counter and cubicles)	$410,000.00
Total Funding		**$410,000.00**

Administrative Budget Transfer		**Amount**
From Account No. 245-50-510-53390-00000 (Prop C)	To Account No. 245-50-520-58100-15101	$8,000.00
From Account No. 254-50-510-51100-15055 (Measure R)	To Account No. 254-50-520-58100-15101	$7,844.93
Total Transfer Amount		**$15,844.93**

Construction Costs	**Amount**
Construction Contract	$410,000.00
Change Orders	$15,844.93
Total Project Costs	**$425,844.93**

BACKGROUND

On October 2, 2019, City Council approved Fiscal Year (FY) 2019-2020 CIP budget, which included a line item under Cost Center 520 for the replacement of partitions, flooring, lobby remodel, Housing meeting room, engineering conference room expansion, and employees lounge remodel at City Hall, 2nd Floor. Most of the partitions and flooring has reached its life and is showing considerable wear.

On February 19, 2020, the City Council awarded construction contracts for work related to the maintenance and upgrades to the 2nd floor of City Hall with Shaw Integrated Solutions for the replacement of flooring/carpet, Swedlows Distributors, Inc. for the replacement of partitions, and A1 Concrete & Construction Inc. for the replacement of the public counter, expansion of engineering conference room, construction of new meeting room and employees lounge at the 2nd Floor of City Hall.

DISCUSSION

The project included removal and disposal of existing; flooring/ carpet, baseboards, partitions, and counters as well as the expansion of the conference room and employees lounge. The lobby counters were upgraded to be compliant with ADA requirements and were reconfigured to accommodate a new Housing meeting room for privacy while conducting case interviews. The project also included the expansion of Engineering Conference room to increase SF area, lighting and installation of glass walls. The flooring improvements included replacing the existing carpet with commercial grade vinyl flooring and new carpet rated for high foot-traffic use. The flooring materials match the décor of the new City standard color pallets. The majority of the construction and installation took place after normal working hours and weekends to minimize work interruptions. Staff also worked with several contractors to reduce the overhead cost instead of awarding the entire project to one contractor.

With a total construction budget of $410,000 including contingency, the budget did not cover the total construction cost due to several changes addressing unforeseen and additional work items to complete the project. Change orders were executed for the relocation of existing HVAC ducts to the reception area, installing new electrical and lighting system, installing new electric metallic tube (EMT) conduits, blueprint cabinet, and adding glass panels for new work partitions.

The total construction costs were $425,844.93 including change orders shown above. To complete the project close-out, an administrative budget transfer of $15,844.93 is required. The transfer will be from unspent funds in the FY19-20 operations budget. Staff recommends that the City Council approve the budget transfer and accept the improvements and authorize staff to file a Notice of Completion.

LEGAL REVIEW

Not Required.

ATTACHMENTS

1. Notice of Completion

RECORDING REQUESTED BY:

CITY OF BALDWIN PARK

When Recorded Return To:

Name: CITY OF BALDWIN PARK

Address: 14403 East Pacific Avenue

Baldwin Park, CA 91706

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: **N/A**

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A certain work of improvement on the property hereinafter described and known as: **City Project No. CIP20-150 City Hall 2nd Floor Remodeling Project,** for the City of Baldwin Park and was **ACCEPTED** by the City Council on: **July 15, 2020.**
2. The FULL NAME of the OWNER is **City of Baldwin Park**
3. The FULL ADDRESS of the OWNER is **14403 E. Pacific Avenue, Baldwin Park, CA 91706**
4. A work of improvement on the property hereinafter described was COMPLETED on **June 30, 2020**
5. The work of improvement completed is described as follows: **City Project No. CIP20-150 City Hall 2nd Floor Remodeling Project**
6. THE NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is **A1 Concrete & Construction Inc.**
7. The street address or location of said property is **City Hall 2nd Floor Remodeling Project- Replacement of the public counter, expansion of conference room, construction of new meeting room and employees lounge at the 2nd Floor of City Hall.**

The undersigned, being duly sworn, is the Public Works for the City of Baldwin Park, makes this verification on behalf of said entity, has read the foregoing and knows the contents thereof, and that the facts stated herein are true.

By: ______________________

John Beshay, Engineering Manager
Executed in the City of Baldwin Park

Date: ______________________

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

______________________ ______________________

Date Signature Sam Gutierrez, Director of Public Works

City of Baldwin Park, City Hall

____

Place of Execution

ITEM NO. 12

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sam Gutierrez, Director of Public Works

DATE: July 15, 2020

SUBJECT: Approve Final Tract Map No. 77130 to Subdivide Three (3) Lots into Twenty-Four (24) Attached Townhomes

SUMMARY

This report requests that the City Council authorize the approval of Final Tract Map No. 73992 pursuant to the State Subdivision Map Act and Section 152.10 and table 153.040.140.A of the City of Baldwin Park's Municipal Code.

RECOMMENDATION

Staff recommends that the City Council accept the Final Tract Map No. 77130 and authorize the City Clerk and staff to sign the Final Tract Map.

FISCAL IMPACT

The approval of this Final Tract Map will have no impact to the City's General Fund.

BACKGROUND

The subject Tract is located at 12756, 12762, 12766, and 12770 Torch Street, located between Syracuse Avenue and Wescott Avenue and will be accessible through Torch Street. The Tract is approximately 58,257 square feet in land area.

On November 8, 2017, the Planning Commission approved Tentative Tract Map No. 77130 (Resolution PC 17-16) to subdivide three (3) lots into twenty-four (24) to facilitate attached townhomes and one (1) common lot. This included a conditional use permit for one (1) affordable dwelling unit for a moderate income household. The development plan also allowed the construction of the twenty-four (24) attached townhomes within the R-3 high density residential zone, pursuant to sections 152.10 and table 153.040.140. At the same time, the Planning Commission also approved conditional use permit (CP-855) to request concessions pursuant to Section 65915 of the California Government Code to reduce the required common open space (per City's Definition) and increase the maximum allowed building height by 1 foot-4 inches.

Plans for grading and street improvements for water, sewer, and storm drainage have been submitted and approved pursuant to the conditions of approval for this map. The developer has prepared and submitted the required bonds for Improvements, including Material and Labor bond. Staff has reviewed the map and finds that it substantially conforms to the Tentative Tract Map conditions of approval and conditions set forth for on-site and off-site improvements. Upon approval, the map will be sent to the Los Angeles County Fire for final clearance before being recorded at the Los Angeles County Recorder's Office.

ALTERNATIVES

A Final Tract Map that is in substantial compliance with the previously approved tentative map cannot be denied approval (Government Code §66474.1). Further, if the Final Tract Map is not approved at the first meeting or at the subsequent meeting from when the Final Tract Map was presented for approval and the map is in conformance with the requirements of the Subdivision Map Act, the map will be deemed approved without any further action by the City Council (Government Code §66458). Since the Final Tract Map is both in substantial compliance with the previously approved tentative map and it is in conformance with the requirements of the Subdivision Map Act, there is no alternative but to approve.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

1. Los Angeles County Assessor's Map
2. Final Tract Map No. 77130
3. Resolution PC 17-16

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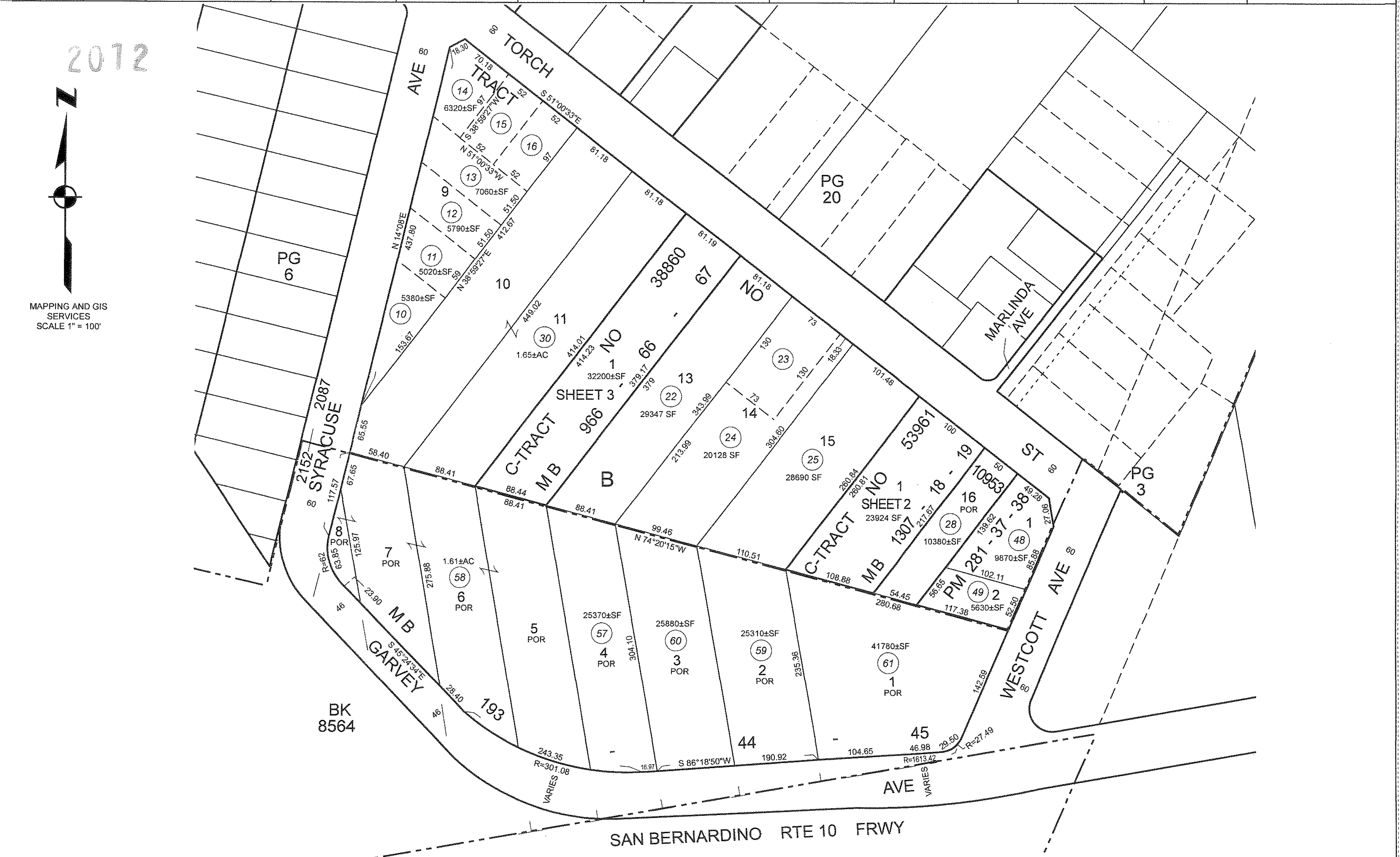


1 LETTER LOT
24 NUMBER LOTS
58,257 SQ. FT.

TRACT NO. 77130

IN THE CITY OF THE BALDWIN PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 14 AND 15 OF BLOCK B, TRACT NO. 10953, AS PER MAP RECORDED IN BOOK 193, PAGES 44 AND 45 OF MAPS, IN THE OFFICE OF LOS ANGELES COUNTY.

FOR RESIDENTIAL PLANNED DEVELOPMENT PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY RESERVE LOT "A", AS "COMMON INTEREST", "OPEN SPACE", "PUBLIC ACCESS", "FIRE ACCESS", "PARKING", "LANDSCAPING", "DRAINAGE", "SEWER", AND "PUBLIC UTILITY" TO OURSELVES, OUR SUCCESSORS, OUR ASSIGNEES AND FUTURE OWNERS WITHIN THIS FINAL MAP.

BALDWIN PARK HOMES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

DAVID COOK (MANAGING MEMBER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON MAY 8, 2020, BEFORE ME SUSAN M. DUNN, NOTARY PUBLIC, PERSONALLY APPEARED DAVID COOK WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE ______ MY COMMISSION NO. 2163627
PRINTED NAME: SUSAN M. DUNN, NOTARY PUBLIC MY COMMISSION EXPIRES: 9-23-2020
MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.
MY TELEPHONE NO. 909 869-1100

SUSAN M. DUNN
COMM. # 2163627
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES SEPT. 23, 2020

BENEFICIARY:

DRC FUNDING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BENEFICIARY, UNDER THE DEED OF TRUST RECORDED DECEMBER 30, 2016, AS DOCUMENT NO. 20161665572, PER DEED OF TRUST RECORDED JUNE 16, 2017, AS DOCUMENT NO. 20170670378 AND PER DEED OF TRUST RECORDED NOVEMBER 16, 2018 AS DOCUMENT NO. 20181156257, ALL OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF LOS ANGELES.

PRINT NAME
TITLE SEC.

PRINT NAME
TITLE TREAS.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON MAY 8, 2020, BEFORE ME SUSAN M. DUNN, NOTARY PUBLIC, PERSONALLY APPEARED MARSHALL TASHIRO WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(IES) AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE ______ MY COMMISSION NO. 2163627
PRINTED NAME SUSAN M. DUNN, NOTARY PUBLIC MY COMMISSION EXPIRES: 9-23-2020
MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.
MY TELEPHONE NO. 909 869-1100

SUSAN M. DUNN
COMM. # 2163627
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES SEPT. 23, 2020

LOS ANGELES COUNTY TAX STATEMENT:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY ______ DATE ______
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $______ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOW ON MAP OF TRACT NO. 77130 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY ______ DATE ______
DEPUTY

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS FINAL MAP, CONSISTING OF 2 SHEETS, IS A TRUE AND COMPLETE SURVEY AS SHOWN, AND WAS MADE BY ME OR UNDER MY DIRECTION IN OCTOBER, 2018; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR FROM THE FILING DATE SHOWN HEREON.

JACK C. LEE, LS 8407

April 27, 2020
DATE

LICENSED LAND SURVEYOR
JACK C. LEE
NO. 8407
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 77130 CONSISTING OF 2 SHEETS; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE TRACT MAP HAVE BEEN COMPLIED WITH.
DATED THIS 27 DAY OF MAY, 20 20

5/27/20
DATE:

NICK SERVIN, P.E.
CITY ENGINEER
RCE 33538 EXPIRES 6/30/2020

PROFESSIONAL ENGINEER
NICK SERVIN
NO. 33538
Exp. 6/30/20
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 77130 CONSISTING OF 2 SHEETS AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

5/27/20
DATE

NICK SERVIN, P.E.
CITY ENGINEER
RCE 33538 EXPIRES 6/30/2020

PROFESSIONAL ENGINEER
NICK SERVIN
NO. 33538
Exp. 6/30/20
STATE OF CALIFORNIA

CITY PLANNER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT ALL PROVISIONS OF APPLICABLE ZONING ORDINANCES OF THE CITY OF BALDWIN PARK HAVE BEEN COMPLIED WITH.

DATE

RON GARCIA
CITY PLANNER
CITY OF BALDWIN PARK

SPECIAL ASSESSMENTS CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF BALDWIN PAR,K TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE

MARIA A. CONTRERAS, CITY TREASURER
CITY OF BALDWIN PARK

CITY CLERK'S CERTIFICATE:

(CITY OF BALDWIN PARK)
(COUNTY OF LOS ANGELES) SS
(STATE OF CALIFORNIA)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF BALDWIN PARK AT A REGULAR MEETING THEREOF HELD ON THE ______ DAY OF ______ ______, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

DATED THIS ______ DAY OF ______, 20______

ALEJANDRA AVILA
CITY CLERK
THE CITY OF BALDWIN PARK

SIGNATURE OMISSION NOTES:

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 66436(a)3(A)(I-VIII) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED, AS THEIR INTEREST CAN NOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES PER DEED RECORDED JULY 7, 1964 AS INSTRUMENT NO. 4966, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES PER DEED RECORDED JANUARY 27, 2020 AS INSTRUMENT NO. 202000098690 AND PER DEED RECORDED JANUARY 27, 2020 AS INSTRUMENT NO. 202000098691, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
SAID EASEMENTS ARE INDETERMINATE IN NATURE.

RESIDENTIAL PLANNING DEVELOPMENT NOTE:

THIS TRACT IS APPROVED AS A RESIDENTIAL PLANNED DEVELOPMENT PROJECT FOR 24 LOTS, WHEREBY THE COMMON AREA WILL BE HELD IN FEE BY AN ASSOCIATION MADE UP OF OWNERS OF THE INDIVIDUAL LOTS.

LOT A IS A COMMON LOT TO BE HELD IN FEE BY AN ASSOCIATION MADE UP OF OWNERS OF LOTS 1 THROUGH 24, INCLUSIVE, FOR "COMMON INTEREST", "OPEN SPACE", "PUBLIC ACCESS", "FIRE ACCESS", "PARKING", "LANDSCAPING", "DRAINAGE", "SEWER", AND "PUBLIC UTILITY"

SCALE: 1"= 30'

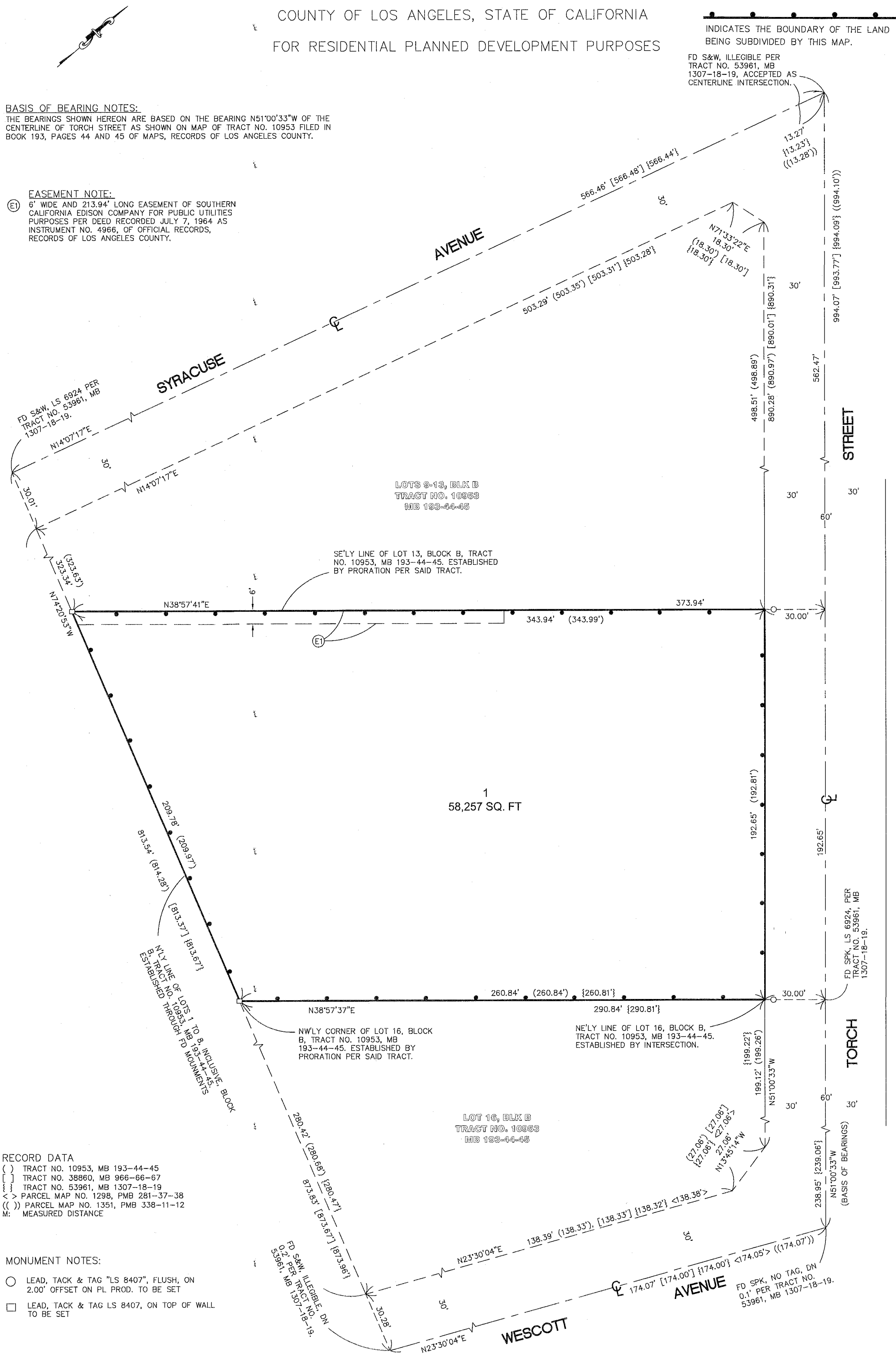
TRACT NO. 77130

IN THE CITY OF BALDWIN PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR RESIDENTIAL PLANNED DEVELOPMENT PURPOSES

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

BASIS OF BEARING NOTES:
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N51°00'33"W OF THE CENTERLINE OF TORCH STREET AS SHOWN ON MAP OF TRACT NO. 10953 FILED IN BOOK 193, PAGES 44 AND 45 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

EASEMENT NOTE:
E1 6' WIDE AND 213.94' LONG EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES PURPOSES PER DEED RECORDED JULY 7, 1964 AS INSTRUMENT NO. 4966, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.



RECORD DATA
( ) TRACT NO. 10953, MB 193-44-45
[ ] TRACT NO. 38860, MB 966-66-67
{ } TRACT NO. 53961, MB 1307-18-19
< > PARCEL MAP NO. 1298, PMB 281-37-38
(( )) PARCEL MAP NO. 1351, PMB 338-11-12
M: MEASURED DISTANCE

MONUMENT NOTES:

- ○ LEAD, TACK & TAG "LS 8407", FLUSH, ON 2.00' OFFSET ON PL PROD. TO BE SET
- □ LEAD, TACK & TAG LS 8407, ON TOP OF WALL TO BE SET

SCALE: 1"= 20'

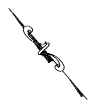
TRACT NO. 77130

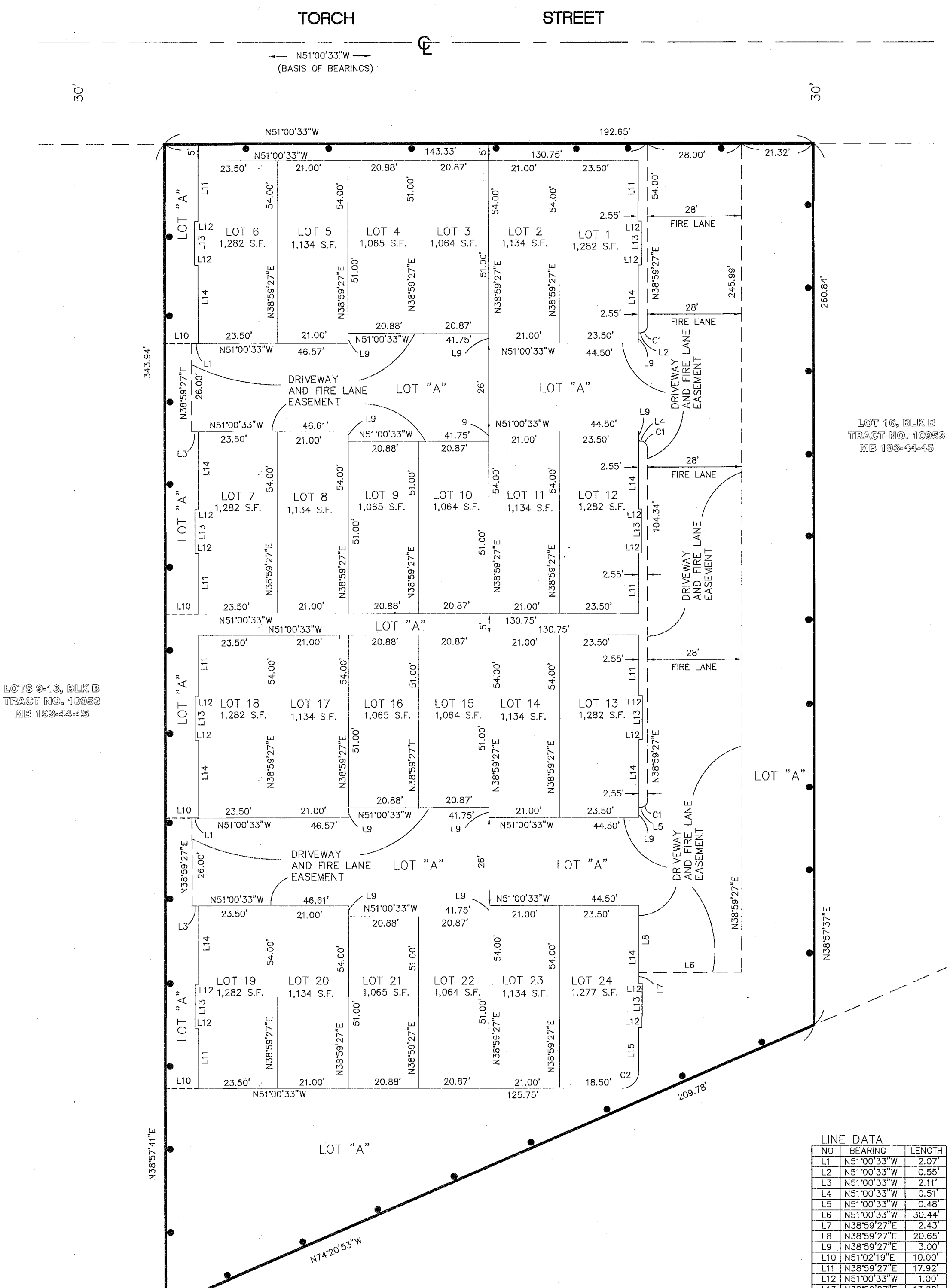
SHEET 3 OF 3 SHEETS

IN THE CITY OF BALDWIN PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR RESIDENTIAL PLANNED DEVELOPMENT PURPOSES

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.





LOT "A" IS THE COMMON AREA AND IS RESERVED FOR "COMMON INTEREST", "OPEN SPACE", "PUBLIC ACCESS", "FIRE ACCESS", "PARKING", "LANDSCAPING", "DRAINAGE", "SEWER", AND "PUBLIC UTILITY".

LOT "A" : 30,418 SQ. FT.
FIRE LANE AND DRIVEWAY: 14,502 SQ. FT.

LINE DATA

NO	BEARING	LENGTH
L1	N51°00'33"W	2.07'
L2	N51°00'33"W	0.55'
L3	N51°00'33"W	2.11'
L4	N51°00'33"W	0.51'
L5	N51°00'33"W	0.48'
L6	N51°00'33"W	30.44'
L7	N38°59'27"E	2.43'
L8	N38°59'27"E	20.65'
L9	N38°59'27"E	3.00'
L10	N51°02'19"E	10.00'
L11	N38°59'27"E	17.92'
L12	N51°00'33"W	1.00'
L13	N38°59'27"E	13.00'
L14	N38°59'27"E	23.08'
L15	N38°59'27"E	12.92'

CURVE DATA

NO	RADIUS	DELTA	LENGTH
C1	2.00'	90°00'00"	3.14'
C2	5.00'	90°00'00"	7.85'

RESOLUTION PC 17-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK APPROVING (1) A TENTATIVE TRACT MAP TO SUBDIVIDE THREE (3) LOTS INTO TWENTY-FOUR (24) LOTS TO FACILITATE ATTACHED TOWNHOMES AND ONE COMMON LOT PURSUANT TO TABLE 152.10 OF THE CITY'S MUNICIPAL CODE; (2) A CONDITIONAL USE PERMIT TO ALLOW THE DESIGNATION OF ONE AFFORDABLE UNIT ("MODERATE INCOME") PURSUANT TO SECTION 153.040.140.A OF THE CITY'S MUNICIPAL CODE AND TO REQUEST TWO CONCESSIONS PURSUANT TO SECTION 65915 OF THE CALIFORNIA GOVERNMENT CODE FOR INCREASED BUILDING HEIGHT AND REDUCED PRIVATE OPEN SPACE; AND (3) A DEVELOPMENT PLAN TO ALLOW THE CONSTRUCTION OF TWENTY-FOUR (24) ATTACHED TOWNHOME UNITS, WHICH INCLUDES ONE (1) AFFORDABLE DWELLING UNIT ON PROPERTY LOCATED WITHIN THE R-3, HIGH DENSITY RESIDENTIAL ZONE, PURSUANT TO SECTION 153.040.140.B OF THE CITY'S MUNICIPAL CODE; (LOCATION: 12756, 12762, 12766 AND 12770 TORCH STREET; APPLICANT: BALDWIN PARK HOMES, LLC; CASE NO.: TM-77130, CP-855 , AND PR 17-20).

THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Baldwin Park does hereby find, determine, and declare as follows:

a) Applications ("Applications") for a Tentative Tract Map (TTM-77130), Conditional Use Permit (CP-855) and Development Plan (PR 17-20) were submitted on behalf of the owner of certain real property, located at 12756, 12762, 12766 and 12770 Torch Street in the City of Baldwin Park, described more particularly in the Applications on file with the City Planner; and

b) The Applications are sought to allow the approval of: (1) a tentative tract map to subdivide three (3) lots into twenty-four (24) townhome lots and one (1) common lot; (2) a conditional use permit for an affordable dwelling unit (Unit 5) for a moderate income household; (3) and a Development Plan to allow the construction of the twenty-four (24) attached townhomes within the R-3, High Density Residential, Zone pursuant to Tables 152.10 and 153.040.140.A of the City's Municipal Code; and

c) A duly noticed public hearing was held on said Applications by the Planning Commission, and based upon evidence presented including applicable staff reports for the Conditional Use Permit, Development Plan and Tentative Tract Map and each member of the Commission being familiar with the properties, it was determined that the facts as required by the Baldwin Park Municipal Code for the granting of such Applications are present and that the Planning Commission should approve the Applications; and

d) In accordance with the provisions of the California Environmental Quality Act (CEQA), the project is Categorically Exempt pursuant to Section 15332 (Class 32-In-Fill Development) of the CEQA Guidelines based on meeting the following criteria:

(1) The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.
(2) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
(3) The project site has no value as habitat for endangered, rare or threatened species.
(4) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
(5) The site can be adequately served by all required utilities and public services.

No further CEQA analysis is, therefore, required; and

e) That a duly noticed public hearing was held on November 8, 2017 on said Applications by the Planning Commission, and based upon evidence presented including applicable staff reports and each member of the Commission being familiar with the property, it was determined that the facts as required by the Baldwin Park Municipal Code for the granting of the Applications are present and the Applications should be approved; and
f) Each fact set forth in the staff report dated November 8,2017, from Gustavo Romo, Community Development Director, to the Chair and Planning Commissioners ("Staff Report") is true and correct.

SECTION 2. The Planning Commission does hereby adopt the following Findings of Fact applicable to Tentative Tract Maps:

a) Adequate systems designed, and constructed to provide all necessary utilities to each lot proposed to be created, including, but not limited to, facilities for water, natural gas, electricity, cable television and telecommunications telephone services.

On April 24, 2017, requests for comments/conditions on the proposed tract map were sent to the outside entities as indicated in Table 4 in the staff report. The following entities responded: Los Angeles County Fire Department.

Comments and conditions from the responding agencies have been addressed in the findings and are included, as applicable, as conditions of approval of the tentative tract map. Additionally, staff includes a general condition of approval that any and all conditions and requirements from outside agencies and utility companies shall be met or provided for prior to finalizing the tentative tract map. Accordingly, the proposed project, with the recommended conditions of approval from the various utility companies, would have all necessary utilities.

2. An adequate domestic water distribution system designed and constructed to service each lot proposed to be created.

   As shown in the Table 4 in the staff report, the property is serviced by the San Gabriel Valley Water District. Although they did not respond, it is a requirement by the Public Works Department that each of the parcels have adequate water service, provided by the area water purveyor. As a result, the proposed parcels would be serviced by an adequate domestic water distribution system approved by the Fire Department. As conditioned, the proposed parcels would be serviced by an adequate domestic water distribution system.

3. An adequate sewage system designed and constructed to serve each lot proposed to be created.

   The Public Works Department has indicated that the existing sewer system is adequate, provided that the Applicant provide a separate and independent connection to the main sewer line for each property. Therefore, staff has included a condition of approval that the project comply with all conditions of approval of the Public Works Department, which includes a condition that there be separate sewage connections to the proposed parcels.

4. An adequate storm water drainage system designed and constructed to serve each lot proposed to be created.

Pursuant to the Public Works Department's comments (Attachment 4), the Applicant will be required to provide off-site improvements relating to storm water drainage dependent upon review and approval of a submitted grading plan for the properties. However, any proposed construction will be subject to the City's Development Impact Fee, Flood Control. Provided that the Applicant meets the conditions of approval and the grading plan is approved, there should be adequate storm water drainage for each lot.

5. An adequate public and/or private street and/or alley system designed and constructed to serve each lot proposed to be created.

   The City's Engineering/Public Works Department has determined that there is an adequate public street system to serve the project and a private street to serve each lot. However, certain conditions of approval are required that relate to the public right-of-way and include construction of sidewalks and driveways that meet ADA requirements. Conditions of approval will also include requiring any ADA compliant wheel chair ramps, and replacement/ reconstruction of any damaged public right-of-way or street improvements during the construction process in accordance with the City's current standards and pursuant to any requirements of existing street moratoriums.

6. An adequate traffic regulatory system, including necessary traffic signals, signs, pavement markings and stripings.

   The City's Public Works Department has concluded that the current conditions provide for an adequate traffic regulatory system. However, specific improvements are required to the public right-of-way including ADA compliant wheel chair ramp, new drive approach construction and replacement/reconstruction of any damaged existing improvements as a result of the new construction.

7. The undergrounding of utilities pursuant to Chapter 97, part 2 (Underground Utility Districts) of the Municipal Code.

   As part of a condition of approval from the Public Work's Department and pursuant to Chapter 97 of the City's Municipal Code all utilities shall be undergrounded to each of the 24 units. This requirement is also addressed as part of the overall plan check requirements for not only review of the final map, but also the proposed construction of any new units.

8. Any and all other improvements found necessary by the City to provide all services to each lot proposed to be created.

   Staff is of the opinion that provided that the Applicant obtains approval by the Planning Commission on the Tentative Tract Map and meets and or exceeds the conditions of approval the lot(s) would have adequate service and could be subdivided consistent with the City's codes.

9. In addition to the improvements as required by the City's Municipal Code and Departments, there are also design requirements for the proposed tentative tract map that need to be met. Pursuant to Section 152.12 of the City's Municipal Code, the design of the subdivision shall conform to the requirements of this Chapter 152, any and all design requirements set forth in the General Plan, the design and development standards established for the associated zoning district per the Zoning Code, the applicable design guidelines set forth in the Design Guidelines Manual, generally accepted engineering standards, and to such standards required by the City, including, but not limited to, plans for grading and erosion control.

   The Planning Division has reviewed the proposed subdivision and has determined that the proposed units/lots each meet the minimum development standards contained within the Municipal (Zoning) Code including, minimum unit size, setbacks, parking, landscaping, and open space requirements provided that a conditional use permit is approved and includes the concession requested by the Applicant in regards to common open space. As a condition of approval, any existing structures located on the property shall be demolished prior to the tract map being finalized.

   Additionally the tentative tract map is consistent with Goal 2.0 of the Land Use Element of the General Plan which states *"accommodate new development that is compatible with and compliments existing conforming land uses".*

   Any future development on the subject properties will be subject to the current density for the respective zoning designation, development standards, design guidelines, and processes at the time of submittal.

   The Public Works Department, as part of their comments, has included a requirement for the Applicant to submit plans relating to grading and erosion control for review and approval.

SECTION 3. The Planning Commission does hereby adopt the following Findings of Fact applicable to all conditional use permits:

a) **Conditionally permitted.** The use is conditionally permitted within the subject zone and complies with the intent of all applicable provisions of the City's Zoning Code as Section 153.040 Part 3 conditionally permits the granting of concessions pursuant to California Government Code § 65915 and an agreement is entered into with the City for the subject affordable dwelling unit. Pursuant to general requirements and development standards, a development plan has been submitted containing the location of the dwelling units within the project that will be sold and the unit intended for affordable housing. The affordable unit has been determined to be reasonably dispersed throughout the project and the average number of bedrooms is consistent with the average number of bedrooms per unit within the project. Furthermore, the affordable housing unit is designed harmoniously with the architectural style of the other market rate units in the project; and

b) **Zone integrity and character.** The use will not impair the integrity and character of the zone in which it is to be located as the development is located within the R-3, High Density Residential, Zone and is complimentary and compatible to the surrounding residential setting and adjacent multi-family residential uses; and

c) **Site suitability.** The subject site is physically suitable for the type of land use being proposed as the site contains approximately 1.34 gross acres of land area and is being developed with a new driveway, guest parking stalls, and private and common open space. Approval of the Conditional Use Permit will allow two concessions to reduce the required private open space (per City's definition) and increase the allowable building height; and

d) **Existing compatibility.** The development of twenty-four (24) attached townhomes is compatible with the existing land uses surrounding the subject properties as the project provides new residential units in a multiple-family residential area consisting of other high density apartments; and

e) **Future compatibility.** The use will be compatible with existing and future land uses within the zone and the general area in which the use is located in that the properties retain a Multiple-Family Residential land use designation as shown in the 2020 General Plan; and

f) **Utilities and services.** To ensure that the development of the multi-family units will not be detrimental to the public health and safety, adequate provisions for water, sewer and public utilities and services are available to the subject property. To ensure adequate provisions, the Applicant shall be required to meet all conditions of approval as stated by all utilities for the project, including, but not limited to, San Gabriel Valley Water District, Southern California Edison, the Gas Company, Los Angeles County Sanitation District, and Waste Management; and

g) Public access. Adequate provisions for public access will be available to serve the use as the site has direct access to Badillo Street, a local street, as designated by the City's General Plan. The site's access to sidewalks, streets and highways are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use provided they are constructed as stated by the City's Public Works Department; and

h) General Plan consistency. The use is consistent with the General Plan of the City of Baldwin Park as the General Plan designation of the subject property is Multi-Family Residential, which is compatible and consistent with the proposed use of twenty-four (24) attached townhomes; and

i) Safety and welfare. The use will not be detrimental to the public interest, health, safety, convenience or welfare as the residential use is compatible to the surrounding area. The use will operate in substantial conformance to all conditions of approval as identified in the resolution of approval.

SECTION 4. The Application, as herein above described below, and the same is hereby approved subject to the following conditions:

a) That the subject Property shall be developed and maintained in substantial compliance with Exhibit "A", dated November 8, 2017 except as modified by the following conditions.

b) Covenants, conditions, & restrictions (CC&R's) and a Homeowner's Association (HOA) (or equivalent) as approved by the California Department of Real Estate shall be incorporated into the development. CC&R's shall be subject to review and approval by the City Attorney's Office at the expense of the Applicant.

c) A private access gate shall be prohibited and language shall be included in the CC&R's which prohibit the installation of any kind of vehicular access gate across the front driveway.

d) Language shall be included in the CC&R's that prohibits property owners and/or the HOA from purposely damaging and/or removing trees from private property without the City's (Tree Officer) written approval.

e) Language shall be included in the CC&R's that prohibits front yard fencing within the required front yard setback.

f) Language shall be included in the CC&R's that prohibit bright flood light fixture placement along the street side elevations of the dwelling units.

g) The Homeowner's Association (HOA) or equivalent, or the CC&R's shall be responsible for the following:

   i. On-going maintenance and upkeep of any trees in accordance with the City's Standards on private property within the front yard between the public right-of-way and the structures; and
   ii. On-going maintenance and upkeep of any landscaping within the front yard between the public right-of-way and the structures.

h) The applicant shall provide at least eight (8) 24" box trees throughout the development. All trees shall be of a drought-tolerant variety. Trees shall be planted the same distance from the front property line. Trees shall not be planted on property lines. Final tree location and landscaping design shall be subject to the City's Water Efficient Landscape Ordinance and shown on the submitted landscaping and irrigation plans for plan check. Landscape and Irrigation plans are subject to review and approval by the City's Planning Division.

i) In order to mitigate the views of the three-story units, vertical drought-tolerant trees shall be planted within the front yard area of the project and within common open space areas. Tree species, size and placement shall be subject to approval by the Community Development Department and shown on the landscaping and irrigation plans submitted with the Plan Check construction drawings.

j) For Mature Trees as defined in Ordinance 1356 on the subject properties that are proposed to be removed, the Applicant shall submit a Tree Removal Application to the Tree Department (Planning Division) for consideration.

k) Decorative block walls shall be provided around the perimeter of the entire project site. A typical elevation rendering (with materials identified) of the proposed perimeter wall shall be included on the plans submitted for plan check.

l) Proposed color of the townhome units shall be earth tone in nature, consistent with Section 153.130.110 of the City's Municipal Code.

m) All lighting shall be automatically controlled and shall be architecturally consistent.

n) All market rate units within the proposed project shall be subject to the following development impact fees. However, the Affordable dwelling unit is exempt from a Parkland In-Lieu Fee.

   i. Public Art
   ii. Parkland In-Lieu (Quimby)
   iii. Traffic Congestion
   iv. Flood Control
   v. Law Enforcement Impact Fee
   vi. General Plan/Technology

o) Building and Safety will provide a thorough review of plans and all required reports and calculations at the time of building permit application.

p) All conditions/comments contained in Attachment 4, entitled 'Engineering/Public Works Department Conditions of Approval' shall be met.

q) The Final Map shall comply with the time frames as contained within the California Subdivision Map Act.

r) Project proposal shall be subject to any and all comments and conditions imposed by the Los Angeles County Fire Department as shown in Attachment 5.

s) All conditions/comments contained in Attachment 5, from the Los Angeles County Sanitation District shall be met; and

t) Applicant shall provide a check in the amount of $75.00 made payable to the Los Angeles County Clerk for the filing of the Notice of Exemption pursuant to the CEQA Guidelines.

u) Except for all ongoing conditions of approval, the Applicant shall comply with all conditions of approval within six (6) months of the effective date of this Resolution or CP-855, TM-77130, and PR 17-20 shall become null and void and subject to revocation pending a hearing by the Planning Commission or the City Council on appeal. Any costs associated with the revocation of these entitlements shall be paid by the applicant and/or owner.

v) The Applicant shall sign a notarized affidavit within ten (10) days of the date of this resolution stating that the applicant had read and accepts all of the conditions of approval.

SECTION 5. The Secretary shall certify to the adoption of this Resolution and forward a copy hereof to the City Clerk and the Applicant.

PASSED AND APPROVED this 8th day of November, 2017.

Kevin Rooney, CHAIR
BALDWIN PARK PLANNING COMMISSION

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.
CITY OF BALDWIN PARK

I, AMY L. HARBIN, AICP, Secretary of the Baldwin Park Planning Commission, do hereby certify that the foregoing Resolution No. PC 17-16 was duly and regularly approved and adopted by the Planning Commission at a regular meeting thereof, held on the 8th day of November, 2017 by the following vote:

AYES:	COMMISSIONERS:	Maciel, Saenz, Borques, Flores, Rooney
NOES:	COMMISSIONERS:	
ABSTAIN:	COMMISSIONERS:	
ABSENT:	COMMISSIONERS:	

AMY HARBIN, AICP
BALDWIN PARK PLANNING COMMISSION

ITEM NO. 13

STAFF REPORT

TO:	**Honorable Mayor and Members of the City Council**
FROM:	**Shannon Yauchzee, Chief Executive Officer** **Rose Tam, Director of Finance**
DATE:	**July 15, 2020**
SUBJECT:	**Joint Update of the City of Baldwin Park and Baldwin Park Housing Authority City-Wide Fee Schedule Based On Consumer Price Index (CPI) And Other Adjustments**

SUMMARY

The California Government Code allows cities to recover all or a portion of the cost of providing exchange-based services through the application of fees. Annually, an updated City-Wide Fee Schedule is recommended to (1) maintain appropriate recovery ratios of service costs, (2) add or delete fees for service, and/or (3) incorporate pre-existing fees or charges that should be included in the Fee Schedule. Given that the annual May 2020 CPI is only 0.9% staff recommends that most of the fees will remain the same as the prior year and any changes to the schedule will come from new/adjusted fees.

RECOMMENDATION

Staff recommends that the City Council of the City of Baldwin Park hold a joint Public Hearing with the Members of the Housing Authority and approve the proposed updated City-Wide Fee Schedule and corresponding Resolution Numbers CC 2020-036 and HA 2020-002.

FISCAL IMPACT

Charges for services are an important revenue source for the City's operating budget. The charges only apply to those customers benefiting from the service. There would be an estimate of $40,000 increase to the General Fund.

BACKGROUND

Based on the overview of the existing City-Wide Fee Schedule, the City Staff has updated the Fee Schedule with a small increase or decrease in fees for Planning, Public Works, Community Enhancement and Police. Most of the fees will remain unchanged. Examples of fees that will remain same are building plan check and inspection, recreation, animal license fee, and business license fee.

ALTERNATIVES

Provide staff alternative direction whether to proceed with the proposed updated Fee Schedule.

LEGAL REVIEW

The City Attorney has reviewed this report, resolutions and approved the public hearing notice for the meeting.

ATTACHMENTS

1. Resolution No. 2020-036
2. Resolution No. HA 2020-037
3. City-Wide Fee Schedule
4. CPI for Los Angeles Area as of May 2020

RESOLUTION NO. 2020-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING THE ADOPTION OF A NEW FEE SCHEDULE FOR ISSUING, PROCESSING AND FILING OF VARIOUS CITY SERVICES AND PERMITS

WHEREAS, pursuant to Article XlllC of the California State Constitution, it is the intent of the City Council of the City of Baldwin Park to require the ascertainment and recovery of costs incurred by the City from the provision of services to the public; and

WHEREAS, the City updated the cost of City service fees based on the Consumer Price Index (CPI); and

WHEREAS, a properly noticed public hearing were held on July 15, 2020 to receive public comments on the proposed new City-Wide Fee Schedule.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

1. The new Fee Schedule for each fee and service charge is set forth in Exhibit “A”, attached hereto and incorporated by reference, is hereby approved.

2. The fees established in Exhibit A shall become effective sixty (60) days after the effective date of this Resolution.

3. The City Clerk shall certify as to the adoption of the Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 15th day of July 2020.

MANUEL LOZANO
MAYOR

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES SS:
CITY OF BALDWIN PARK

I, LOURDES MORALES, Chief Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-036** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **July 15, 2020** and that the same was adopted by the following vote to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Lourdes Morales
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. HA 2020-037

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BALDWIN PARK APPROVING THE ADOPTION OF A NEW FEE SCHEDULE FOR ISSUING, PROCESSING AND FILING OF VARIOUS CITY SERVICES AND PERMITS

WHEREAS, pursuant to Article XlllC of the California State Constitution, it is the intent of the Members of the Housing Authority of the City of Baldwin Park to require the ascertainment and recovery of costs incurred by the City from the provision of services to the public; and

WHEREAS, the City updated the cost of City service fees based on the Consumer Price Index (CPI); and

WHEREAS, a properly noticed public hearing were held on July 15, 2020 to receive public comments on the proposed new City-Wide Fee Schedule.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

1. The new Fee Schedule for each fee and service charge is set forth in Exhibit “A”, attached hereto and incorporated by reference, is hereby approved.

2. The fees established in Exhibit A shall become effective sixty (60) days after the effective date of this Resolution.

3. The City Clerk shall certify as to the adoption of the Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 15th day of July 2020.

MANUEL LOZANO
CHAIR

ATTEST:
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES SS:
CITY OF BALDWIN PARK

I, LOURDES MORALES, Chief Deputy City Clerk of the City of Baldwin Park, do hereby certify that the foregoing **Resolution No. HA 2020-037** was duly and regularly approved and adopted by the Members of the Housing Authority of the City of Baldwin Park at a regular meeting of the Housing Authority on **July 15, 2020**, by the following vote:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

Lourdes Morales
CHIEF DEPUTY CITY CLERK

CITY OF BALDWIN PARK

EXHIBIT A

FEE SCHEDULE

Effective September 14, 2020

SERVICE/APPLICATION	FY 2019-20 Fee	FY 2020-21 Proposed Fee Change-Increase (Decrease)	Comments
BUILDING PERMIT, PLAN CHECK & INSPECTION FEES	Fees Remain Unchanged		
PLANNING FEES	Refer to Exhibit A-2		
PUBLIC WORK FEES	Refer to Exhibit A-3		
RECREATION PROGRAM FEES	Refer to Exhibit A-4		
POLICE FEES	Refer to Exhibit A-5		
ADMINISTRATION & MISCELLANEOUS			
ANIMAL CARE AND CONTROL LICENSE FEE	Fees Remain Unchanged		
PICNIC SHELTER RENTAL AND OTHER RECREATON FEES	N/A		
TRANSIT CENTER PARKING FEE	$1-$3		
MONTHLY PERMIT)	$1-$3		
BUSINESS LICENSE FEE	Fees Remain Unchanged		
BUSINESS LICENSE RENEWAL PROCESSING FEE	$10		
BUSINESS LICENSE LISTING	$5		
PASSPORT SERVICE	$35		
CREDIT CARD SERVICE FEE/CONVENIENCE FEE	2.25%		
COLLECTION SERVICES FEE			
Payment received within 30 days of notice	No fee charged		
Payment received after 30 days of notice	19%		
Out of State referral	22%		
With legal/court action	22%		
NSF CHECK PROCESSING	$25		
STOP PAYMENT and/or REISSUE CHECK	$35		
ADMIN FEE - COMMUNITY ENHANCEMENT CITATIONS	$0	$75	NEW FEE
PUBLIC RECORDS COPY CHARGE			
1st page	$0.25 per copy		
Additional page	$0.25 per copy		
CD REPORT COPY	$15		

CITY OF BALDWIN PARK

EXHIBIT A-1

BUILDING PERMIT, PLAN CHECK & INSPECTION FEE SCHEDULE

(Fees Remain Unchanged from Prior Fiscal Year with Few Updates in Descriptions)

Effective September 14, 2020

Service / Application	FY 2019-20 Fee
BUILDING PERMITS - NEW CONSTRUCTION	
Building Permits - Retail (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $0.54 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,675 plus $0.35 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$4,429 plus $0.35 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$6,185 plus $0.35 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$9,733 plus $0.35 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$18,508 plus $0.35 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$27,258 plus $0.35 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$36,095 plus $0.35 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$44,951 plus $0.35 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$53,726 plus $0.35 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$62,501 plus $0.35 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$71,276 plus $0.39 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Office (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $0.69 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$3,425 plus $0.50 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$5,930 plus $0.50 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$8,435 plus $0.50 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$13,483 plus $0.50 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$26,008 plus $0.50 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$38,533 plus $0.50 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$51,095 plus $0.50 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$63,701 plus $0.50 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$76,226 plus $0.50 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$88,751 plus $0.50 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$101,276 plus $0.54 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Industrial (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $0.46 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,308 plus $0.28 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$3,688 plus $0.28 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$5,075 plus $0.28 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$7,880 plus $0.28 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$14,795 plus $0.28 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$21,718 plus $0.28 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$28,670 plus $0.28 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$35,673 plus $0.28 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$42,588 plus $0.28 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$49,511 plus $0.28 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$56,426 plus $0.31 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Cannabis Facilities (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $1.21 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$6,049 plus $1.02 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$11,134 plus $1.02 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$16,217 plus $1.02 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$26,422 plus $1.02 per sq.ft. in excess of 25,000 sq.ft.

CITY OF BALDWIN PARK

EXHIBIT A-1

BUILDING PERMIT, PLAN CHECK & INSPECTION FEE SCHEDULE

(Fees Remain Unchanged from Prior Fiscal Year with Few Updates in Descriptions)

Effective September 14, 2020

50,001-75,000 sq.ft.	$51,840 plus $1.02 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$77,259 plus $1.02 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$102,753 plus $1.02 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$128,246 plus $1.02 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$153,664 plus $1.02 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$179,083 plus $1.02 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$204,501 plus $1.06 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Single Family Residential (New Construction)	
1-1,500 sq.ft.	$500 minimum or $1.03 per sq.ft., whichever is higher
1,501-3,000 sq.ft.	$1,546 plus $0.57 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,404 plus $0.54 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,210 plus $0.55 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$4,027 plus $1.01 per sq.ft. in excess of 6,000 sq.ft.
Building Permits - Multi Family Residential (New Construction Per Building)	
1-1,500 sq.ft.	$500 minimum or $0.97 per sq.ft., whichever is higher
1,501-3,000 sq.ft.	$1,456 plus $0.49 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,183 plus $0.49 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$2,932 plus $0.49 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$3,660 plus $0.95 per sq.ft. in excess of 6,000 sq.ft.
Building Permits - Patio Cover (New Construction - All types such as Solid Wood, Open Lattice, or Tile)	
1-300 sq.ft.	$184 minimum
301-400 sq.ft.	$184 plus $0.91 per sq.ft. in excess of 300 sq.ft.
Over 400 sq.ft.	$275 plus $0.92 per sq.ft. in excess of 400 sq.ft.
BUILDING PERMITS - REMODELS, ALTERATIONS, ADDITIONS AND TENANT IMPROVEMENTS	
Building Permits - Retail (Remodels, Alterations, Additions and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.54 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,675 plus $0.36 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$4,468 plus $0.35 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$6,185 plus $0.35 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$9,733 plus $0.35 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$18,508 plus $0.35 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$27,283 plus $0.35 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$36,095 plus $0.35 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$44,951 plus $0.35 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$53,726 plus $0.35 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$62,501 plus $0.35 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$71,276 plus $0.39 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Office (Remodels, Alterations, Additions and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.69 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$3,425 plus $0.50 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$5,930 plus $0.50 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$8,435 plus $0.50 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$13,483 plus $0.50 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$26,008 plus $0.50 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$38,533 plus $0.50 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$51,095 plus $0.50 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$63,701 plus $0.50 per sq.ft. in excess of 125,000 sq.ft.

150,001-175,000 sq.ft.	$76,226 plus $0.50 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$88,751 plus $0.50 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$101,276 plus $0.54 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Industrial (Remodels, Alterations, Additions and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.46 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,308 plus $0.28 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$3,688 plus $0.28 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$5,075 plus $0.28 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$7,880 plus $0.28 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$14,795 plus $0.28 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$21,718 plus $0.28 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$28,670 plus $0.28 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$35,673 plus $0.28 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$42,588 plus $0.28 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$49,511 plus $0.28 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$56,426 plus $0.31 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Cannabis (Remodels, Alterations, Additions and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $1.21 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$6,069 plus $1.02 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$11,154 plus $1.02 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$16,238 plus $1.02 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$26,443 plus $1.02 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$51,860 plus $1.02 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$77,279 plus $1.02 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$102,773 plus $1.02 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$128,271 plus $1.02 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$153,690 plus $1.02 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$179,109 plus $1.02 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$204,526 plus $1.06 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Single Family Residential (Remodels, Alterations, Additions, and Tenant Improvements)	
1-500 sq.ft.	$500 minimum or $1.62 per sq.ft., whichever is higher
501-1,000 sq.ft.	$811 plus $0.67 per sq.ft. in excess of 500 sq.ft.
1,001-1,500 sq.ft.	$1,145 plus $0.60 per sq.ft. in excess of 1,000 sq.ft.
1,501-3,000 sq.ft.	$1,445 plus $0.60 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,363 plus $0.56 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,210 plus $0.54 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$4,027 plus $1.01 per sq.ft. in excess of 6,000 sq.ft.
Building Permits - Multi Family Residential (Remodels, Alterations, Additions, and Tenant Improvements)	
1-500 sq.ft.	$500 minimum or $1.62 per sq.ft., whichever is higher
501-1,000 sq.ft.	$811 plus $0.67 per sq.ft. in excess of 500 sq.ft.
1,001-1,500 sq.ft.	$1,145 plus $0.71 per sq.ft. in excess of 1,000 sq.ft.
1,501-3,000 sq.ft.	$1,500 plus $0.66 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,483 plus $0.61 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,403 plus $0.56 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$4,241 plus $1.05 per sq.ft. in excess of 6,000 sq.ft.
BUILDING PLAN CHECK FEE - NEW CONSTRUCTION	
Building Plan Check - Retail (New Construction)	

1-5,000 sq.ft.	$1,000 minimum or $0.57 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,858 plus $0.39 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$4,788 plus $0.39 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$6,719 plus $0.39 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$10,618 plus $0.39 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$20,271 plus $0.39 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$29,923 plus $0.39 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$39,612 plus $0.39 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$49,265 plus $0.39 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$58,917 plus $0.39 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$68,607 plus $0.39 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$78,247 plus $0.42 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Office (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $0.74 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$3,683 plus $0.55 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$6,438 plus $0.55 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$9,194 plus $0.55 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$14,743 plus $0.55 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$28,521 plus $0.55 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$42,297 plus $0.55 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$56,112 plus $0.55 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$69,890 plus $0.55 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$83,667 plus $0.55 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$97,482 plus $0.55 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$111,260 plus $0.59 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Industrial (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $0.49 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,453 plus $0.30 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$3,972 plus $0.30 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$5,497 plus $0.30 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$8,580 plus $0.30 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$16,186 plus $0.30 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$23,801 plus $0.30 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$31,445 plus $0.30 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$39,060 plus $0.30 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$46,666 plus $0.30 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$54,319 plus $0.30 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$61,925 plus $0.34 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check -Cannabis (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $1.23 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$6,154 plus $1.04 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$11,368 plus $1.04 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$16,582 plus $1.04 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$27,036 plus $1.04 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$53,105 plus $1.04 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$79,176 plus $1.04 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$105,282 plus $1.04 per sq.ft. in excess of 100,000 sq.ft.

125,001-150,000 sq.ft.	$131,352 plus $1.04 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$157,460 plus $1.04 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$183,530 plus $1.04 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$209,601 plus $1.08 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Single Family Residential (New Construction)	
1-1,500 sq.ft.	$500 minimum or $1.01 per sq.ft., whichever is higher
1,501-3,000 sq.ft.	$1,521 plus $0.55 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,338 plus $0.55 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,157 plus $0.55 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$3,974 plus $0.98 per sq.ft. in excess of 6,000 sq.ft.
Building Plan Check - Multi Family Residential (New Construction Per Building)	
1-1,500 sq.ft.	$500 minimum or $1.06 per sq.ft., whichever is higher
1,501-3,000 sq.ft.	$1,593 plus $0.57 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,452 plus $0.57 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,311 plus $0.57 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$4,169 plus $1.03 per sq.ft. in excess of 6,000 sq.ft.
Building Plan Check - Patio Cover (all types such as solid wood, open lattice, or tile)	
1-300 sq.ft.	$110 minimum
301-400 sq.ft.	$110 plus $0.38 per sq.ft. in excess of 300 sq.ft.
Over 400 sq.ft.	$148 plus $0.56 per sq.ft. in excess of 400 sq.ft.
BUILDING PLANS CHECK - REMODELS, ALTERATIONS, ADDITIONS AND TENANT IMPROVEMENTS	
Building Plan Check - Retail (Remodels, Alterations, Additions, and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.55 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,731 plus $0.37 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$4,574 plus $0.37 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$6,417 plus $0.37 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$10,140 plus $0.37 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$19,353 plus $0.37 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$28,567 plus $0.37 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$37,819 plus $0.37 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$47,032 plus $0.37 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$56,246 plus $0.37 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$65,497 plus $0.37 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$74,711 plus $0.40 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Office (Remodels, Alterations, Additions, and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.55 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,731 plus $0.40 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$4,707 plus $0.40 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$6,716 plus $0.40 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$10,770 plus $0.40 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$20,810 plus $0.40 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$30,851 plus $0.40 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$40,930 plus $0.40 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$50,971 plus $0.40 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$61,011 plus $0.40 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$71,090 plus $0.40 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$81,131 plus $0.43 per sq.ft. in excess of 200,000 sq.ft.

CITY OF BALDWIN PARK

EXHIBIT A-1

BUILDING PERMIT, PLAN CHECK & INSPECTION FEE SCHEDULE

(Fees Remain Unchanged from Prior Fiscal Year with Few Updates in Descriptions)

Effective September 14, 2020

Building Plan Check - Industrial (Remodels, Alterations, Additions, and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.47 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,346 plus $0.29 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$3,794 plus $0.29 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$5,251 plus $0.29 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$8,195 plus $0.29 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$15,455 plus $0.29 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$22,723 plus $0.29 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$30,022 plus $0.29 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$37,291 plus $0.29 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$44,551 plus $0.29 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$51,857 plus $0.29 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$59,119 plus $0.33 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Cannabis (Remodels, Alterations, Additions, and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $1.18 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$5,878 plus $1.00 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$10,854 plus $1.00 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$15,832 plus $1.00 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$25,811 plus $1.00 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$50,696 plus $1.00 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$75,581 plus $1.00 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$100,504 plus $1.00 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$125,389 plus $1.00 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$150,311 plus $1.00 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$175,196 plus $1.00 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$200,082 plus $1.03 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Single Family Residential (Remodels, Alterations, Additions, and Tenant Improvements)	
1-500 sq.ft.	$500 minimum or $1.57 per sq.ft., whichever is higher
501-1,000 sq.ft.	$786 plus $0.72 per sq.ft. in excess of 500 sq.ft.
1,001-1,500 sq.ft.	$1,145 plus $0.60 per sq.ft. in excess of 1,000 sq.ft.
1,501-3,000 sq.ft.	$1,445 plus $0.60 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,338 plus $0.55 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,157 plus $0.54 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$3,973 plus $0.98 per sq.ft. in excess of 6,000 sq.ft.
Building Plan Check - Multi Family Residential (Remodels, Alterations, Additions, and Tenant Improvements)	
1-500 sq.ft.	$500 minimum or $1.64 per sq.ft., whichever is higher
501-1,000 sq.ft.	$822 plus $0.76 per sq.ft. in excess of 500 sq.ft.
1,001-1,500 sq.ft.	$1,203 plus $0.63 per sq.ft. in excess of 1,000 sq.ft.
1,501-3,000 sq.ft.	$1,518 plus $0.62 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,452 plus $0.57 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,311 plus $0.57 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$4,169 plus $1.03 per sq.ft. in excess of 6,000 sq.ft.
BUILDING FEES (Others)	
Permit Issuance	$37.50 per permit
Minimum Building Permit Fee	$69.00 per permit
Minimum Building Plan Check Fee	At least 1 hour of staff time (latest rate) or the calculated amount whichever is greater

CITY OF BALDWIN PARK

EXHIBIT A-1

BUILDING PERMIT, PLAN CHECK & INSPECTION FEE SCHEDULE

(Fees Remain Unchanged from Prior Fiscal Year with Few Updates in Descriptions)

Effective September 14, 2020

For any items which fee is not provided, the permit fee shall be based on hourly rate and on time as determined by Building Official	$92.00 per hour
For any items which fee is not provided, the plan check fee shall be based on hourly rate and on time as determined by Building Official	$151.00 per hour
Recordkeeping	3.75% of permit fee
Alternate Material Processing	1 1/2 hours based on the latest hourly rate
EXTENSIONS	
Extension of permit if the original permit has not been expired (one time)	$37.52
Extension of permit if the original permit has been expired	Based on time required to complete the project and on the latest hourly rate
Extension of plan check if the original plan check has not been expired (one time)	No fee
Extension of plan check if the original plan check has been expired	Based on time required to complete the plan check application and on latest hourly rate, or 1/2 of the original plan check fee whichever is greater
Expedited Plan Check	Double plan check fee to pay for consulting firm to provide timely plan check of 5 working days
Re-inspection	$92.00
For each additional plan check after the third plan check, fee shall be based on hourly rate and time as determined by Building Official	$111.00 per hour
After-Hours Inspection	1.5 times the latest hourly rate; 4 hours minimum
Certificate:	
Certificate of Occupancy - Original	No charge
Certificate of Occupancy - Subsequent	$56.00
Request for Address Change	$750.00
Garage Re-Conversion Inspection	$275.00
School Fee Application Processing	$31.00
Plan Imaging Fee	3.47/per sheet of plans
PLUMBING PERMIT	
Permit Issuance	$37.50 per permit
Minimum Plumbing Permit Fee	$69.00 per permit
Minimum Plumbing Plan Check Fee	At least 1 hour of staff time (latest hourly rate) or the calculated amount whichever is greater
For any items which fee is not provided, the permit fee shall be based on hourly rate and on time as determined by Building Official	$92.00 per hour
For any items which fee is not provided, the plan check fee shall be based on hourly rate and on time as determined by Building Official	$111.00 per hour
Re-inspection	$92.00
Plumbing Permit - Residential	
1-1,000 sq.ft.	$273 minimum
1,001-2,000 sq.ft.	$273 plus $0.28 per sq.ft. in excess of 1,000 sq.ft.

Over 2,000 sq.ft.	$551 plus $0.28 per sq.ft. in excess of 2,000 sq.ft.
Plumbing Permit - Retail & Other Commercials	
1-2,000 sq.ft.	$184 minimum
2,001-4,000 sq.ft.	$184 plus $0.05 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$275 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$367 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$551 plus $0.02 per sq.ft. in excess of 10,000 sq.ft.
Plumbing Permit - Dental & Medical Offices	
1-2,000 sq.ft.	$910 minimum
2,001-4,000 sq.ft.	$910 plus $0.19 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$1,285 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$1,469 plus $0.09 per sq.ft. in excess of 6,000 sq.ft.
Plumbing Permit - Restaurant	
1-2,000 sq.ft.	$910 minimum
2,001-4,000 sq.ft.	$910 plus $0.23 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$1,377 plus $0.23 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$1,836 plus $0.23 per sq.ft. in excess of 6,000 sq.ft.
Plumbing Permit - Industrial	
1-2,000 sq.ft.	$364 minimum
2,001-4,000 sq.ft.	$364 plus $0.05 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$459 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
6,001-8,000 sq.ft.	$551 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$643 plus $0.05 per sq.ft. in excess of 8,000 sq.ft.
Plumbing Permit - Residential Room Addition	
1-500 sq.ft.	$182 minimum
Over 500 sq.ft.	$182 plus $0.19 per sq.ft. in excess of 500 sq.ft.
PLUMBING PLANS CHECK	
Plumbing Plan Check - Retail & Other Commercials	
1-2,000 sq.ft.	$220 minimum
2,001-4,000 sq.ft.	$220 plus $0.03 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$278 plus $0.03 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$334 plus $0.03 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$445 plus $0.02 per sq.ft. in excess of 10,000 sq.ft.
Plumbing Plan Check - Dental & Medical Offices	
1-2,000 sq.ft.	$550 minimum
2,001-4,000 sq.ft.	$550 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$778 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$890 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Plumbing Plan Check - Restaurant	
1-2,000 sq.ft.	$550 minimum
2,001-4,000 sq.ft.	$550 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$778 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$890 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Plumbing Plan Check - Industrial	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.07 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$463 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.

6,001-8,000 sq.ft.	$575 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$704 plus $0.06 per sq.ft. in excess of 8,000 sq.ft.
Plumbing Plan Check - Multifamily	
1-2,000 sq.ft.	$550 minimum
2,001-4,000 sq.ft.	$550 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$778 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$890 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
PLUMBING FEES (Others)	
UNIT FEE	
For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping and backflow protection)	$170.00
Building Sanitary Waste (sewer) new or repair	$252.00
Rainwater systems	$170.00
For each sewer connection	$170.00
For each sewer cap	$170.00
Gas Piping System:	
1-5 outlets	$170.00
Each outlet in excess of 5 outlets	$28.00
For each industrial waste pre-treatment interceptor, including its trap and vent (except kitchen grease interceptors functioning as fixture traps)	$335.00
For installation, alteration or repair of water piping and/or water treating equipment	$170.00
For repair or alteration of drainage or venting piping	$170.00
For each lawn sprinkler system or any one meter including backflow protection devices	$170.00
For vacuum breakers or backflow protective devices on tanks, vats, etc. or for installation on unprotected plumbing fixtures including necessary water piping:	
1 to 5 units	$170.00
Each unit in excess of 5 units	$28.00
MECHANICAL PERMIT	
Permit Issuance	$37.50 per permit
Minimum Mechanical Permit Fee	$69.00 per permit
Minimum Mechanical Plan Check Fee	At least 1 hour of staff time (latest hourly rate) or the calculated amount whichever is greater
For any items which fee is not provided, the permit fee shall be based on hourly rate and on time as determined by Building Official	$92.00 per hour
For any items which fee is not provided, the plan check fee shall be based on hourly rate and on time as determined by Building Official	$111.00 per hour
Re-inspection	$92.00
Mechanical Permit - Residential	
1-1,000 sq.ft.	$91 minimum
1,001-2,000 sq.ft.	$91 plus $0.09 per sq.ft. in excess of 1,000 sq.ft.

Over 2,000 sq.ft.	$184 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
Mechanical Permit - Retail & Other Commercials	
1-2,000 sq.ft.	$182 minimum
2,001-4,000 sq.ft.	$182 plus $0.05 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$275 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$367 plus $0.04 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$536 plus $0.04 per sq.ft. in excess of 10,000 sq.ft.
Mechanical Permit - Dental & Medical Offices	
1-2,000 sq.ft.	$455 minimum
2,001-4,000 sq.ft.	$455 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$643 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$826 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Mechanical Permit - Restaurant	
1-2,000 sq.ft.	$455 minimum
2,001-4,000 sq.ft.	$455 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$643 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$826 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Mechanical Permit - Industrial	
1-2,000 sq.ft.	$273 minimum
2,001-4,000 sq.ft.	$273 plus $0.05 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$459 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
6,001-8,000 sq.ft.	$551 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$643 plus $0.05 per sq.ft. in excess of 8,000 sq.ft.
Mechanical Permit - Residential Room Addition	
1-500 sq.ft.	$92 minimum
Over 500 sq.ft.	$92 plus $0.18 per sq.ft. in excess of 500 sq.ft.
MECHANICAL PLANS CHECK	
Mechanical Plan Check - Retail & Other Commercials	
1-2,000 sq.ft.	$220 minimum
2,001-4,000 sq.ft.	$220 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$445 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$537 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$741 plus $0.05 per sq.ft. in excess of 10,000 sq.ft.
Mechanical Plan Check - Dental & Medical Offices	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$667 plus $0.07 per sq.ft. in excess of 6,000 sq.ft.
Mechanical Plan Check - Restaurant	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.11 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$778 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Mechanical Plan Check - Industrial	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$445 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.

6,001-8,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$667 plus $0.07 per sq.ft. in excess of 8,000 sq.ft.
Mechanical Plan Check - Multifamily	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$667 plus $0.07 per sq.ft. in excess of 6,000 sq.ft.
MECHANICAL FEES (Others)	
UNIT FEE	
Heating Appliance (Wall Unit)	$252.00
Installation or relocation of Ducts/Registers associated with HVAC System	
1 to 10 units	$252.00
Each unit in excess of 10 units	$28.00
Vent Fan	$170.00
Kitchen Hoods - Residential or Type II	$252.00
Kitchen Hoods - Type I Commercial	$335.00
Gas System	$170.00
FAU / FURNACE	
Under 10,000 BTU	$252.00
Over 10,000 BTU	$252.00
Compressor or Boiler:	
Under 3 HP	$252.00
Greater than 3 HP but less than 15 HP	$252.00
Greater than 15 HP but less than 30 HP	$252.00
Greater than 30 HP but less than 50 HP	$252.00
Greater than 50 HP	$335.00
Fire/Smoke/Environmental Dampers	
1 to 5 units	$170.00
Each unit in excess of 5 units	$28.00
Miscellaneous (For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories	$252.00
ELECTRICAL PERMIT	
Permit Issuance	$37.50 per permit
Minimum Electrical Permit Fee	$69.00 per permit
Minimum Electrical Plan Check Fee	At least 1 hour of staff time (latest hourly rate) or the calculated amount whichever is greater
For any items which fee is not provided, the permit fee shall be based on hourly rate and on time as determined by Building Official	$92.00 per hour
For any items which fee is not provided, the plan check fee shall be based on hourly rate and on time as determined by Building Official	$111.00 per hour
Re-inspection	$92.00
Electrical Permit - Residential	

1-1,000 sq.ft.	$364 minimum
1,001-2,000 sq.ft.	$364 plus $0.10 per sq.ft. in excess of 1,000 sq.ft.
Over 2,000 sq.ft.	$459 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
Electrical Permit - Retail & Other Commercials	
1-2,000 sq.ft.	$546 minimum
2,001-4,000 sq.ft.	$546 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$735 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$918 plus $0.09 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$1,285 plus $0.03 per sq.ft. in excess of 10,000 sq.ft.
Electrical Permit - Dental & Medical Offices	
1-2,000 sq.ft.	$910 minimum
2,001-4,000 sq.ft.	$910 plus $0.19 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$1,285 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$1,469 plus $0.09 per sq.ft. in excess of 6,000 sq.ft.
Electrical Permit - Restaurant	
1-2,000 sq.ft.	$546 minimum
2,001-4,000 sq.ft.	$546 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$735 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$918 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Electrical Permit - Industrial	
1-2,000 sq.ft.	$546 minimum
2,001-4,000 sq.ft.	$546 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$735 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
6,001-8,000 sq.ft.	$918 plus $0.09 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$1,102 plus $0.09 per sq.ft. in excess of 8,000 sq.ft.
Electrical Permit - Residential Room Addition	
1-500 sq.ft.	$182 minimum
Over 500 sq.ft.	$182 plus $0.37 per sq.ft. in excess of 500 sq.ft.
ELECTRICAL PLANS CHECK	
Electrical Plan Check - Retail & Other Commercials	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$667 plus $0.07 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$927 plus $0.03 per sq.ft. in excess of 10,000 sq.ft.
Electrical Plan Check - Dental & Medical Offices	
1-2,000 sq.ft.	$440 minimum
2,001-4,000 sq.ft.	$440 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$667 plus $0.11 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$890 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Electrical Plan Check - Restaurant	
1-2,000 sq.ft.	$334 minimum
2,001-4,000 sq.ft.	$334 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.11 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$778 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Electrical Plan Check - Industrial	
1-2,000 sq.ft.	$440 minimum

2,001-4,000 sq.ft.	$440 plus $0.06 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
6,001-8,000 sq.ft.	$667 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$778 plus $0.05 per sq.ft. in excess of 8,000 sq.ft.
Electrical Plan Check - Multifamily	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$667 plus $0.07 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$927 plus $0.03 per sq.ft. in excess of 10,000 sq.ft.
ELECTRICAL FEES (Others)	
UNIT FEE	
Main Service Panel	
Up to 200A	$170.00
200A ≥ 1000A	$391.00
Over 1000A	$560.33
Temporary Power Pole	
Single Pole	$170.00
2 - 5 Poles	$255.00
Over 5 Poles	$680.00
Pole Lights	
1 - 5 Poles	$170.00
Over 5 Poles	Add $35 for each additional pole
MISCELLANEOUS PERMIT	
Building Permit - Re-Roof Residential - Asphalt Shingles	
1-1,000 sq.ft.	$273 minimum
1,001-2,000 sq.ft.	$273 plus $0.09 per sq.ft. in excess of 1,000 sq.ft.
Over 2,000 sq.ft.	$367 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
Building Permit - Re-Roof Residential - Tile Roof	
1-1,000 sq.ft.	$273 minimum
1,001-2,000 sq.ft.	$273 plus $0.19 per sq.ft. in excess of 1,000 sq.ft.
Over 2,000 sq.ft.	$459 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
Building Permit - Re-Roof Commercial - Flat Roof	
1-2,500 sq.ft.	$273 minimum
2,501-5,000 sq.ft.	$273 plus $0.19 per sq.ft. in excess of 2,500 sq.ft.
5,001-10,000 sq.ft.	$459 plus $0.04 per sq.ft. in excess of 5,000 sq.ft.
Over 10,000 sq.ft.	$643 plus $0.04 per sq.ft. in excess of 10,000 sq.ft.
Building Permit - Re-Roof Commercial - Tile Roof	
1-1,000 sq.ft.	$273 minimum
1,001-2,000 sq.ft.	$273 plus $0.19 per sq.ft. in excess of 1,000 sq.ft.
2,001-4,000 sq.ft.	$459 plus $0.05 per sq.ft. in excess of 2,000 sq.ft.
4,001-8,000 sq.ft.	$551 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
8,001-12,000 sq.ft.	$735 plus $0.05 per sq.ft. in excess of 8,000 sq.ft.
12,001-20,000 sq.ft.	$918 plus $0.04 per sq.ft. in excess of 12,000 sq.ft.
Over 20,000 sq.ft.	$1,224 plus $0.04 per sq.ft. in excess of 20,000 sq.ft.
Building Permit - Photovoltaic System	

Commercial	$1000 up to 50 kW, plus $7/kW for each additional kW between 51 kW-250 kW, plus $5/kW above 251 kW (AB1414)
Residential	$447 up to 15 kW, plus $15/kW for each additional kW (AB1414)
Building Permit - Swimming Pool Standard Plan	
1-300 sq.ft.	$459 minimum
301-500 sq.ft.	$459 plus $0.92 per sq.ft. in excess of 300 sq.ft.
Over 500 sq.ft.	$643 plus $0.46 per sq.ft. in excess of 500 sq.ft.
Building Permit - Swimming Pool special engineering and/or water falls	
1-300 sq.ft.	$643 minimum
301-500 sq.ft.	$643 plus $0.92 per sq.ft. in excess of 300 sq.ft.
Over 500 sq.ft.	$826 plus $0.46 per sq.ft. in excess of 500 sq.ft.
MISCELLANEOUS PLANS CHECK	
Plan Check - Re-Roof Residential - Tile Roof	
1-1,000 sq.ft.	$110 minimum
1,001-2,000 sq.ft.	$110 plus $0.08 per sq.ft. in excess of 1,000 sq.ft.
Over 2,000 sq.ft.	$185 plus $0.04 per sq.ft. in excess of 2,000 sq.ft.
Plan Check - Re-Roof Commercial - Flat Roof	
1-2,500 sq.ft.	$110 minimum
2,501-5,000 sq.ft.	$110 plus $0.04 per sq.ft. in excess of 2,500 sq.ft.
5,001-10,000 sq.ft.	$222 plus $0.02 per sq.ft. in excess of 5,000 sq.ft.
Over 10,000 sq.ft.	$334 plus $0.02 per sq.ft. in excess of 10,000 sq.ft.
Plan Check - Re-Roof Commercial - Tile Roof	
1-1,000 sq.ft.	$110 minimum
1,001-2,000 sq.ft.	$110 plus $0.11 per sq.ft. in excess of 1,000 sq.ft.
2,001-4,000 sq.ft.	$222 plus $0.10 per sq.ft. in excess of 2,000 sq.ft.
4,001-8,000 sq.ft.	$426 plus $0.10 per sq.ft. in excess of 4,000 sq.ft.
8,001-12,000 sq.ft.	$834 plus $0.09 per sq.ft. in excess of 8,000 sq.ft.
12,001-20,000 sq.ft.	$1,205 plus $0.09 per sq.ft. in excess of 12,000 sq.ft.
Over 20,000 sq.ft.	$1,946 plus $0.09 per sq.ft. in excess of 20,000 sq.ft.
Plan Check - Swimming Pool Standard Plan	
1-300 sq.ft.	$220 minimum
301-500 sq.ft.	$220 plus $0.57 per sq.ft. in excess of 300 sq.ft.
Over 500 sq.ft.	$334 plus $0.56 per sq.ft. in excess of 500 sq.ft.
Plan Check - Swimming Pool special engineering and/or water falls	
1-300 sq.ft.	$330 minimum
301-500 sq.ft.	$330 plus $0.58 per sq.ft. in excess of 300 sq.ft.
Over 500 sq.ft.	$445 plus $0.56 per sq.ft. in excess of 500 sq.ft.

Note
*Hourly Rate is the fully burdened hourly rate (FBHR) of a position that includes salary, benefits, and applicable overhead (for operational and administrative support).
**Fees remain unchanged from prior year. Staff will regularly review the above rates whenever significant changes occur in the market and re-present the new competitive rates to the City Council for approval.

CITY OF BALDWIN PARK EXHIBIT A-2

PLANNING FEE SCHEDULE

Effective September 14, 2020

Planning Entitlement	FY 2019-20 Fee	FY 2020-21 Proposed Fee Change-Increase (Decrease)	Comments
ADMINISTRATIVE ADJUSTMENT	FBHR* of staff time + actual cost of City Attorney. ($600 deposit required per case)		CIP NO CHANGE
AMENDMENT TO ZONING CODE/GEN.PLAN/ZONE CHANGE	FBHR of staff time + actual cost of City Attorney. ($3,400 deposit required per case)		CIP NO CHANGE
DEVELOPMENT PLAN/AGREEMENT	FBHR of staff time + actual cost of City Attorney. ($2,915 deposit required per case)		CIP NO CHANGE
SPECIFIC PLAN	FBHR of staff time + actual cost of City Attorney. ($2,915 deposit required per case)		CIP NO CHANGE
CONDITIONAL USE PERMIT/ ZONE VARIANCE	FBHR of staff time + actual cost of City Attorney. ($1,750 deposit required per case)		CIP NO CHANGE
ACCESSORY DWELLING UNIT (ADU) REVIEW	FBHR of staff time + actual cost of City Attorney. ($1,000 deposit required per case)		CIP NO CHANGE
TREE REMOVAL PERMIT	$90 + $50 for each additional tree		CIP NO CHANGE
COVENANT PREPARATION	$115	$116	CIP INCREASE 0.9%.
MODEL HOME MARKETING COMPLEX PLAN	FBHR of staff time + actual cost of City Attorney. $1,000 deposit required per case)		CIP NO CHANGE
LANDSCAPE PLAN REVIEW -RESIDENTIAL	FBHR of staff time + hourly cost of consultant per hour ($1,250 deposit required)		CIP NO CHANGE
LANDSCAPE PLAN REVIEW -COMMERCIAL	FBHR of staff time + hourly cost of consultant per hour ($2,500 deposit required)		CIP NO CHANGE
Negative declaration	Actual Consultant Cost plus FBHR of staff time ($10,000 deposit required)		CIP NO CHANGE
Mitigated negative declaration	Actual Consultant Cost plus FBHR of staff time ($10,000 deposit required)		CIP NO CHANGE
ENVIRONMENTAL IMPACT REPORT REVIEW	Actual Consultant Cost plus FBHR of staff time ($10,000 deposit required)		CIP NO CHANGE
ENVIRONM'L IMPACT RPT PROCESSING	Actual Consultant cost plus FBHR of staff time ($10,000 deposit required)		CIP NO CHANGE
MAP COPY SERVICE	$11 per hard copy		CIP NO CHANGE
APPEAL TO ZONING ADMINISTRATOR	FBHR of staff time + non-refundable $951 filing fee		CIP NO CHANGE
APPEAL TO PLANNING COMMISSION	FBHR of staff time + non-refundable $951 filing fee		CIP NO CHANGE
APPEAL TO THE CITY COUNCIL	FBHR of staff time + non-refundable $951 filing fee		CIP NO CHANGE
TIME EXTENSION	$595 Flat fee	$600	CIP INCREASE 0.9%.
SIGN PROGRAM REVIEW	FBHR of staff time + actual cost of City Attorney. ($1,170 deposit required per case)		CIP NO CHANGE
TEMPORARY SIGN PERMIT	$21	$21	CIP INCREASE 0.9%.
PERMANENT SIGN PERMIT	$68	$69	CIP INCREASE 0.9%.
ZONING CONFORMANCE LETTER	$325 deposit + FBHR of staff time		CIP NO CHANGE
OUTDOOR DISPLAY REVIEW			
< 5,000 sq.ft.	$357	$360	CIP INCREASE 0.9%.
> 5,000 sq.ft.	$593	$598	CIP INCREASE 0.9%.
OUTDOOR DINING REVIEW	FBHR of staff time + actual cost of City Attorney. ($175 deposit required)		CIP NO CHANGE
GENERAL PLAN SURCHARGE			CIP NO CHANGE
< $100,000	0.75% of value		CIP NO CHANGE
> $100,000	$750+0.50% of value over $100,000		CIP NO CHANGE
Minimum amount	$26		CIP NO CHANGE
BUSINESS LICENSE REVIEW	$10.50	$11	CIP INCREASE 0.9%.
PLANNING PLAN REVIEW SURCHARGE (% of the building valuation)	0.23% of value ($45 minimum)		CIP NO CHANGE
Commercial/Industrial	Combined and see above		CIP NO CHANGE
Residential			CIP NO CHANGE
PLANNING DESIGN REVIEW			CIP NO CHANGE
TENTATIVE PARCEL MAP	FBHR of staff time + actual cost of City Attorney. ($3,500 deposit required)		CIP NO CHANGE

CITY OF BALDWIN PARK EXHIBIT A-2

PLANNING FEE SCHEDULE

Effective September 14, 2020

TENTATIVE TRACT MAP			FBHR of staff time + actual cost of City Attorney. ($4,080 deposit required)		CIP NO CHANGE
PRELIMINARY PLAN REVIEW			$1,700 Flat Fee	$1,715	CIP INCREASE 0.9%.
PRELIMIARY PLAN REVIEW (DOWNTOWN)			$0	FBHR of staff time + hourly cost of consultant per hour ($2,000 deposit required)	New fee please add
PRELIMINARY PLAN REVIEW (MIXED-USE)			$0	FBHR of staff time + hourly cost of consultant per hour ($2,500 deposit required)	New fee please add
PLANNING DESIGN REVIEW **					
Industrial/Commercial/Office	No. of Residential	Maximum Industrial / Commercial / Office			
New Construction - Square Footage	Dwelling Units	Remodel Value			
1-1,000	1	$100,000	$416	$420	CIP INCREASE 0.9%.
1,001-3,000	2-4	$200,000	$595	$599	CIP INCREASE 0.9%.
3,001-6,000	5-6	$400,000	$803	$807	CIP INCREASE 0.9%.
6,001-10,000	7-10	$700,000	$1,040	$1,044	CIP INCREASE 0.9%.
10,001-15,000	11-15	$1,000,000	$1,457	$1,461	CIP INCREASE 0.9%.
15,001-20,000	16-20	$1,500,000	$1,754	$1,758	CIP INCREASE 0.9%.
20,001-27,000	21-25	Over $1,500,000	$2,050	$2,054	CIP INCREASE 0.9%.
27,001-35,000	26-35		$2,350	$2,354	CIP INCREASE 0.9%.
35,001-45,000	36-45		$2,705	$2,709	CIP INCREASE 0.9%.
45,001-60,000	46-60		$3,090	$3,094	CIP INCREASE 0.9%.
60,001-100,000	61-100		$3,537	$3,541	CIP INCREASE 0.9%.
100,001-150,000	101-150		$3,984	$3,988	CIP INCREASE 0.9%.
Over 150,000	Over 150		$4,578	$4,582	CIP INCREASE 0.9%.

* FBHR is the fully burdened hourly rate of a position that includes salary, benefits, and applicable overhead (for operational and administrative support).

** Fee, Plus FBHR of staff time after the first **two** plan reviews

CITY OF BALDWIN PARK EXHIBIT A-3

PUBLIC WORKS FEE SCHEDULE

Effective September 14, 2020

Service / Application	FY 2019-20 Fee	FY 2020-21 Proposed Fee Change-Increase (Decrease)	Comments
PARCEL (FINAL) MAP	$3,000 plus $75 per parcel		
TRACT (FINAL) MAP	$2,990 for 1st 4 lots/units plus $195 for each additional lot/unit for first three plan checks		
	$225 for each additional plan check		
EASEMENT DEED REVIEW	$495		
EASEMENT CHECKING	$495		
MONUMENT INSPECTION	$270 for first monument plus $65 for additional monument		
MAP CONSISTENCY VERIFICATION	$440		
WAIVER & COMPLIANCE CERTIFICATION	$400		
AGREEMENT/IMPROVEMENT SECURITY	$450		
IMPROVEMENT AGREEMENT TIME EXTENSION	$500		
ADDITIONAL PLAN SUBMITTAL	Not In Use		
FINAL MAP TIME EXTENSION			
Six months	$275		
Twelve months	$550		
CERTIFICATE OF CORRECTION	$1200		
CERTIFICATE OF COMPLIANCE	$2000		
STREET VACATION PROCESSING	$2200		
COVENANT & AGREEMENT REVIEW	$1000		
LOT LINE ADJUSTMENT	$3300		
ENGINEERING DOCUMENT/ STUDY/ REPORT REVIEW (GEOTECHNICAL REPORT, HYDROLOGY & HYDRULICS REPORT, LOW IMPACT DEVELOPMENT LID REPORT, TRAFFIC STUDY, MISCELLANEOUS DOCUMENTS, ETC.)	$1,600/each		
EXPEDITED MAP/PLAN CHECK	1-1/2 times the original fee		
OTHER ENGINEERING SERVICES	$50 per hour with minimum one hour		
ENCROACHMENT PERMIT-LANE CLOSURE			
Per occurrence	$175		
Monthly permit	$490		
Annual permit	$3750		
ENCROACHMENT PERMIT-ROAD CLOSURE	$650		
ENCROACHMENT PERMIT-OVERHEAD STRUCT.	$560		
STREET CUT PLAN CHECK & INSPECTION			
TRENCH LENGTH:			
Up to 10 sq.ft.	$115		
11 to 100 sq.ft.	$115 plus $1.25 per sq.ft. over 10'		
Over 100 sq.ft.	$228 plus $1.04 per sq.ft. over 100'		
SEWER DYE TEST	$240		
STREET NAME CHANGE PROCESSING	$1,590 plus $175 per sign		
STREET ADDRESS CHANGE	None		
PRIVATE DIRECTIONAL SIGN	$2,500 for two years		
GRAFFITI ABATEMENT AGREEMENT	Not In Use		
OVER WIDTH/HEIGHT/WEIGHT PERMIT	$16 single trip permit; $90 annual permit (fees set by State)		
GRADING & EXCAVATION PLAN CHECK			
50 to 100 cubic yards	$380		
101 to 1,000 cubic yards	$380 + $82 per 100 CY		
1,001 to 10,000 cubic yards	$1,120 + $200 per 1,000 CY		
10,001 to 100,000 cubic yards	$2,920 + $275 per 10,000 CY		
> 100,000 cubic yards	$5,395 + $435 per 100,000 CY		
DRAINAGE PLAN CHECK			
One to three lots	$250 for the first lot		
Four or more lots	$115 for each additional lot		
EROSION CONTROL PLAN CHECK			
Less than 1 acre	$130		
1 acre but less than 5 acres	$500		
OFFSITE IMPROVEMENTS PERMIT (PLAN CHECK AND INS			
$0 - $999	$175		
$1,000 - $9,999	$175 + 11% of value over $1,000		
$10,000 - $49,999	$1,165 + 8% of value over $10,000		
$50,000 - $99,999	$4,365 + 4% of value over $50,000		
$100,000 - $999,999	$6,365 + 2% of value over $100,000		
Street Improvements (such as curb only, cross gutter, sidewalk, driveway approach, curb & gutter, ADA ramp, etc.)	Refer to Fees under Offsite Improvement Permit		
Storm Drain Improvements (such as parkway drain, catch basin, manhole, SD mainline and lateral, etc.)	Refer to Fees under Offsite Improvement Permit		
Traffic Improvements (such as red curbs, striping, lettering/ arrow, street name signs, traffic regulatory signs, traffic signal, etc.)	Refer to Fees under Offsite Improvement Permit		
Sewer Improvements (such as manhole, sewer mainline and lateral, etc.)	Refer to Fees under Offsite Improvement Permit		
Other Improvements (such as Street light and street tree installation, etc.)	Refer to Fees under Offsite Improvement Permit		
GRADING & EXCAVATION INSPECTION			
50 - 100 cubic yards	$355		
101 - 1,000 cubic yards	$355+$65 per 100 CY		
1,001 - 10,000 cubic yards	$940+$85 per 100 CY		

CITY OF BALDWIN PARK EXHIBIT A-3

PUBLIC WORKS FEE SCHEDULE

Effective September 14, 2020

Service / Application	FY 2019-20 Fee	FY 2020-21 Proposed Fee Change-Increase (Decrease)	Comments
10,001 - 100,000 cubic yards	$1,705+$30 per 100 CY		
> 100,000 cubic yards	$1,980.00		
DRAINAGE INSPECTION			
One to three lots	$300 for first lot		
Four or more lots	$115 for each additional lot		
EROSION INSPECTION			
Less than 1 acre	$385 first three acres		
1 acre but less than 5 acres	$125 each additional acre		
SEWER SEDDLE AND WYE	$500/each		
TRAFFIC CONTROL PLAN CHECK	$85 + 75/HR		
OTHER FIELD INSPECTION	FBHR*		
RE-INSPECTION	FBHR*		
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) INSPECTION	FBHR*		
C&D MATERIALS MANAGEMENT			
DEMOLITION	$300 for 1st review		
	$75 for each subsequent review		
CONSTRUCTION	$300 for 1st review		
	$75 for each subsequent review		
C&D MATERIALS MANAGEMENT ADMIN FEE			
DEMOLITION	$100		
CONSTRUCTION	$100		
C&D MATERIALS MANAGEMENT RE-ROOF PROJECT	$75		
After Hours Work and Inspection		FBHR* (4 hours minimum)	NEW FEE
Plant Street Tree	$0	$175 each	NEW FEE
Install Curb Core	$0	$175 each	NEW FEE
Waste Bin	$0	$20 each	NEW FEE
After the fact permit fee	$0	2 x Permit Fee	NEW FEE

* FBHR is the fully burdened hourly rate of a position that includes salary, benefits, and applicable overhead (for operational and administrative support).

CITY OF BALDWIN PARK EXHIBIT A-4

POLICE FEE SCHEDULE

Effective September 14, 2020

Service / Application	FY 2019-20 Fee	FY 2020-21 Proposed Fee Change-Increase (Decrease)	Comments
POLICE REPORT COPY			
Direct from Department	$55		
PHOTOGRAPH COPY RELEASE	$25 for first picture; $5 for each additional picture		
RELEASE/STORAGE OF FIREARMS			
If completed within one calendar year of receipt	$50		
Every month after first calendar year	$2.0		
VEHICLE CITATION VERIFICATION	$15.50		
FINGERPRINT CARD PREPARATION	$16.50		
IMPOUND/STORED VEHICLE RELEASE			
Vehicle release	$245		
IMPOUND/STORED VEHICLE RELEASE-DUI	$0	$400	NEW CATEGORY, TO BE CONSISTENT WITH SURROUNDING AGENCIES
VENDOR CART/MDSE STORAGE+RELEASE			
Cart	$245		
CIVIL SUBPOENA SVC BY OFFICER			
Federal subpoena	$40		
All others	$275		
SUBPOENA (DUCES TECUM/RECORDS)			
Labor per hour	$24		
Per page copy of document	$0.10-$0.20		
Per CD/Cassette tape - audio recording	$5		
Per DVE/Video tape - video recording	$10		
Preparation of documents for subpoena	$15		
RESIDENTIAL ALARM PERMIT & RESPONSE			
Annual alarm permit	$26		
False alarm charge (residential)			
1st offense			
2nd offense	$42	$33	TO BE CONSISTENT WITH SURROUNDING AGENCIES
3rd offense	$83	$42	TO BE CONSISTENT WITH SURROUNDING AGENCIES
4th offense	$125	$50	TO BE CONSISTENT WITH SURROUNDING AGENCIES
5th+ offense	$125	$100	TO BE CONSISTENT WITH SURROUNDING AGENCIES
Appeal fee	$8		
COMMERCIAL ALARM PERMIT & RESPONSE			
Annual alarm permit	$73		
False alarm charge (commercial)			
1st offense	Free		
2nd offense	$73	$100	TO BE CONSISTENT WITH SURROUNDING AGENCIES
3rd offense	$146	$175	TO BE CONSISTENT WITH SURROUNDING AGENCIES
4th offense	$218	$250	TO BE CONSISTENT WITH SURROUNDING AGENCIES
5th+ offense	$218	$250	TO BE CONSISTENT WITH SURROUNDING AGENCIES
Appeal fee	$16	$25	TO BE CONSISTENT WITH SURROUNDING AGENCIES
"PAY TO STAY" JAIL SERVICE	$100		
BOOKING FEE	$170 (includes one day jail time); $100 for each additional day in jail		
ROBBERY FALSE ALARM	$0	$100	NEW CATEGORY
NON-REGISTERED RESIDENTIAL FALSE ALARM	$0	$150	NEW CATEGORY
FIRST FALSE ALARM	$0	$175	NEW CATEGORY
SECOND FALSE ALARM	$0	$225	NEW CATEGORY
THIRD FALSE ALARM	$0	$275	NEW CATEGORY
FOURTH FALSE ALARM	$0	$325	NEW CATEGORY
FIFTH OR MORE FALSE ALARM	$0	$375	NEW CATEGORY

CITY OF BALDWIN PARK EXHIBIT A-5

RECREATION PROGRAM FEE SCHEDULE

Effective September 14, 2020

Program	Description	FY 2019-20 Fee	
		Residents	Non-Residents
Swim Lessons	Children	$45	$60
	Adults	$55	$75
Recreational Swimming	Youth 0 – 17 years	$1	$2
	Adults 18 – 54 years	$2	$3
	Senior Citizens 55 years +	$0.75	$1.75
Weight Room	Monthly 8 - 17 years	$12	$15
	Annual 8 - 17 years	$100	$150
	Monthly 18 years+	$22	$32
	Annual 18 years+	$180	$300
Boxing Program	Monthly 8 - 17 years	$12	$15
	Annual 8 - 17 years	$100	$150
	Monthly 18 years+	$22	$32
	Annual 18 years+	$200	$300
Facility Rentals			
	Aquatic Center		
	1 – 20 people	$67/hr	$98/hr
	21 – 50 people	$93/hr	$182/hr
	51 – 100 people	$121/hr	$250/hr
	101 – 150 people	$174/hr	$306/hr
	DEPOSIT	$150	$150
	Basketball Gym		
	100 or less	$60/hr	$110/hr
	101 or more	$80/hr	$140/hr
	DEPOSIT	$150	$150
	Amphitheater		
	Amphitheater	$78/hr	$105/hr
	Lights	$40/hr	$65/hr
	Security Guard	$30/hr	$30/hr
	DEPOSIT	$300	$300

CITY OF BALDWIN PARK EXHIBIT A-5

RECREATION PROGRAM FEE SCHEDULE

Effective September 14, 2020

Program	Description	FY 2019-20 Fee	
		Residents	Non-Residents
	Community Center		
	Game Room	$46/hr	$82/hr
	DEPOSIT	$100	$100
	Dance Studio	$32/hr	$55/hr
	*Meeting Rm-Single	$35/hr	$55/hr
	*Meeting Rm-Double	$55/hr	$110/hr
	Morgan Park		
	Picnic Shelter (1-40)	$82 Flat	$108Flat
	Picnic Shelter (41-80)	$118 Flat	$128 Flat
	Athletic Field	$60/hr	$110/ hr
	Lights	$40/hr	$65/hr
	Senior Center		
	Celebration Hall (100 or less)	$125/hr	$160/hr
	Celebration Hall (101 or more)	$160/hr	$200/hr
	Security Guard	$30/hr	$30/hr
	DEPOSIT	$500	$500
	*Single Meeting Rooms (Adobe East/West, Avoca	$35/hr	$55/hr
	*Double Meeting Rooms (Adobe East & West)	$55/hr	$110/hr
	DEPOSIT	$150	$150
	Arts & Recreation Center		
	Celebration Hall (100 or less)	$125/hr	$160/hr
	Celebration Hall (100 or more)	$160/hr	$200/hr
	Security Guard	$30/hr	$30/hr
	DEPOSIT	$500	$500
	*Multipurpose Room	$50/hr	$78/hr
	DEPOSIT	$150	$150
	Executive Board Room	$52/hr	$78/hr
	DEPOSIT	$200	$200
	Dance Studio	$32/hr	$55/hr
	DEPOSIT	$150	$150
	Amphitheater	$82/hr	$105/hr
	Security Guard	$30/hr	$30/hr
	DEPOSIT	$300	$300
	Family Service Center		

CITY OF BALDWIN PARK EXHIBIT A-5

RECREATION PROGRAM FEE SCHEDULE

Effective September 14, 2020

Program	Description	FY 2019-20 Fee	
		Residents	Non-Residents
	Hall	$75/hr	$120/hr
	DEPOSIT	$150	$150
	*Meeting Room	$35/hr	$55/hr
	DEPOSIT	$150	$150
	Barnes Park Family Recreation Center		
	*Meeting Room	$35/hr	$55/hr
	DEPOSIT	$150	$150
	Game Room	$26/hr	$51/hr
	DEPOSIT	$100	$100
	Picnic Shelter (1-40)	$82 Flat	$118 Flat
	Picnic Shelter (41-80)	$118 Flat	$128 Flat
	DEPOSIT	$100	$100
	Athletic Field	$60/hr	$110/hr
	Lights	$40/hr	$65/hr
	DEPOSIT	$150	$150
	Teen Center		
	*Meeting Room	$35/hr	$65/hr
	DEPOSIT	$150	$150
	Game Room	$46/hr	$82/hr
	Rock Wall	$21/hr	$26/hr
	DEPOSIT	$100	$100
	Hilda L. Solis Park		
	Picnic Shelter (41-80)	$118 Flat	$128 Flat
	DEPOSIT	$100	$100
	Walnut Creek Nature Park		
	Gazebo	$50/hr	$75/hr
	DEPOSIT	$150	$150
	Syhre Park		
	Athletic Field	$60/hr	$110/hr
	Lights	$40/hr	$65/hr
	DEPOSIT	$150	$150
	Equipment		
	TV/VCR	Not Available	Not Available
	P.A. System	Not Available	Not Available
	Slide Projector	Not Available	Not Available
	Screen	Not Available	Not Available
	Podium	Not Available	Not Available
	Inflatable/Mechanical Ric	$25/day	$30/day
	Decorating / Set Up Fee	$50/hr	$55/hr

CITY OF BALDWIN PARK EXHIBIT A-5

RECREATION PROGRAM FEE SCHEDULE

Effective September 14, 2020

Program	Description	FY 2019-20 Fee	
		Residents	Non-Residents
	Processing Fee (Per Application)	$25	$30

NOTE

Fees remain unchanged from prior year. Staff will regularly review the above rates whenever significant changes occur in the market and re-present the new competitive rates to the City Council for approval.

CITY OF BALDWIN PARK EXHIBIT A-6

ANIMAL CARE AND CONTROL LICENSE FEE SCHEDULE

Effective September 14, 2020

(Fees Remain Unchanged from Prior Fiscal Year)

	Unaltered Dog	Altered Dog	Senior* (60 years+) Owned Altered Dog	Military Veterans** with Disabilities Owned Altered Dog	Unaltered Cat	Altered Cat	Field Enforcement Fee	Penalty Fee***
FY 2019-20 Current Fee****	$60.00	$20.00	$7.50	$7.50	$10.00	$5.00	$40.00	Same as License Fee

*** Penalty fee is assessed if the license fee is paid more than 30 days late.

****Current fee includes County processing fee.

***** Fees remain unchanged from prior year. Staff will regularly review the above rates whenever significant changes occur in the market and re-present the new competitive rates to the City Council for approval.

CITY OF BALDWIN PARK

EXHIBIT A-7

BUSINESS LICENSE FEE SCHEDULE

Effective September 14, 2020

Advertising	$80.00 Each
Billiard & Pool Hall	$50.00 + $15.00 for Ea. Table in Excess of One
Bowling Alley	$50.00 + $15.00 for Ea. Lane in Excess of One
Carnival / Circus	$62.50 per day + $12.50 Ea. Ride + Temporary Use Permit $125.00 per day maximum

Vending Machines	
Game or Mechanical Rides	$60.00 Each
Juke Box	$15.00 Each
Cigarette & Tobacco Machine	$10.00 Each
Merchandise or Service	
Machine Activated at 25¢ or more	$10.00 Each
Machine Activated at 24¢ or less	$ 5.00 Each
Postage Stamp Machines	$ 1.25 Each
Pool Table	$50.00 First Table + $15.00 Each Table In Excess of One
Vending Machine Delivery	See Retail/Wholesale Delivery
Dance Hall	$250.00 Per Year
Theatre	$0.25 Each Fixed Seat or Car Space
Auctioneer	$175.00 Not Prorated
Vehicle/Trailers New/Used	$100.00
Auto Wrecking Yard	$80.00+ ($7.00 for Each Employee over Three)

General Contractor	$100.00 Per Year
General Contractor-Home OCC	$50.00 Per Year
Asphalt Contractor	$50.00 Per Year
Concrete Contractor	$50.00 Per Year
Demolition Contractor	$50.00 Per Year
Electrical Contractor	$50.00 Per Year
Fence/Block Wall Contractor	$50.00 Per Year
Flooring Contractor	$50.00 Per Year
Heating/Air Cond. Contractor	$50.00 Per Year
Masonry Contractor	$50.00 Per Year
Painting Contractor	$50.00 Per Year
Patio/Awning Contractor	$50.00 Per Year
Pipeline Contractor	$50.00 Per Year
Plumbing Contractor	$50.00 Per Year
Roofing Contractor	$50.00 Per Year
Sewer Contractor	$50.00 Per Year
Sign/Neon Contractor	$50.00 Per Year
Swimming Pool Contractor	$50.00 Per Year
Plaster/Drywall Contractor	$50.00 Per Year
Miscellaneous Contractor	$50.00 Per Year
Home Occupation Contractor	$50.00 Per Year

$50.00 FOR EACH PRACTICING MEMBER + $9.00 FOR EACH EMPLOYEE OVER THREE (3)

Accountant	Mortician
Appraiser	Optician
Architect	Optometrist
Attorney at Law	Osteopath Physician
Auditor	Physiotherapist
Bacteriologist	Surveyor
Chemist	Veterinarian
Chiropodist	X-ray Lab
Chiropractor	Professional-Home OCC
Dentist	
Engineering Consultant	Professional-Other than Specified
Geologist	

$50.00 + $9.00 FOR EACH EMPLOYEE OVER THREE (3)

Auto Parts/Supplies	Dry Cleaner	Nursery/Florist
Auto Repair, Paint or Bodywork	Entertainment	Produce Store
	Furniture Store	Retail Stores-All
Bakery	Gasoline Station	Savings & Loan Co.
Barber Shop	Grocery Store	Security Patrol
Beauty Salon	Income Tax Service	Shoe Store
Burglar Alarm Co.	Jewelry Store	Termite & Pest Control
Clothing Store	Liquor Store	Trucking Company
Dog Kennel	Manufacturing	Wholesale Sales
Drive-In Dairy	Meat Market	T.V. Repair
Drug Store/Pharmacy	Misc. Services	

Filmmaking	$100.00 Each Day
Rentals-Apartments	$15.00 Each Unit
Rentals-Single Family Unit	$30.00 Each Unit
Rentals-Commercial	$50.00 + (95¢ per every $1,000 in rental income in excess of $25,000 annually)
Real Estate	$100.00 + $7.00 for Each Employee over 3
Real Estate-Home OCC	$50.00
Beer Tavern	*Per Seating Capacity, from:*
Cocktail Lounge	0-25 $ 50.00
Restaurant	26-100 $ 75.00
Drive-In/Take Out Food	101 & Over $150.00
Rest Homes/Convalescent	$50.00 + $5.00 for Each Bed
Rooming House	$10.00 Per Bed
Laundromat	$50.00 Per Year
Self-Serv. Car Wash	$50.00 Per Year
Solicitor per person	$100.00 Per Year or $15.00 Per Day
Solicitor per person-OCC	$ 50.00 Per Year or $15.00 Per Day
Solicitor per company	$300.00 (not to exceed 15 individual solicitors)
Home Occupations - All	$50.00 Per Year
Bingo Licenses	$50.00 Per Year
BUSINESS NOT SPECIFICALLY NAMED	$50.00 + $9.00 for each employee over 3

Warehouse, Distribution Storage	$100.00+(3¢ per sq ft of chargeable covered and enclosed space)
Motorized Vendor Vehicles	$145.00 per Vehicle (Sale of Goods on Public Right-of-Way or Private Property)
Retail/Wholesale Delivery Retail/Wholesale Delivery-Home OCC	$50.00 per Vehicle + $10.00 for Each Additional Vehicle
Hospital	$100.00 + $5.00 for Each Bed
Hotel Motel	$50.00 + $5.00 for Each Unit over three (3)
Trailer Park	
Newspaper-Daily Newspaper-Weekly	$100.00 Per Year
Junk Dealer Pawnshop	$50.00 + $7.00 for Each Employee over three (3)

Note: The business license fees remain unchanged from prior years.

NEWS RELEASE

BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR

For Release: Wednesday, June 10, 2020 20-1208-SAN

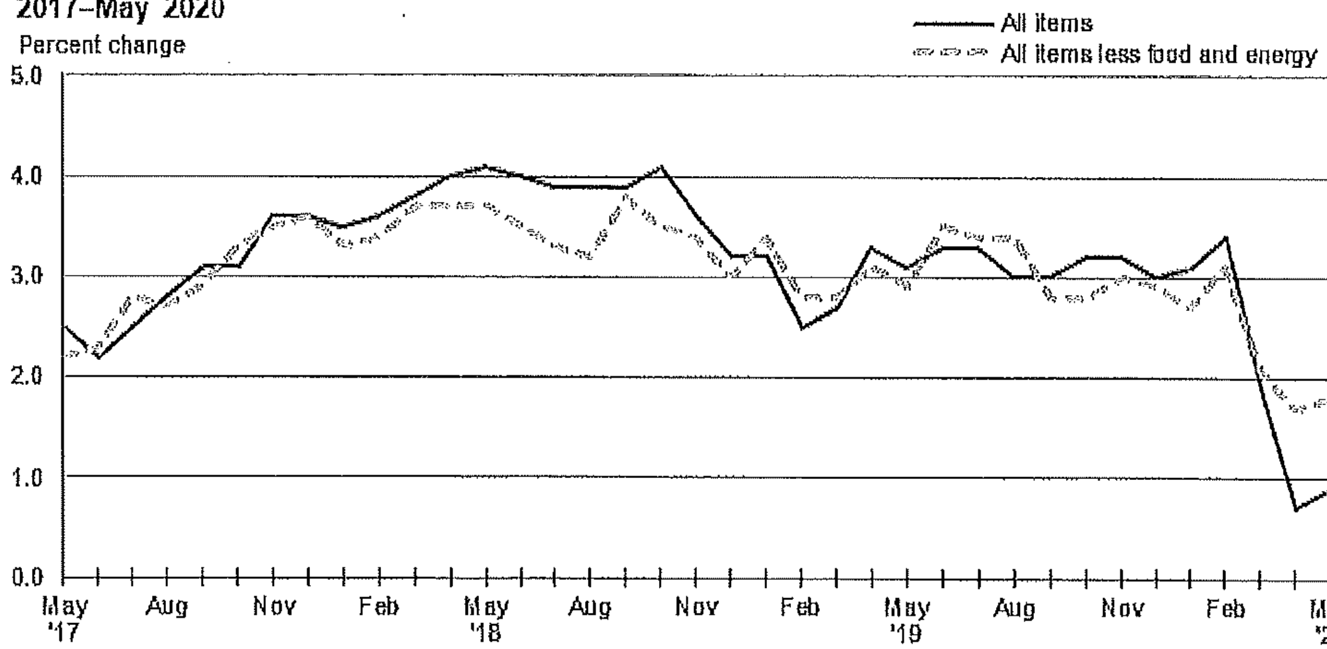
WESTERN INFORMATION OFFICE: San Francisco, Calif.
Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west
Media contact: (415) 625-2270

Consumer Price Index, Los Angeles area – May 2020
Area prices were up 0.4 percent over the past month, up 0.9 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.4 percent in May, the U.S. Bureau of Labor Statistics reported today. (See table A.) Assistant Commissioner for Regional Operations Richard Holden noted that the May increase was influenced by higher prices for food and medical care. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 0.9 percent. (See chart 1 and table A.) The index for all items less food and energy advanced 1.8 percent over the year. Food prices rose 4.5 percent. Energy prices fell 17.4 percent, largely the result of a decrease in the price of gasoline. (See table 1.)

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, May 2017–May 2020



Source: U.S. Bureau of Labor Statistics.

Food

Food prices increased 1.1 percent for the month of May. (See table 1.) Prices for food at home rose 2.0 percent, and prices for food away from home advanced 0.3 percent for the same period.

Over the year, food prices rose 4.5 percent. Prices for food away from home increased 4.9 percent since a year ago, and prices for food at home rose 4.2 percent.

Energy

The energy index increased 1.2 percent over the month. The increase was mainly due to higher prices for natural gas service (18.6 percent). Prices for electricity rose 3.8 percent, but prices for gasoline decreased 3.1 percent for the same period.

Energy prices fell 17.4 percent over the year, largely due to lower prices for gasoline (-30.5 percent). Prices paid for natural gas service increased 15.8 percent, and prices for electricity advanced 6.9 percent during the past year.

All items less food and energy

The index for all items less food and energy moved up 0.2 percent in May. Higher prices for medical care (2.3 percent) and shelter (0.2 percent) were partially offset by lower prices for new and used motor vehicles (-0.9 percent) and recreation (-0.7 percent).

Over the year, the index for all items less food and energy advanced 1.8 percent. Components contributing to the increase included medical care (5.6 percent) and shelter (3.5 percent). Partly offsetting the increases were price decreases in apparel (-5.0 percent) and household furnishings and operations (-1.5 percent).

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2016		2017		2018		2019		2020	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.7	3.1	0.9	2.1	0.8	3.5	0.7	3.2	0.8	3.1
February	0.0	2.4	0.6	2.7	0.7	3.6	0.1	2.5	0.3	3.4
March	0.3	1.7	0.3	2.7	0.4	3.8	0.6	2.7	-0.7	1.9
April	0.2	2.0	0.2	2.7	0.4	4.0	1.0	3.3	-0.3	0.7
May	0.5	1.4	0.3	2.5	0.4	4.1	0.2	3.1	0.4	0.9
June	0.1	1.8	-0.2	2.2	-0.2	4.0	0.0	3.3		
July	0.0	1.1	0.3	2.5	0.2	3.9	0.1	3.3		
August	0.0	1.4	0.3	2.8	0.2	3.9	0.0	3.0		
September	0.2	1.9	0.4	3.1	0.5	3.9	0.5	3.0		
October	0.4	2.2	0.4	3.1	0.5	4.1	0.7	3.2		
November	-0.4	1.8	0.1	3.6	-0.3	3.6	-0.3	3.2		
December	0.0	2.0	0.0	3.6	-0.3	3.2	-0.6	3.0		

The June 2020 Consumer Price Index for the Los Angeles area is scheduled to be released on July 14, 2020.

ITEM NO. 14

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Rose Tam, Director of Finance
Sam Gutierrez, Director of Public Works

DATE: July 15, 2020

SUBJECT: 5-Year Capital Improvement Project (CIP) Proposed Budget for Fiscal Year 2020-21 to 2024-25

SUMMARY

This report is to present to the City Council for its approval on the proposed Capital Improvement Projects (CIP) of the City of Baldwin Park from July 1, 2020 to June 30, 2025. The total proposed 5-year CIP budget is $20,141,670. At this time, staff is requesting to approve the funding for FY 2020-21 in the amount of $18,066,054 for community improvements and infrastructure.

	Adjustments to FY 2019-20 CIP Balances	Carryover Balances from FY 2019-20 Adopted	Additional / New Request & Adjustments for FY 2020-21	Total CIP Requested for FY 2020-21*	2021-22	2022-23	2023-24	2024-25	Total
Internal Service Funds	$ -	$ 20,000	$ -	**$ 20,000**	$ -	$ -	$ -	$ -	$ 20,000
Special Revenue Funds	(11,146,762)	14,971,482	3,074,572	**$ 18,046,054**	$ 1,138,616	15,000	15,000	-	19,214,670
Cooperative Agreements Contributions	-	233,808	(233,808)	**$ -**	$ -	-	-	-	-
Funding to be Determined	-	-	-	**$ -**	$ 907,000	-	-	-	907,000
Total	**$ (11,146,762)**	**$ 15,225,290**	**$ 2,840,764**	**$ 18,066,054**	**$ 2,045,616**	**$ 15,000**	**$ 15,000**	**$ -**	**$ 20,141,670**

**The total CIP appropriations requested for FY 2020-21 includes both funding of carryover balances for on-going or postponed projects from the previous fiscal year, as well as funding for new projects.*

The new proposed projects will be presented to the City Council during the Study Session on July 15, 2020. Please see attachments for details/list of the proposed CIP and adjustments to the Fiscal year 2019-20 operation budget.

RECOMMENDATION

Staff recommends that the City Council approve the 5-year CIP program for Fiscal Year 2020-21 and adjustments to the operations budget for Fiscal Year 2019-20.

FISCAL IMPACT

There is no General Funds used in the CIP therefore the General Fund (Fund No.100) appropriation for FY 2020-21 will not be impacted. Special Revenue and other funds will increase by $2,840,764. All other planned CIP from fiscal year 2021-22 to 2024-25 are presented for planning purposes only and shall be funded from expected revenues in future fiscal years.

BACKGROUND

The City's Capital Improvement Projects (CIP) is an important tool for the City to guide, plan, budget, and prioritize funds for infrastructure improvements. Infrastructure is defined as the City's roadways, sewer systems, storm drain systems, parks, buildings, and other City facilities. Each year, Staff evaluates the City's infrastructure needs and prepares a listing of projects that are projected a 5-year period as necessary to maintain and improve the City's delivery of quality services to its residents and the community.

During the preparation of the City's annual operating budget for the FY 2020-21, new proposed capital improvement projects were deferred. As best practice, the City's department heads discussed the City's capital improvement plans for the next 5 years bearing in mind the available fund balances of each fund after the approval of the City-wide operating budget.

ALTERNATIVES

The City Council can provide staff an alternative direction to fund or not fund specific projects.

LEGAL REVIEW

None required.

ATTACHMENTS

1. 5-Year CIP Summary
2. 5-Year CIP Funding Schedule by Fund
3. 5-Year CIP Funding Schedule by Department
4. Projected Fund Balance for Fiscal Years 2019-2020 and 2020-21
5. Additional Revenue Adjustments for Fiscal Years 2019-2020 and 2020-21
6. Additional Expenditure (Operation) Adjustments for Fiscal Year 2019-2020

City of Baldwin Park
Five-Year Capital Improvement Project Summary
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

Fund	Fund Description	Adjustments to FY 2019-20 CIP Balances	Carryover Projects / Balances from FY 2019-20 Adopted	Additional / New Request & Adjustments for FY 2020-21	Total CIP Requested for FY 2020-21*	2021-22	2022-23	2023-24	2024-25	Total
200	Future Development	$ (421,290)	$ 100,000	$ 321,290	**$ 421,290**	$ -	$ -	$ -	$ -	$ 421,290
205	Federal Asset Forfeiture	(79,000)	45,000	75,000	**$ 120,000**	$ -	-	-	-	120,000
206	State Asset Forfeiture	-	50,000	-	**$ 50,000**	$ -	-	-	-	50,000
208	Law Enforcement Development Impact	-	-	121,000	**$ 121,000**	$ -	-	-	-	121,000
209	AB74 Public Safety Enhancements	(75,220)	125,000	(64,000)	**$ 61,000**	$ -	-	-	-	61,000
231	Air Quality	(14,097)	114,097	-	**$ 114,097**	$ -	-	-	-	114,097
234	Park Fees (Quimby Fees)	(255,000)	1,192,000	961,558	**$ 2,153,558**	$ 55,000	-	-	-	2,208,558
235	General Plan Fees	-	48,000	43,421	**$ 91,421**	$ -	-	-	-	91,421
236	Public Art Fees	(503,018)	511,018	(8,000)	**$ 503,018**	$ -	-	-	-	503,018
240	Gas Tax	(22,221)	37,221	15,000	**$ 52,221**	$ 66,500	15,000	15,000	-	148,721
243	Bicycle and Pedestrian (TDA)	(41,829)	50,000	-	**$ 50,000**	$ -	-	-	-	50,000
244	Proposition A	(33,819)	26,725	7,095	**$ 33,820**	$ -	-	-	-	33,820
245	Proposition C	(782,235)	1,311,623	157,757	**$ 1,469,380**	$ 154,134	-	-	-	1,623,514
246	AB939 Integrated Waste Management	(22,771)	10,000	-	**$ 10,000**	$ -	-	-	-	10,000
249	Storm Drain NPDS	(14,000)	-	-	**$ -**	$ 150,000	-	-	-	150,000
251	Street Lighting and Landscape	(530,499)	447,660	183,000	**$ 630,660**	$ 140,000	-	-	-	770,660
254	Measure R	(601,342)	636,045	265,180	**$ 901,225**	$ 250,000	-	-	-	1,151,225
255	Measure M	(141,671)	2,306,729	359,471	**$ 2,666,200**	$ 200,000	-	-	-	2,866,200
256	SB1 Road Repair & Accountability	(1,109,341)	700,142	1,100,000	**$ 1,800,142**	$ -	-	-	-	1,800,142
257	Traffic Mitigation Fees	-	-	-	**$ -**	$ 122,982	-	-	-	122,982
258	Measure W	-	500,000	-	**$ 500,000**	$ -	-	-	-	500,000
270	Grants Fund	(6,476,110)	6,547,022	(260,000)	**$ 6,287,022**	$ -	-	-	-	6,287,022
271	Police Grants Fund	(13,300)	203,200	(203,200)	**$ -**	$ -	-	-	-	-
280	Cooperative Agreements Contributions	-	233,808	(233,808)	**$ -**	$ -	-	-	-	-
402	Fleet Services	-	20,000	-	**$ 20,000**	$ -	-	-	-	20,000
890	Low/Mod Income Housing	(10,000)	10,000	-	**$ 10,000**	$ -	-	-	-	10,000
	Funding to be Determined	-	-	-	**$ -**	$ 907,000	-	-	-	907,000
	Total	**$ (11,146,762)**	**$ 15,225,290**	**$ 2,840,764**	**$ 18,066,054**	**$ 2,045,616**	**$ 15,000**	**$ 15,000**	**$ -**	**$ 20,141,670**

**The total CIP appropriations requested for FY 2020-21 includes both funding of carryover balances for on-going or postponed projects from the previous fiscal year, as well as funding for new projects.*

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
100 - General Fund																
Public Works:																
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	100	General Fund	100-50-520-58100-15101	136,416	23,204	-	136,416		-	-	-				
Public Works Totals					136,416	23,204	-	136,416		-	-	-	-	-	-	-
100 - General Fund Totals					136,416	23,204	-	136,416		-	-	-	-	-	-	-
200 - Future Development																
Public Works:																
CIP20-115	Citywide Energy Efficiency Improvements	200	Future Development	200-50-520-58100-15755	421,290	-	(421,290)	-	CIP20-115	-	421,290	421,290				
CIP20-88	Upgrade Teen Center Marquee w/LED	200	Future Development	200-60-620-58100-16212	100,000	-	-	100,000		100,000	(100,000)	-				
Public Works Totals					521,290	-	(421,290)	100,000		100,000	321,290	421,290	-	-	-	-
200 - Future Development Totals					521,290	-	(421,290)	100,000		100,000	321,290	421,290	-	-	-	-
205 - Federal Asset Forfeiture																
Police:																
CIP20-10	Complete Radio System Replacement - Police and Public Works (Includes additional funding approved by Council 11-15-17)	205	Federal Asset Forfeiture	205-30-340-58110-13020	103,157	103,157	-	103,157	CIP20-10	-	-	-				
CIP20-175	Replace SWAT Bullet Proof Vests	205	Federal Asset Forfeiture	205-30-340-58110-13023	34,000	-	(34,000)	-		-	-	-				
CIP20-181	Purchase four (4) Police Dodge Charges and retrofit with necessary equipment	205	Federal Asset Forfeiture	205-30-340-58110-13024	-	-	-	-		-	-	-				
NEW	Lease five (5) Police vehicles including after-market retrofits	205	Federal Asset Forfeiture	205-30-340-58100-XXXXX	-	-	-	-	CIP21-189	-	75,000	75,000				
Police Totals					137,157	103,157	(34,000)	103,157		-	75,000	75,000	-	-	-	-
Recreation & Community Services:																
CIP20-69	Replace Flooring / Carpet Police Dept	205	Federal Asset Forfeiture	205-60-620-58100-16203	13,326	13,326	-	13,326		-	-	-				
CIP20-123	Police Department Upgrade Security Cameras with New System (FY2019-20) and Replace Ceiling Tiles with T-Bar and Lighting Fixtures (FY2020-21)	205	Federal Asset Forfeiture	205-60-620-58100-16219	45,000	-	(45,000)	-	CIP20-123	45,000	-	45,000				
Recreation & Community Services Totals					58,326	13,326	(45,000)	13,326		45,000	-	45,000	-	-	-	-
205 - Federal Asset Forfeiture Totals					195,483	116,483	(79,000)	116,483		45,000	75,000	120,000	-	-	-	-
206 - State Asset Forfeiture																
Police:																
CIP20-10	Complete Radio System Replacement - Police and Public Works (Includes additional funding approved by Council 11-15-17)	206	State Asset Forfeiture	206-30-340-58110-13020	200,000	200,000	-	200,000	CIP20-10	-	-	-				
Police Totals					200,000	200,000	-	200,000		-	-	-	-	-	-	-

ATTACHMENT 2

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
Recreation & Community Services:																
CIP20-153	City Hall Police Dept. Security Access Card Readers & Panel to Support 2 Card Readers (New evidence entry gate & rear door access to PD floor)	206	State Asset Forfeiture	206-60-620-58100-16189	-	-	-	-	CIP20-153	25,000	-	25,000				
CIP20-154	City Hall Police Dept. Ugrade Security Cameras (Jail and South Sally Port)	206	State Asset Forfeiture	206-60-620-58100-16190	-	-	-	-	CIP20-154	25,000	-	25,000				
Recreation & Community Services Totals					-	-	-	-		50,000	-	50,000	-	-	-	-
206 - State Asset Forfeiture Totals					200,000	200,000	-	200,000		50,000	-	50,000	-	-	-	-
208 - Law Enforcement Development Impact																
Police:																
NEW	Body and Vehicle Cameras	208	Law Enforcement Development Impact	208-30-XXX-58100-XXXXX	-	-	-	-	CIP21-186	-	100,000	100,000				
NEW	Replace UPS Battery Backup Unit	208	Law Enforcement Development Impact	208-30-XXX-58100-XXXXX	-	-	-	-	CIP21-187	-	21,000	21,000				
Police Totals					-	-	-	-		-	121,000	121,000	-	-	-	-
208 - Law Enforcement Development Impact Totals					-	-	-	-		-	121,000	121,000	-	-	-	-
209 - AB74 Public Safety Enhancement																
Police:																
CIP20-167	Radio Antenna for Jail / Basement	209	AB74 Public Safety Enhancements	209-30-370-58110-13022	61,020	61,449	-	61,020		-	-	-				
CIP20-170	Replace 25 Mobile Data Computers (MDC)	209	AB74 Public Safety Enhancements	209-30-340-58110-13021	65,000	-	(65,000)	-	CIP20-170	125,000	(85,000)	40,000				
CIP20-184	Spillman GIS Module Purchase	209	AB74 Public Safety Enhancements	209-30-310-58105-13025	67,800	57,580	(10,220)	57,580		-	-	-				
NEW	Internal Affairs - Use of force tracking and early warning detection software system	209	AB74 Public Safety Enhancements	209-30-XXX-58100-XXXXX	-	-	-	-	CIP21-188	-	21,000	21,000				
Police Totals					193,820	119,029	(75,220)	118,600		125,000	(64,000)	61,000	-	-	-	-
209 - AB74 Public Safety Enhancement Totals					193,820	119,029	(75,220)	118,600		125,000	(64,000)	61,000	-	-	-	-
231 - Air Quality Management																
Public Works:																
CIP20-21	Upgrades to City Yard Slow Fill CNG Stations	231	Air Quality Improvement	231-50-520-58100-15092	20,625	6,528	(14,097)	6,528	CIP20-21	114,097	-	114,097				
Public Works Totals					20,625	6,528	(14,097)	6,528		114,097	-	114,097	-	-	-	-
231 - Air Quality Management Totals					20,625	6,528	(14,097)	6,528		114,097	-	114,097	-	-	-	-
234 - Park Fees (Quimby Act)																
Public Works:																
CIP20-113	Walnut Creek Nature Park Improvements - Phase III	234	Park Fees (Quimby Fees)	234-50-520-58100-16185	49,994	49,994	-	49,994	CIP20-113	-	-	-				
CIP20-163	Morgan Park Parking Lot Improvements	234	Park Fees (Quimby Act)	234-50-520-58100-15086	-	-	-	-	CIP20-163	-	324,558	324,558				
Public Works Totals					49,994	49,994	-	49,994		-	324,558	324,558	-	-	-	-

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
Recreation & Community Services:																
CIP20-145	Dog Park	234	Park Fees (Quimby Act)	234-50-520-58100-15098	-	-	-	-		-	-	-				
CIP20-68	Replace Entrance Patio Roof Fam Serv Center	234	Park Fees (Quimby Fees)	234-60-620-58100-16202	-	-	-	-	CIP20-68	95,000	-	95,000				
CIP20-75	Replace Weightroom Equipment Community Ctr	234	Park Fees (Quimby Act)	234-60-620-58100-16206	15,000	1,061	(15,000)	-		-	-	-				
CIP20-82	Replace Roof at Community Center 4 ply hot mop application (w/complete removal)	234	Park Fees (Quimby Fees)	234-60-620-58100-16209	-	-	-	-	CIP20-82	820,000	-	820,000				
CIP20-86	Termite & Building Repairs Community Center	234	Park Fees (Quimby Fees)	234-60-620-58100-16210	50,000	-	(50,000)	-	CIP20-86	50,000	-	50,000				
CIP20-87	Termite & Building Repairs Senior Center	234	Park Fees (Quimby Fees)	234-60-620-58100-16211	22,000	-	(22,000)	-	CIP20-87	22,000	-	22,000				
CIP20-88	Upgrade Teen Center Marquee w/LED	234	Park Fees (Quimby Fees)	234-60-620-58100-16212	150,000	72,474	-	150,000		-	-	-				
CIP20-125	Hydration Stations at Morgan Park, Community Center, Teen Center and Barnes Park	234	Park Fees (Quimby Fees)	234-60-620-58100-16221	27,000	-	(27,000)	-	CIP20-125	27,000	-	27,000				
CIP20-151	Barnes Park Basketball Courts Resurfacing	234	Park Fees (Quimby Act)	234-60-620-58100-16188	28,000	-	(28,000)	-	CIP20-151	-	25,000	25,000				
CIP20-156	Community Center - Replace Carpet and Partitions at Front Counter and Admin Areas	234	Park Fees (Quimby Act)	234-60-620-58100-16191	49,828	49,176	-	49,828		-	-	-				
CIP20-157	Community Center Meeting Room 1 and 2 Partition Replacements	234	Park Fees (Quimby Act)	234-60-620-58100-16192	-	-	-	-	CIP20-157	65,000	225,000	290,000				
CIP20-161	Front Doors ADA Access at Community Center	234	Park Fees (Quimby Act)	234-60-620-58100-16193	25,000	-	(25,000)	-	CIP20-161	25,000	-	25,000				
CIP20-162	Maintenance Urethane Top Coat at Barnes Park Rubberized Playground	234	Park Fees (Quimby Act)	234-60-620-58100-16194	18,000	-	(18,000)	-		18,000	(18,000)	-				
CIP20-168	Repair and Paint Beams at Comm Ctr Gym	234	Park Fees (Quimby Act)	234-60-620-58100-16195	35,000	-	(35,000)	-	CIP20-168	35,000	-	35,000				
CIP20-171	Replace Banquet Chairs at Senior Center for Rentals	234	Park Fees (Quimby Act)	234-60-620-58110-16197	21,750	21,749	-	21,750		-	-	-				
CIP20-172	Replace Community Center Weight Room Precut Rubber Tile Flooring 1/2" Commercial Grade	234	Park Fees (Quimby Act)	234-60-620-58100-16198	35,000	-	(35,000)	-	CIP20-172	35,000	25,000	60,000				
CIP20-173	Replace Games Room Wall Carpet Comm Ctr	234	Park Fees (Quimby Act)	234-60-620-58100-16199	20,000	19,207	-	20,000		-	-	-				
CIP20-174	Replace Skylights at ARC and Teen Center	234	Park Fees (Quimby Act)	234-60-620-58100-16224	21,700	21,647	-	21,700		-	-	-				
CIP20-185	Replace Boiler at Senior Center	234	Park Fees (Quimby Act)	234-60-620-58110-16225	18,000	-	-	18,000		-	-	-				
NEW	Replace Flooring Lobby / Locker Rm Aquatic Ctr	234	Park Fees (Quimby Act)	234-60-620-58100-XXXXX	-	-	-	-	CIP21-192	-	65,000	65,000	55,000			
NEW	Replace Gym Sound Panels, Wall Carpet, Safety Pads and Paint	234	Park Fees (Quimby Act)	234-60-620-58100-XXXXX	-	-	-	-	CIP21-193	-	225,000	225,000				
NEW	Replace Games Room Area Sound Panels	234	Park Fees (Quimby Act)	234-60-620-58100-XXXXX	-	-	-	-	CIP21-194	-	55,000	55,000				
NEW	Maintenance Urethane Top Coat at Morgan Park Rubberized Playground	234	Park Fees (Quimby Act)	234-60-620-58100-XXXXX					CIP21-195		35,000	35,000				
Recreation & Community Services Totals					536,278	185,315	(255,000)	281,278		1,192,000	637,000	1,829,000	55,000	-	-	-
234 - Park Fees (Quimby Act) Totals					586,272	235,309	(255,000)	331,272		1,192,000	961,558	2,153,558	55,000	-	-	-
235 - General Plan Fees																
Community Development:																
CIP20-7	Permitting Software System (Planning / Building)	235	General Plan Fees	235-40-440-58105-00000	86,884	43,463	-	86,884	CIP20-7	48,000	43,421	91,421				
Community Development Totals					86,884	43,463	-	86,884		48,000	43,421	91,421	-	-	-	-

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
<u>Public Works:</u>																
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	235	General Plan Fees	235-50-520-58100-15101	2,133	-	-	2,133		-	-	-				
Public Works Totals					2,133	-	-	2,133		-	-	-	-	-	-	-
235 - General Plan Fees Totals					89,017	43,463	-	89,017		48,000	43,421	91,421	-	-	-	-
236 - Public Art Fees																
<u>Public Works:</u>																
CIP20-89	Install Digital Marquees (Locations & Design to be Determined)	236	Public Art Fees	236-50-520-58110-15725	529,509	26,491	(503,018)	26,491	CIP20-89	511,018	(8,000)	503,018				
Public Works Totals					529,509	26,491	(503,018)	26,491		511,018	(8,000)	503,018	-	-	-	-
236 - Public Art Fees Totals					529,509	26,491	(503,018)	26,491		511,018	(8,000)	503,018	-	-	-	-
240 - Gas Tax																
<u>Police:</u>																
CIP20-10	Complete Radio System Replacement - Police and Public Works (Includes additional funding approved by Council 11-15-17)	240	Gas Tax	240-50-520-58110-13020	22,221	22,221	(22,221)	-	CIP20-10	22,221	-	22,221				
Police Totals					22,221	22,221	(22,221)	-		22,221	-	22,221	-	-	-	-
<u>Public Works:</u>																
CIP20-12	2 Dump Trucks (Replacements / Lease) @ $15,000 per Year for 5 Years	240	Gas Tax	240-50-520-58140-15726	15,000	16,514	-	15,000	CIP20-12	15,000	-	15,000	15,000	15,000	15,000	-
CIP20-101	Graffiti Tracking System	240	Gas Tax	240-50-520-58100-15733	15,000	15,000	-	15,000	CIP20-101	-	15,000	15,000				
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	240	Gas Tax	240-50-520-58100-15101	10,000	10,000	-	10,000		-	-	-				
CIP20-126	Security Cameras for City Yard	240	Gas Tax	240-60-620-58100-16222	-	-	-	-		-	-	-				
FUTURE	Amco Brake Lathe for Cutting Drums and Rotors (Replacement)	240	Gas Tax	240-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	10,000			
FUTURE	Cabota Front Bucket/Sweeper Bobcat Attachment (Replacement)	240	Gas Tax	240-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	11,500			
FUTURE	Shelving Units (2) for Landscape & Street Divisions (Replacement)	240	Gas Tax	240-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	20,000			
FUTURE	Hose Reels, Dispenser and Oil Pumps (replace old)	240	Gas Tax	240-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	10,000			
Public Works Totals					40,000	41,514	-	40,000		15,000	15,000	30,000	66,500	15,000	15,000	-
240 - Gas Tax Totals					62,221	63,735	(22,221)	40,000		37,221	15,000	52,221	66,500	15,000	15,000	-

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
243 - Bicycle and Pedestrian Safety																
Public Works:																
CIP20-41	San Gabriel River Bikeway Trail - Pathway along Walnut Creek Wash	243	Bicycle and Pedestrian Safety (TDA)	243-50-520-58100-15538	35,199	(6,630)	(41,829)	(6,630)	CIP20-41	50,000	-	50,000				
Public Works Totals					35,199	(6,630)	(41,829)	(6,630)		50,000	-	50,000	-	-	-	-
243 - Bicycle and Pedestrian Safety Totals					35,199	(6,630)	(41,829)	(6,630)		50,000	-	50,000	-	-	-	-
244 - Proposition A																
Public Works:																
CIP20-20	CNG Station	244	Proposition A	244-50-520-58100-15507	21,787	10,468	(11,319)	10,468	CIP20-20	11,725	(405)	11,320				
CIP20-96	Commuter Connect Express - Trollies	244	Proposition C	244-50-520-58100-15508	10,595	10,595	-	10,595	CIP20-96	-	-	-				
CIP20-97	Complete Streets Construction - Maine Ave Phase II (Between Los Angeles St & South City Limit)	244	Proposition A	244-50-520-58100-15701	72,100	3,663	-	72,100	CIP20-97	-	-	-				
CIP20-113	Walnut Creek Nature Park Improvements - Phase III	244	Proposition A	244-50-520-58100-16185	13,712	13,712	-	13,712	CIP20-113	-	-	-				
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	244	Proposition A	244-50-520-58100-15101	5,973	5,973	-	5,973		-	-	-				
CIP20-165	Pavement Management Updates	244	Proposition A	244-50-520-58100-15088	30,000	-	(7,500)	22,500	CIP20-165	-	7,500	7,500				
CIP20-178	SB1 Puente Ave Rehabilitiation Project	244	Proposition A	244-50-520-58100-15099	42,454	42,454	-	42,454		-	-	-				
Public Works Totals					196,621	86,865	(18,819)	177,802		11,725	7,095	18,820	-	-	-	-
Recreation & Community Services:																
CIP20-169	Replace / Refurbish Signs at Transit Center	244	Proposition A	244-60-620-58100-16196	15,000	-	(15,000)	-	CIP20-169	15,000	-	15,000				
Recreation & Community Services Totals					15,000	-	(15,000)	-		15,000	-	15,000	-	-	-	-
244 - Proposition A Totals					211,621	86,865	(33,819)	177,802		26,725	7,095	33,820	-	-	-	-
245 - Proposition C																
Public Works:																
CIP20-20	CNG Station	245	Proposition C	245-50-520-58110-15507	335,006	259,757	(54,134)	280,872	CIP20-20	295,263	(39,743)	255,520	54,134			
CIP20-21	Upgrades to City Yard Slow Fill CNG Stations	245	Proposition c	245-50-520-58100-15092	20,000	-	(20,000)	-	CIP20-21	20,000	-	20,000				
CIP20-22	Complete Streets Construction - Maine Ave Phase IB (Between Los Angeles St & Arrow Hwy)	245	Proposition C	245-50-520-58100-15698	-	15,861	15,861	15,861		-	-	-				
CIP20-24	Downtown Improvements	245	Proposition C	245-50-520-58100-14120	-	-	-	-	CIP20-24	-	100,000	100,000				
CIP20-27	Frazier Ave - Pedestrian and Bicycle Improvements between I-10 Freeway and Foster Avenue	245	Proposition C	245-50-520-58100-15717	9,665	9,665	-	9,665		-	-	-				
CIP20-31	Maine / Pacific - Traffic Signal and Rail Crossing Safety Improvements at Pacific Ave and Bogart St	245	Proposition C	245-50-520-58100-15716	31,752	26,004	-	31,752	CIP20-31	-	-	-				
CIP20-37	FY19-20 Paving / Residential and Major Street Rehab	245	Proposition C	245-50-520-58100-15625	-	35,039	35,039	35,039	CIP20-37	-	90,000	90,000				

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
CIP20-41	San Gabriel River Bikeway Trail - Pathway along Walnut Creek Wash	245	Proposition C	245-50-520-58100-15538	485,774	3,972	(481,802)	3,972	CIP20-41	482,047	-	482,047				
CIP20-97	Complete Streets Construction - Maine Ave Phase II (Between Los Angeles St & South City Limit)	245	Proposition C	245-50-520-58100-15701	2,000	7,265	5,265	7,265	CIP20-97	239,348	-	239,348				
CIP20-129	San Gabriel River Bikeway Phase II - Greening	245	Proposition C	245-50-520-58100-15093	89,040	-	(89,040)	-	CIP20-129	89,040	-	89,040				
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	245	Proposition C	245-50-520-58100-15101	100,000	24,135	-	100,000		-	-	-				
CIP20-155	Citywide Traffic Speed Study	245	Proposition C	245-50-520-58100-15084	20,000	20,000	(20,000)	-	CIP20-155	20,000	-	20,000				
CIP20-160	First Mile / Last Mile	245	Proposition C	245-50-520-58100-15094	166,000	75	(165,925)	75	CIP20-160	165,925	-	165,925				
CIP20-165	Pavement Management Updates	245	Proposition C	245-50-520-58100-15088	30,000	-	(7,500)	22,500	CIP20-165	-	7,500	7,500				
FUTURE	Traffic Signal at Olive & Phelan	245	Proposition C	245-50-520-58100-15562	-	-	-	-	FUTURE	-	-	-	100,000			
Public Works Totals					1,289,237	401,773	(782,235)	507,002		1,311,623	157,757	1,469,380	154,134	-	-	-
245 - Proposition C Totals					1,289,237	401,773	(782,235)	507,002		1,311,623	157,757	1,469,380	154,134	-	-	-
246 - AB939 Integrated Waste Management																
Public Works:																
CIP20-97	Complete Streets Construction - Maine Ave Phase II (Between Los Angeles St & South City Limit)	246	AB939 Int Waste Management	246-50-520-58100-15701	24,100	-	(10,000)	14,100	CIP20-97	10,000	-	10,000				
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	246	AB939 Integrated Waste Management	246-50-520-58100-15101	2,844	-	-	2,844		-	-	-				
CIP20-158	Concrete Trash Cans (24) for Parks and Mechanic Shop (Replacement)	246	AB939 Integrated Waste Management	246-50-520-58110-15085	15,000	-	(12,771)	2,229		-	-	-				
CIP20-176	Replacement of Small Equipment for Mechanic Shop (Tire Balancer, Air Condtion Machine, Swamp Cooler)	246	AB939 Int Waste Management	246-50-520-58110-15089	15,000	-	-	15,000		-	-	-				
Public Works Totals					56,944	-	(22,771)	34,173		10,000	-	10,000	-	-	-	-
246 - AB939 Integrated Waste Management Totals					56,944	-	(22,771)	34,173		10,000	-	10,000	-	-	-	-
249 - Storm Drain NPDS																
Public Works:																
CIP20-179	Sewer Camera (In Lieu of Conractor/Rental)	249	Storm Drains NPDS	249-50-520-58110-15103	14,000	-	(14,000)	-		-	-	-				
FUTURE	Storm Drain Master Plan	249	Storm Drains NPDS	249-50-520-58100-15702	-	-	-	-	FUTURE	-	-	-	150,000			
Public Works Totals					14,000	-	(14,000)	-		-	-	-	150,000	-	-	-
249 - Storm Drain NPDS Totals					14,000	-	(14,000)	-		-	-	-	150,000	-	-	-

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
247 - Oil Recycling Grant																
Public Works:																
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	247	Oil Recycling Grant	247-50-520-58100-15101	356	-	-	356		-	-	-				
Public Works Totals					356	-	-	356		-	-	-	-	-	-	-
247 - Oil Recycling Grant Totals					356	-	-	356		-	-	-	-	-	-	-
251 - Street Lighting and Landscape																
Public Works:																
CIP20-24	Downtown Improvements	251	Street Lighting and Landscape	251-50-520-58100-14120	350,000	250,000	(100,000)	250,000	CIP20-24	100,000	100,000	200,000				
CIP20-97	Complete Streets Construction - Maine Ave Phase II (Between Los Angeles St & South City Limit)	251	Street Light & Landscape	251-50-520-58100-15701	146,700		(106,700)	40,000	CIP20-97	146,700	(40,000)	106,700				
CIP20-113	Walnut Creek Nature Park Improvements - Phase III	251	Street Lighting and Landscape	251-50-520-58100-16185	80,000	-	(80,000)	-		-	-	-				
CIP20-131	Median Landscaping Remove Turf and add Drought Resistant Plants and Trees - Phase II	251	Street Lighting and Landscape	251-50-520-58100-15095	75,000	3,055	(48,958)	26,042	CIP20-131	48,960	100,000	148,960				
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	251	Street Lighting and Landscape	251-50-520-58100-15101	1,991	1,991	-	1,991		-	-	-				
CIP20-163	Morgan Park Parking Lot Improvements	251	Street Lighting and Landscape	251-50-520-58100-15086	125,000	-	(125,000)	-	CIP20-163	125,000	-	125,000				
CIP20-164	Mowing Trailer (replace old)	251	Street Lighting and Landscape	251-50-520-58110-15087	7,000	-	(4,083)	2,917		7,000	(7,000)	-				
CIP20-177	Riding Mower (Replacement)	251	Street Lighting and Landscape	251-50-520-58110-15102	20,000	11,989	(8,011)	11,989	CIP20-177	20,000	(20,000)	-				
CIP20-178	SB1 Puente Ave Rehabilitiation Project	251	Street Lighting and Landscape	251-50-520-58100-15099	66,850	9,103	(57,747)	9,103		-	-	-				
NEW	Traffic Signal at Olive and Maine Avenue	251	Street Lighting and Landscape	251-50-520-58100-XXXXX	-	-	-	-	CIP21-191	-	50,000	50,000				
FUTURE	Backhoe (Replacement)	251	Street Lighting and Landscape	251-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	140,000			
Public Works Totals					872,541	276,138	(530,499)	342,042		447,660	183,000	630,660	140,000	-	-	-
251 - Street Lighting and Landscape Totals					872,541	276,138	(530,499)	342,042		447,660	183,000	630,660	140,000	-	-	-
252 - Parks Maintenance Assessment District																
Public Works:																
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	252	Parks Maintenance Assessment District	252-50-520-58100-15101	213	-	-	213		-	-	-				
Public Works Totals					213	-	-	213		-	-	-	-	-	-	-
252 - Parks Maintenance Assessment District Totals					213	-	-	213		-	-	-	-	-	-	-
254 - Measure R Local Return																
Public Works:																
CIP20-20	CNG Station	254	Measure R Local Return	254-50-520-58110-15507	34,820	34,703	(117)	34,703	CIP20-20	34,820	(34,820)	-				
CIP20-22	Complete Streets Construction - Maine Ave Phase IB (Between Los Angeles St & Arrow Hwy)	254	Measure R Local Return	254-50-520-58100-15698	100,000	26,250	-	100,000		-	-	-				
CIP20-24	Downtown Improvements	254	Measure R Local Return	254-50-520-58100-14120	579,311	88,071	(486,365)	92,946	CIP20-24	486,365	175,000	661,365				

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
CIP20-89	Install Digital Marquees (Locations & Design to be Determined)	254	Measure R Local Return	254-50-520-58110-15725	114,860	-	(114,860)	-	CIP20-89	114,860	-	114,860				
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	254	Measure R Local Return	254-50-520-58100-15101	10,950	10,950	-	10,950		-	-	-				
NEW	Traffic Signal at Olive and Maine Avenue	254	Meaure R	254-50-520-58100-XXXXX	-	-	-	-	CIP21-191	-	125,000	125,000				
FUTURE	Tower (Boom) Truck (Replacement / Lease)	254	Measure R	254-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	250,000			
Public Works Totals					839,941	159,974	(601,342)	238,599		636,045	265,180	901,225	250,000	-	-	-
254 - Measure R Local Return Totals					839,941	159,974	(601,342)	238,599		636,045	265,180	901,225	250,000	-	-	-
255 - Measure M																
Public Works:																
CIP20-20	CNG Station	255	Measure M	255-50-520-58110-15507	111,397	106,197	(5,200)	106,197	CIP20-20	111,397	(106,197)	5,200				
CIP20-22	Complete Streets Construction - Maine Ave Phase IB (Between Los Angeles St & Arrow Hwy)	255	Measure M	255-50-520-58100-15698	-	15,861	15,861	15,861		-	-	-				
CIP20-35	Metrolink Quiet Zones - Design and Construction matching funds	255	Measure M Bond Proceeds	255-50-520-58100-15550	15,500	-	-	15,500	CIP20-35	1,910,500	(15,500)	1,895,000				
CIP20-37	FY19-20 Paving / Residential and Major Street Rehab	255	Measure M	255-50-520-58100-15082	120,000	53,668	(66,332)	53,668	CIP20-37	66,332	(66,332)	-				
		255	Measure M	255-50-520-58100-15625	88,924	88,924	-	88,924	CIP20-37	-	-	-				
CIP20-97	Complete Streets Construction - Maine Ave Phase II (Between Los Angeles St & South City Limit)	255	Measure M	255-50-520-58100-15701	52,500	18,207	-	52,500	CIP20-97	52,500	(52,500)	-				
CIP20-113	Walnut Creek Nature Park Improvements - Phase III	255	Measure M	255-50-520-58100-16185	-	80,000	80,000	80,000		-	-	-				
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	255	Measure M	255-50-520-58100-15101	50,000	50,000	-	50,000		-	-	-				
CIP20-160	First Mile / Last Mile	255	Measure M	255-50-520-58100-15094	166,000	-	(166,000)	-	CIP20-160	166,000	-	166,000				
NEW	Drainage Improvements at Foster Avenue Pedestrian Rail Crossing	255	Measure M Bond Proceeds	255-50-520-58100-XXXXX	-	-	-	-	CIP21-190	-	600,000	600,000				
FUTURE	Traffic Signal at Olive & Phelan	255	Measure M	255-50-520-58100-15562	-	-	-	-	FUTURE	-	-	-	200,000			
Public Works Totals					604,321	412,858	(141,671)	462,650		2,306,729	359,471	2,666,200	200,000	-	-	-
Recreation & Community Services:																
CIP20-107	Security Cameras, Fitness Shade & 1/4 Mile Markers at Morgan Park	255	Measure M	255-60-620-58100-16217	-	12,450	-	-		-	-	-				
Recreation & Community Services Totals					-	12,450	-	-		-	-	-	-	-	-	-
255 - Measure M Totals					604,321	425,308	(141,671)	462,650		2,306,729	359,471	2,666,200	200,000	-	-	-
256 - SB1 Road Repair & Accountability																
Public Works:																
CIP20-22	Complete Streets Construction - Maine Ave Phase IB (Between Los Angeles St & Arrow Hwy)	256	SB1 Road Repair & Accountability	256-50-520-58100-15698	750,000	208,291	(270,000)	480,000		-	-	-				
CIP20-24	Downtown Improvements	256	SB1 Road Repair & Accountability	256-50-520-58100-14120	-	-	-	-	CIP20-24	-	550,000	550,000				

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
CIP20-97	Complete Streets Construction - Maine Ave Phase II (Between Los Angeles St & South City Limit)	256	SB1 Road Repair & Accountability	256-50-520-58100-15701	451,574	48,229	(381,422)	70,152	CIP20-97	381,422	-	381,422				
CIP20-128	City Entrance Signs	256	SB1 Road Repair & Accountability	256-50-520-58100-15076	347,654	28,934	(318,720)	28,934	CIP20-128	318,720	-	318,720				
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	256	SB1 Road Repair & Accountability	256-50-520-58100-15101	3,128	1,000	-	3,128		-	-	-				
CIP20-178	SB1 Puente Ave Rehabilitiation Project	256	SB1 Road Repair & Accountability	256-50-520-58100-15099	1,269,643	1,090,477	(169,199)	1,100,444		-	-	-				
		256	SB1 Road Repair & Accountability	256-50-520-58100-15081	-	30,000	30,000	30,000		-	-	-				
NEW	Drainage Improvements at Foster Avenue Pedestrian Rail Crossing	256	SB1 Road Repair & Accountability	256-50-520-58100-XXXXX	-	-	-	-	CIP21-190	-	200,000	200,000				
NEW	Traffic Signal at Olive and Maine Avenue	256	SB1 Road Repair & Accountability	256-50-520-58100-XXXXX	-	-	-	-	CIP21-191	-	350,000	350,000				
Public Works Totals					2,821,999	1,406,931	(1,109,341)	1,712,658		700,142	1,100,000	1,800,142	-	-	-	-
256 - SB1 Road Repair & Accountability Totals					2,821,999	1,406,931	(1,109,341)	1,712,658		700,142	1,100,000	1,800,142	-	-	-	-
257 - Traffic Mitigation Fees																
Public Works:																
FUTURE	Traffic Signal at Olive & Phelan	257	Traffic Mitigation Fees	257-50-520-58100-15562	-	652	-	-	FUTURE	-	-	-	122,982			
Public Works Totals					-	652	-	-		-	-	-	122,982	-	-	-
257 - Traffic Mitigation Fees Totals					-	652	-	-		-	-	-	122,982	-	-	-
258 - Measure W																
Public Works:																
CIP20-97	Complete Streets Construction - Maine Ave Phase II (Between Los Angeles St & South City Limit)	258	Measure W	258-50-520-58100-15701	-	-	-	-	CIP20-97	500,000	-	500,000				
Public Works Totals					-	-	-	-		500,000	-	500,000	-	-	-	-
258 - Measure W Totals					-	-	-	-		500,000	-	500,000	-	-	-	-
270 - Grants Fund																
Public Works:																
CIP20-21	Upgrades to City Yard Slow Fill CNG Stations	270	Grants Fund (MSRC Grant)	270-50-520-58100-15092	73,845	284	(73,561)	284	CIP20-21	73,561	-	73,561				
CIP20-22	Complete Streets Construction - Maine Ave Phase IB (Between Los Angeles St & Arrow Hwy)	270	Grants Fund (STPL $500k & SRTS $850k)	270-50-520-58100-15698	1,350,000	434,582	(190,000)	1,160,000		-	-	-				
CIP20-31	Maine / Pacific - Traffic Signal and Rail Crossing Safety Improvements at Pacific Ave and Bogart St	270	Grants Fund (Highway Safety Imprvmt Prg)	270-50-520-58100-15716	279,992	-	(279,992)	-	CIP20-31	279,992	-	279,992				
CIP20-37	FY19-20 Paving / Residential and Major Street Rehab	270	Grants Fund (STPL)	270-50-520-58100-15082	850,000	-	(850,000)	-	CIP20-37	850,000	(100,000)	750,000				
CIP20-41	San Gabriel River Bikeway Trail - Pathway along Walnut Creek Wash	270	Grants Fund (MTA)	270-50-520-58100-15538	383,745	-	(383,745)	-	CIP20-41	383,745	-	383,745				
CIP20-96	Commuter Connect Express - Trollies	270	Grants Fund	270-50-520-58100-15508	-	19,630	19,630	19,630		-	-	-				

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
CIP20-97	Complete Streets Construction - Maine Ave Phase II (Between Los Angeles St & South City Limit)	270	Grants Fund (ATP Cycle 3)	270-50-520-58100-15701	1,068,000	456	(968,000)	100,000	CIP20-97	1,068,000	(100,000)	968,000				
CIP20-113	Walnut Creek Nature Park Improvements - Phase III	270	Grants Fund (CNRA)	270-50-520-58100-16185	375,461		(375,461)	-		-	-	-				
		270	Grants Fund (CNRA)	270-60-620-58100-16185	8,866	383,283	374,417	383,283		-	-	-				
		270	Grants Fund (LA Parks Grant)	270-50-520-58100-16186	-	22,326	22,326	22,326		-	-	-				
CIP20-152	Bus Shelter Phase III	270	Grants Fund (Foothill Transit)	270-50-520-58100-15083	40,000	-	(40,000)	-	CIP20-152		40,000	40,000				
CIP20-160	First Mile / Last Mile	270	Grants Fund (Council of Governments)	270-50-520-58100-15094	1,304,000	25,275	(1,278,725)	25,275	CIP20-160	1,278,726	-	1,278,726				
CIP20-182	Big Dalton Wash Greenway	270	Grants Fund (Prop 68)	270-50-520-58100-15104	2,552,998	184	(2,452,998)	100,000	CIP20-182	2,552,998	(100,000)	2,452,998				
CIP20-62	Replace Playground Area Flooring Morgan Pk	270	Grants Fund (Assemblywoman Rubio Fnd)	270-60-620-58100-16201	13,610	13,610	-	13,610		-	-	-				
Public Works Totals					8,300,517	899,629	(6,476,110)	1,824,407		6,487,022	(260,000)	6,227,022	-	-	-	-
Recreation & Community Services:																
CIP20-92	Cameras & Fitness Zone Clusters at Walnut Creek Nature Park	270	Grants Fund (Hsng Related Parks Program)	270-60-620-58100-16213	79,169	78,169	-	79,169		-	-	-				
CIP20-105	Replace Public Announcement (P/A) System for City Council Chambers	270	Grants Fund (PEG Grant)	270-60-620-58110-16216	-	-	-	-	CIP20-105	60,000	-	60,000				
Recreation & Community Services Totals					79,169	78,169	-	79,169		60,000	-	60,000	-	-	-	-
270 - Grants Fund Totals					8,379,686	977,798	(6,476,110)	1,903,576		6,547,022	(260,000)	6,287,022	-	-	-	-
271 - Police Grants Fund																
Police:																
CIP20-10	Complete Radio System Replacement - Police and Public Works (Includes additional funding approved by Council 11-15-17)	271	Police Grants Fund (Traffic Safety)	271-30-350-58110-13020	150,000	23,790	-	150,000	CIP20-10	150,000	(150,000)	-				
CIP20-166	Purchase four (4) Used BMW Police Motorcycles from City of El Monte	271	Police Grants Fund (Traffic Safety)	271-30-350-58110-17233	53,200	39,900	(13,300)	39,900	CIP20-166	53,200	(53,200)	-				
Police Totals					203,200	63,690	(13,300)	189,900		203,200	(203,200)	-	-	-	-	-
271 - Police Grants Fund Totals					203,200	63,690	(13,300)	189,900		203,200	(203,200)	-	-	-	-	-
280 - Cooperative Agreements Contributions																
Public Works:																
CIP20-20	CNG Station	280	Cooperative Agreements Contributions	280-50-520-58110-15507	233,808	75,074	-	233,808	CIP20-20	233,808	(233,808)	-				
Public Works Totals					233,808	75,074	-	233,808		233,808	(233,808)	-	-	-	-	-
280 - Cooperative Agreements Contributions Totals					233,808	75,074	-	233,808		233,808	(233,808)	-	-	-	-	-
401 - Information and Support Services																
Administration:																
CIP20-3	New Phone System - Citywide	401	Information and Support Services	401-10-140-58110-11507	30,000	13,354	-	30,000		-	-	-				
CIP20-4	Re-Wire Network Cable	401	Information and Support Services	401-10-140-58110-11508	15,000	15,000	-	15,000		-	-	-				
Administration Totals					45,000	28,354	-	45,000		-	-	-	-	-	-	-

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
Public Works:																
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	401	Information and Support Services	401-50-520-58100-15101	498	-	-	498		-	-	-				
Public Works Totals					498	-	-	498		-	-	-	-	-	-	-
401 - Information and Support Services Totals					45,498	28,354	-	45,498		-	-	-	-	-	-	-
402 - Fleet Services																
Public Works:																
CIP20-183	After-Market Utility Upgrades for Newly Leased CNG Vehicles	402	Fleet Services	402-50-590-58110-00000	44,175	(30,000)	-	44,175	CIP20-183	20,000	-	20,000				
		402	Fleet Services	402-50-591-58110-00000	-	(16,092)	-	-								
Public Works Totals					44,175	(46,092)	-	44,175		20,000	-	20,000	-	-	-	-
402 - Fleet Services Totals					44,175	(46,092)	-	44,175		20,000	-	20,000	-	-	-	-
403 - Internal Insurance																
Public Works:																
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	403	Internal Insurance	403-50-520-58100-15101	498	4,786	-	498		-	-	-				
Public Works Totals					498	4,786	-	498		-	-	-	-	-	-	-
403 - Internal Insurance Totals					498	4,786	-	498		-	-	-	-	-	-	-
890 - Low/Mod Housing																
Administration:																
CIP20-180	Upgrade Laserfiche and Housing Server 2008	890	Low / Mod Income Housing	890-10-140-58110-11509	10,000	10,000	(10,000)	-	CIP20-180	10,000	-	10,000				
Administration Totals					10,000	10,000	(10,000)	-		10,000	-	10,000	-	-	-	-
Public Works:																
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	890	Low/Mod Income Housing	890-50-520-58100-15101	85,000	68,283	-	85,000		-	-	-				
Public Works Totals					85,000	68,283	-	85,000		-	-	-	-	-	-	-
890 - Low/Mod Housing Totals					95,000	78,283	(10,000)	85,000		10,000	-	10,000	-	-	-	-
AAA - Funding to be Determined																
Administration:																
CIP20-159	Email Archiver	AAA	Funding to be Determined (Pending AB1184 November 2019)	To be determined	-	-	-	-		-	-	-				
Administration Totals					-	-	-	-		-	-	-	-	-	-	-
Public Works:																
FUTURE	Automobile Air Conditioning Recycling System for Newer Vehicles (to meet demand of in house a/c repairs after expired warranties)	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	5,000			
FUTURE	Station Pressure Washer (replace old)	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	8,000			

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Fund
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
Public Works Totals					-	-	-	-		-	-	-	13,000	-	-	-
Recreation & Community Services:																
FUTURE	Breezeway Flooring and Ceiling at City Hall 1st and 2nd Floors	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	225,000			
FUTURE	Remodel Restrooms at Yard	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	25,000			
FUTURE	Replace Alarm System at City Hall	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	175,000			
FUTURE	Replace Carpet w/Flooring at Yard	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	20,000			
FUTURE	City Hall Council Chamber Furniture, T-bar, Lighting and Cabinetry	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	240,000			
FUTURE	Reupholster Public Seating Area of Chambers	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	50,000			
FUTURE	Surveillance System for City Hall	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	80,000			
FUTURE	Surveillance System for Community Center	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	65,000			
FUTURE	City Hall 3rd Floor HR Counter Enclosure w/Key Pad Entry Code	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	14,000			
Recreation & Community Services Totals					-	-	-	-		-	-	-	894,000	-	-	-
AAA - Funding to be Determined Totals					-	-	-	-		-	-	-	907,000	-	-	-
	Grand Totals				$ 18,282,890	$ 4,767,145	$ (11,146,762)	$ 7,136,128		$ 15,225,290	$ 2,840,764	$ 18,066,054	$ 2,045,616	$ 15,000	$ 15,000	$ -

*CIP Project Numbers for Council Presentation do not reflect General Ledger Project Numbers. See last segment of General Ledger Account number for General Ledger Project Numbers.

ATTACHMENT 2 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Department
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
Administration:									Administration:							
CIP20-3	New Phone System - Citywide	401	Information and Support Services	401-10-140-58110-11507	30,000	13,354	-	30,000		-	-	-				
CIP20-4	Re-Wire Network Cable	401	Information and Support Services	401-10-140-58110-11508	15,000	15,000	-	15,000		-	-	-				
CIP20-159	Email Archiver	AAA	Funding to be Determined (Pending AB1184 November 2019)	To be determined	-	-	-	-		-	-	-				
CIP20-180	Upgrade Laserfiche and Housing Server 2008	890	Low / Mod Income Housing	890-10-140-58110-11509	10,000	10,000	(10,000)	-	CIP20-180	10,000	-	10,000				
	Administration Totals				$ 55,000	$ 38,354	$ (10,000)	$ 45,000		$ 10,000	$ -	$ 10,000	$ -	$ -		$ -
Community Development:									Community Development:							
CIP20-7	Permitting Software System (Planning / Building)	235	General Plan Fees	235-40-440-58105-00000	86,884	43,463	-	86,884	CIP20-7	48,000	43,421	91,421				
							-									
	Community Development Totals				$ 86,884	$ 43,463	$ -	$ 86,884		$ 48,000	$ 43,421	$ 91,421	$ -	$ -		$ -
Police:									Police:							
CIP20-10	Complete Radio System Replacement - Police and Public Works (Includes additional funding approved by Council 11-15-17)	205	Federal Asset Forfeiture	205-30-340-58110-13020	103,157	103,157	-	103,157	CIP20-10	-	-	-				
		206	State Asset Forfeiture	206-30-340-58110-13020	200,000	200,000	-	200,000		-	-	-				
		240	Gas Tax	240-50-520-58110-13020	22,221	22,221	(22,221)	-		22,221	-	22,221				
		271	Police Grants Fund (Traffic Safety)	271-30-350-58110-13020	150,000	23,790	-	150,000		150,000	(150,000)	-				
								453,157		Total:		22,221				
CIP20-166	Purchase four (4) Used BMW Police Motorcycles from City of El Monte	271	Police Grants Fund (Traffic Safety)	271-30-350-58110-17233	53,200	39,900	(13,300)	39,900	CIP20-166	53,200	(53,200)	-				
CIP20-167	Radio Antenna for Jail / Basement	209	AB74 Public Safety Enhancements	209-30-370-58110-13022	61,020	61,449	-	61,020		-	-	-				
CIP20-170	Replace 25 Mobile Data Computers (MDC)	209	AB74 Public Safety Enhancements	209-30-340-58110-13021	65,000	-	(65,000)	-	CIP20-170	125,000	(85,000)	40,000				
CIP20-175	Replace SWAT Bullet Proof Vests	205	Federal Asset Forfeiture	205-30-340-58110-13023	34,000	-	(34,000)	-		-	-	-				
CIP20-181	Purchase four (4) Police Dodge Charges and retrofit with necessary equipment	205	Federal Asset Forfeiture	205-30-340-58110-13024	-	-	-	-		-	-	-				
CIP20-184	Spillman GIS Module Purchase	209	AB74 Public Safety Enhancements	209-30-310-58105-13025	67,800	57,580	(10,220)	57,580		-	-	-				

ATTACHMENT 3

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Department
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
NEW	Body and Vehicle Cameras	208	Law Enforcement Development Impact	208-30-XXX-58100-XXXXX	-	-	-	-	CIP21-186	-	100,000	100,000				
NEW	Replace UPS Battery Backup Unit	208	Law Enforcement Development Impact	208-30-XXX-58100-XXXXX	-	-	-	-	CIP21-187	-	21,000	21,000				
NEW	Internal Affairs - Use of force tracking and early warning detection software system	209	AB74 Public Safety Enhancements	209-30-XXX-58100-XXXXX	-	-	-	-	CIP21-188	-	21,000	21,000				
NEW	Lease five (5) Police vehicles including after-market retrofits	205	Federal Asset Forfeiture	205-30-340-58100-XXXXX	-	-	-	-	CIP21-189	-	75,000	75,000				
	Police Totals				$ 756,398	$ 508,097	$ (144,741)	$ 611,657		$ 350,421	$ (71,200)	$ 279,221	$ -	$ -	$ -	$ -

Public Works:									Public Works:							
CIP20-12	2 Dump Trucks (Replacements / Lease) @ $15,000 per Year for 5 Years	240	Gas Tax	240-50-520-58140-15726	15,000	16,514	-	15,000	CIP20-12	15,000	-	15,000	15,000	15,000	15,000	-
		244	Proposition A	244-50-520-58100-15507	21,787	10,468	(11,319)	10,468		11,725	(405)	11,320				
		245	Proposition C	245-50-520-58110-15507	335,006	259,757	(54,134)	280,872		295,263	(39,743)	255,520	54,134			
CIP20-20	CNG Station	254	Measure R Local Return	254-50-520-58110-15507	34,820	34,703	(117)	34,703	CIP20-20	34,820	(34,820)	-				
		255	Measure M	255-50-520-58110-15507	111,397	106,197	(5,200)	106,197		111,397	(106,197)	5,200				
		280	Cooperative Agreements Contributions	280-50-520-58110-15507	233,808	75,074	-	233,808		233,808	(233,808)	-				
								666,048		Total:		272,040				
		231	Air Quality Improvement	231-50-520-58100-15092	20,625	6,528	(14,097)	6,528		114,097	-	114,097				
CIP20-21	Upgrades to City Yard Slow Fill CNG Stations	245	Proposition c	245-50-520-58100-15092	20,000	-	(20,000)	-	CIP20-21	20,000	-	20,000				
		270	Grants Fund (MSRC Grant)	270-50-520-58100-15092	73,845	284	(73,561)	284		73,561	-	73,561				
								6,812		Total:		207,658				
		245	Proposition C	245-50-520-58100-15698	-	15,861	15,861	15,861		-	-	-				
		254	Measure R Local Return	254-50-520-58100-15698	100,000	26,250	-	100,000								
CIP20-22	Complete Streets Construction - Maine Ave Phase IB (Between Los Angeles St & Arrow Hwy)	255	Measure M	255-50-520-58100-15698	-	15,861	15,861	15,861								
		256	SB1 Road Repair & Accountability	256-50-520-58100-15698	750,000	208,291	(270,000)	480,000		-	-	-				
		270	Grants Fund (STPL $500k & SRTS $850k)	270-50-520-58100-15698	1,350,000	434,582	(190,000)	1,160,000		-	-	-				
								1,771,722		Total:		-				

ATTACHMENT 3 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Department
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

CIP # / Dept	Project / Item Description	Funding Sources: Fund	Funding Sources: Description	General Ledger Expenditure Account	Fiscal Year 2019-2020: FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	Fiscal Year 2020-2021: CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	Future Funding Schedule: FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
CIP20-24	Downtown Improvements	245	Proposition C	245-50-520-58100-14120	-	-	-	-	CIP20-24	-	100,000	100,000				
		251	Street Lighting and Landscape	251-50-520-58100-14120	350,000	250,000	(100,000)	250,000		100,000	100,000	200,000				
		254	Measure R Local Return	254-50-520-58100-14120	579,311	88,071	(486,365)	92,946		486,365	175,000	661,365				
		256	SB1 Road Repair & Accountability	256-50-520-58100-14120	-	-	-	-		-	550,000	550,000				
								342,946		Total:		1,511,365				
CIP20-27	Frazier Ave - Pedestrian and Bicycle Improvements between I-10 Freeway and Foster Avenue	245	Proposition C	245-50-520-58100-15717	9,665	9,665	-	9,665		-	-	-				
CIP20-31	Maine / Pacific - Traffic Signal and Rail Crossing Safety Improvements at Pacific Ave and Bogart St	245	Proposition C	245-50-520-58100-15716	31,752	26,004	-	31,752	CIP20-31	-	-	-				
		270	Grants Fund (Highway Safety Imprvmt Prg)	270-50-520-58100-15716	279,992	-	(279,992)	-		279,992	-	279,992				
								31,752		Total:		279,992				
CIP20-35	Metrolink Quiet Zones - Design and Construction matching funds	255	Measure M Bond Proceeds	255-50-520-58100-15550	15,500	-	-	15,500	CIP20-35	1,910,500	(15,500)	1,895,000				
CIP20-37	FY19-20 Paving / Residential and Major Street Rehab	245	Proposition C	245-50-520-58100-15625	-	35,039	35,039	35,039	CIP20-37	-	90,000	90,000				
		255	Measure M	255-50-520-58100-15082	120,000	53,668	(66,332)	53,668		66,332	(66,332)	-				
		255	Measure M	255-50-520-58100-15625	88,924	88,924	-	88,924		-	-	-				
		270	Grants Fund (STPL)	270-50-520-58100-15082	850,000	-	(850,000)	-		850,000	(100,000)	750,000				
								177,632		Total:		840,000				
CIP20-41	San Gabriel River Bikeway Trail - Pathway along Walnut Creek Wash	243	Bicycle and Pedestrian Safety (TDA)	243-50-520-58100-15538	35,199	(6,630)	(41,829)	(6,630)	CIP20-41	50,000	-	50,000				
		245	Proposition C	245-50-520-58100-15538	485,774	3,972	(481,802)	3,972		482,047	-	482,047				
		270	Grants Fund (MTA)	270-50-520-58100-15538	383,745	-	(383,745)	-		383,745	-	383,745				
								(2,657)		Total:		915,792				
CIP20-89	Install Digital Marquees (Locations & Design to be Determined)	236	Public Art Fees	236-50-520-58110-15725	529,509	26,491	(503,018)	26,491	CIP20-89	511,018	(8,000)	503,018				
		254	Measure R Local Return	254-50-520-58110-15725	114,860	-	(114,860)	-		114,860	-	114,860				
								26,491		Total:		617,878				
CIP20-96	Commuter Connect Express - Trollies	244	Proposition C	244-50-520-58100-15508	10,595	10,595	-	10,595		-	-	-				
		270	Grants Fund	270-50-520-58100-15508	-	19,630	19,630	19,630		-	-	-				
								30,225		Total:		-				

ATTACHMENT 3 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Department
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
CIP20-97	Complete Streets Construction - Maine Ave Phase II (Between Los Angeles St & South City Limit)	244	Proposition A	244-50-520-58100-15701	72,100	3,663	-	72,100	CIP20-97	-	-	-				
		245	Proposition C	245-50-520-58100-15701	2,000	7,265	5,265	7,265		239,348	-	239,348				
		246	AB939 Int Waste Management	246-50-520-58100-15701	24,100	-	(10,000)	14,100		10,000	-	10,000				
		251	Street Light & Landscape	251-50-520-58100-15701	146,700		(106,700)	40,000		146,700	(40,000)	106,700				
		255	Measure M	255-50-520-58100-15701	52,500	18,207	-	52,500		52,500	(52,500)	-				
		256	SB1 Road Repair & Accountability	256-50-520-58100-15701	451,574	48,229	(381,422)	70,152		381,422	-	381,422				
		258	Measure W	258-50-520-58100-15701	-	-	-	-		500,000	-	500,000				
		270	Grants Fund (ATP Cycle 3)	270-50-520-58100-15701	1,068,000	456	(968,000)	100,000		1,068,000	(100,000)	968,000				
								356,117		Total:		2,205,470				
CIP20-101	Graffiti Tracking System	240	Gas Tax	240-50-520-58100-15733	15,000	15,000	-	15,000	CIP20-101	-	15,000	15,000				
CIP20-113	Walnut Creek Nature Park Improvements - Phase III	234	Park Fees (Quimby Fees)	234-50-520-58100-16185	49,994	49,994	-	49,994		-	-	-				
		244	Proposition A	244-50-520-58100-16185	13,712	13,712	-	13,712		-	-	-				
		251	Street Lighting and Landscape	251-50-520-58100-16185	80,000	-	(80,000)	-		-	-	-				
		255	Measure M	255-50-520-58100-16185	-	80,000	80,000	80,000		-	-	-				
		270	Grants Fund (CNRA)	270-50-520-58100-16185	375,461		(375,461)	-		-	-	-				
		270	Grants Fund (CNRA)	270-60-620-58100-16185	8,866	383,283	374,417	383,283		-	-	-				
		270	Grants Fund (LA Parks Grant)	270-50-520-58100-16186	-	22,326	22,326	22,326		-	-	-				
								549,315		Total:		-				
CIP20-115	Citywide Energy Efficiency Improvements	200	Future Development	200-50-520-58100-15755	421,290	-	(421,290)	-	CIP20-115	-	421,290	421,290				
CIP20-128	City Entrance Signs	256	SB1 Road Repair & Accountability	256-50-520-58100-15076	347,654	28,934	(318,720)	28,934	CIP20-128	318,720	-	318,720				
CIP20-129	San Gabriel River Bikeway Phase II - Greening	245	Proposition C	245-50-520-58100-15093	89,040	-	(89,040)	-	CIP20-129	89,040	-	89,040				
CIP20-131	Median Landscaping Remove Turf and add Drought Resistant Plants and Trees - Phase II	251	Street Lighting and Landscape	251-50-520-58100-15095	75,000	3,055	(48,958)	26,042	CIP20-131	48,960	100,000	148,960				
CIP20-145	Dog Park	234	Park Fees (Quimby Act)	234-50-520-58100-15098	-	-	-	-		-	-	-				

ATTACHMENT 3 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Department
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

CIP # / Dept	Project / Item Description	Funding Sources: Fund	Funding Sources: Description	General Ledger Expenditure Account	Fiscal Year 2019-2020: FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	Fiscal Year 2020-2021: CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	Future Funding Schedule: FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
CIP20-150	2nd Floor Remodeling Project (Flooring / Carpet, Lobby, Counter, Cubicles)	100	General Fund	100-50-520-58100-15101	136,416	23,204	-	136,416		-	-	-				
		235	General Plan Fees	235-50-520-58100-15101	2,133	-	-	2,133		-	-	-				
		240	Gas Tax	240-50-520-58100-15101	10,000	10,000	-	10,000		-	-	-				
		244	Proposition A	244-50-520-58100-15101	5,973	5,973	-	5,973		-	-	-				
		245	Proposition C	245-50-520-58100-15101	100,000	24,135	-	100,000		-	-	-				
		246	AB939 Integrated Waste Management	246-50-520-58100-15101	2,844	-	-	2,844		-	-	-				
		247	Oil Recycling Grant	247-50-520-58100-15101	356	-	-	356		-	-	-				
		251	Street Lighting and Landscape	251-50-520-58100-15101	1,991	1,991	-	1,991		-	-	-				
		252	Parks Maintenance Assessment District	252-50-520-58100-15101	213	-	-	213		-	-	-				
		254	Measure R Local Return	254-50-520-58100-15101	10,950	10,950	-	10,950		-	-	-				
		255	Measure M	255-50-520-58100-15101	50,000	50,000	-	50,000		-	-	-				
		256	SB1 Road Repair & Accountability	256-50-520-58100-15101	3,128	1,000	-	3,128		-	-	-				
		401	Information and Support Services	401-50-520-58100-15101	498	-	-	498		-	-	-				
		403	Internal Insurance	403-50-520-58100-15101	498	4,786	-	498		-	-	-				
		890	Low/Mod Income Housing	890-50-520-58100-15101	85,000	68,283	-	85,000		-	-	-				
								410,000		Total:		-				
CIP20-152	Bus Shelter Phase III	270	Grants Fund (Foothill Transit)	270-50-520-58100-15083	40,000	-	(40,000)	-	CIP20-152		40,000	40,000				
CIP20-155	Citywide Traffic Speed Study	245	Proposition C	245-50-520-58100-15084	20,000	20,000	(20,000)	-	CIP20-155	20,000	-	20,000				
CIP20-158	Concrete Trash Cans (24) for Parks and Mechanic Shop (Replacement)	246	AB939 Integrated Waste Management	246-50-520-58110-15085	15,000	-	(12,771)	2,229		-	-	-				
CIP20-160	First Mile / Last Mile	245	Proposition C	245-50-520-58100-15094	166,000	75	(165,925)	75	CIP20-160	165,925	-	165,925				
		255	Measure M	255-50-520-58100-15094	166,000	-	(166,000)	-		166,000	-	166,000				
		270	Grants Fund (Council of Governments)	270-50-520-58100-15094	1,304,000	25,275	(1,278,725)	25,275		1,278,726	-	1,278,726				
								25,350		Total:		1,610,651				
CIP20-163	Morgan Park Parking Lot Improvements	234	Park Fees (Quimby Act)	234-50-520-58100-15086	-	-	-	-	CIP20-163	-	324,558	324,558				
		251	Street Lighting and Landscape	251-50-520-58100-15086	125,000	-	(125,000)	-		125,000	-	125,000				
CIP20-164	Mowing Trailer (replace old)	251	Street Lighting and Landscape	251-50-520-58110-15087	7,000	-	(4,083)	2,917		7,000	(7,000)	-				
CIP20-165	Pavement Management Updates	244	Proposition A	244-50-520-58100-15088	30,000	-	(7,500)	22,500	CIP20-165	-	7,500	7,500				
		245	Proposition C	245-50-520-58100-15088	30,000	-	(7,500)	22,500		-	7,500	7,500				
								45,000		Total:		15,000				

ATTACHMENT 3 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Department
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
CIP20-176	Replacement of Small Equipment for Mechanic Shop (Tire Balancer, Air Condtion Machine, Swamp Cooler)	246	AB939 Int Waste Management	246-50-520-58110-15089	15,000	-	-	15,000		-	-	-				
CIP20-177	Riding Mower (Replacement)	251	Street Lighting and Landscape	251-50-520-58110-15102	20,000	11,989	(8,011)	11,989	CIP20-177	20,000	(20,000)	-				
CIP20-178	SB1 Puente Ave Rehabilitiation Project	244	Proposition A	244-50-520-58100-15099	42,454	42,454	-	42,454		-	-	-				
		251	Street Lighting and Landscape	251-50-520-58100-15099	66,850	9,103	(57,747)	9,103		-	-	-				
		256	SB1 Road Repair & Accountability	256-50-520-58100-15099	1,269,643	1,090,477	(169,199)	1,100,444		-	-	-				
		256	SB1 Road Repair & Accountability	256-50-520-58100-15081	-	30,000	30,000	30,000		-	-	-				
								1,182,001		Total:		-				
CIP20-179	Sewer Camera (In Lieu of Conractor/Rental)	249	Storm Drains NPDS	249-50-520-58110-15103	14,000	-	(14,000)	-		-	-	-				
CIP20-182	Big Dalton Wash Greenway	270	Grants Fund (Prop 68)	270-50-520-58100-15104	2,552,998	184	(2,452,998)	100,000	CIP20-182	2,552,998	(100,000)	2,452,998				
CIP20-183	After-Market Utility Upgrades for Newly Leased CNG Vehicles	402	Fleet Services	402-50-590-58110-00000	44,175	(30,000)	-	44,175	CIP20-183	20,000	-	20,000				
		402	Fleet Services	402-50-591-58110-00000	-	(16,092)	-	-								
								44,175		Total:		20,000				
NEW	Drainage Improvements at Foster Avenue Pedestrian Rail Crossing	255	Measure M Bond Proceeds	255-50-520-58100-XXXXX	-	-	-	-	CIP21-190	-	600,000	600,000				
		256	SB1 Road Repair & Accountability	256-50-520-58100-XXXXX	-	-	-	-		-	200,000	200,000				
								-		Total:		800,000				
NEW	Traffic Signal at Olive and Maine Avenue	251	Street Lighting and Landscape	251-50-520-58100-XXXXX	-	-	-	-	CIP21-191	-	50,000	50,000				
		254	Meaure R	254-50-520-58100-XXXXX	-	-	-	-		-	125,000	125,000				
		256	SB1 Road Repair & Accountability	256-50-520-58100-XXXXX	-	-	-	-		-	350,000	350,000				
								-		Total:		525,000				
FUTURE	Traffic Signal at Olive & Phelan	245	Proposition C	245-50-520-58100-15562	-	-	-	-	FUTURE	-	-	-	100,000			
		255	Measure M	255-50-520-58100-15562	-	-	-	-		-	-	-	200,000			
		257	Traffic Mitigation Fees	257-50-520-58100-15562	-	652	-	-		-	-	-	122,982			
								-		Total:		-				
FUTURE	Amco Brake Lathe for Cutting Drums and Rotors (Replacement)	240	Gas Tax	240-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	10,000			
FUTURE	Cabota Front Bucket/Sweeper Bobcat Attachment (Replacement)	240	Gas Tax	240-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	11,500			

ATTACHMENT 3 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Department
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
FUTURE	Shelving Units (2) for Landscape & Street Divisions (Replacement)	240	Gas Tax	240-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	20,000			
FUTURE	Hose Reels, Dispenser and Oil Pumps (replace old)	240	Gas Tax	240-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	10,000			
FUTURE	Backhoe (Replacement)	251	Street Lighting and Landscape	251-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	140,000			
FUTURE	Storm Drain Master Plan	249	Storm Drains NPDS	249-50-520-58100-15702	-	-	-	-	FUTURE	-	-	-	150,000			
FUTURE	Tower (Boom) Truck (Replacement / Lease)	254	Measure R	254-50-520-58110-TBD	-	-	-	-	FUTURE	-	-	-	250,000			
FUTURE	Automobile Air Conditioning Recycling System for Newer Vehicles (to meet demand of in house a/c repairs after expired warranties)	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	5,000			
FUTURE	Station Pressure Washer (replace old)	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	8,000			
	Public Works Totals				$ 16,582,225	$ 3,874,362	$ (10,677,021)	$ 5,905,204		$ 13,354,869	$ 2,331,543	$ 15,686,412	$ 1,096,616	$ 15,000	$ 15,000	$ -

Recreation & Community Services:									Recreation & Community Services:							
CIP20-62	Replace Playground Area Flooring Morgan Pk	270	Grants Fund (Assemblywoman Rubio Fnd)	270-60-620-58100-16201	13,610	13,610	-	13,610		-	-	-				
CIP20-68	Replace Entrance Patio Roof Fam Serv Center	234	Park Fees (Quimby Fees)	234-60-620-58100-16202	-	-	-	-	CIP20-68	95,000	-	95,000				
CIP20-69	Replace Flooring / Carpet Police Dept	205	Federal Asset Forfeiture	205-60-620-58100-16203	13,326	13,326	-	13,326		-	-	-				
CIP20-75	Replace Weightroom Equipment Community Ctr	234	Park Fees (Quimby Act)	234-60-620-58100-16206	15,000	1,061	(15,000)	-		-	-	-				
CIP20-82	Replace Roof at Community Center 4 ply hot mop application (w/complete removal)	234	Park Fees (Quimby Fees)	234-60-620-58100-16209	-	-	-	-	CIP20-82	820,000	-	820,000				
CIP20-86	Termite & Building Repairs Community Center	234	Park Fees (Quimby Fees)	234-60-620-58100-16210	50,000	-	(50,000)	-	CIP20-86	50,000	-	50,000				
CIP20-87	Termite & Building Repairs Senior Center	234	Park Fees (Quimby Fees)	234-60-620-58100-16211	22,000	-	(22,000)	-	CIP20-87	22,000	-	22,000				
CIP20-88	Upgrade Teen Center Marquee w/LED	200	Future Development	200-60-620-58100-16212	100,000	-	-	100,000		100,000	(100,000)	-				
		234	Park Fees (Quimby Fees)	234-60-620-58100-16212	150,000	72,474	-	150,000		-	-	-				
								250,000		Total:		-				

ATTACHMENT 3 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Department
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
CIP20-92	Cameras & Fitness Zone Clusters at Walnut Creek Nature Park	270	Grants Fund (Hsng Related Parks Program)	270-60-620-58100-16213	79,169	78,169	-	79,169		-	-	-				
CIP20-105	Replace Public Announcement (P/A) System for City Council Chambers	270	Grants Fund (PEG Grant)	270-60-620-58110-16216	-	-	-	-	CIP20-105	60,000	-	60,000				
CIP20-107	Security Cameras, Fitness Shade & 1/4 Mile Markers at Morgan Park	255	Measure M	255-60-620-58100-16217	-	12,450	-	-		-	-	-				
CIP20-123	Police Department Upgrade Security Cameras with New System (FY2019-20) and Replace Ceiling Tiles with T-Bar and Lighting Fixtures (FY2020-21)	205	Federal Asset Forfeiture	205-60-620-58100-16219	45,000	-	(45,000)	-	CIP20-123	45,000	-	45,000				
CIP20-125	Hydration Stations at Morgan Park, Community Center, Teen Center and Barnes Park	234	Park Fees (Quimby Fees)	234-60-620-58100-16221	27,000	-	(27,000)	-	CIP20-125	27,000	-	27,000				
CIP20-126	Security Cameras for City Yard	240	Gas Tax	240-60-620-58100-16222	-	-	-	-		-	-	-				
CIP20-151	Barnes Park Basketball Courts Resurfacing	234	Park Fees (Quimby Act)	234-60-620-58100-16188	28,000	-	(28,000)	-	CIP20-151	-	25,000	25,000				
CIP20-153	City Hall Police Dept. Security Access Card Readers & Panel to Support 2 Card Readers (New evidence entry gate & rear door access to PD floor)	206	State Asset Forfeiture	206-60-620-58100-16189	-	-	-	-	CIP20-153	25,000	-	25,000				
CIP20-154	City Hall Police Dept. Ugrade Security Cameras (Jail and South Sally Port)	206	State Asset Forfeiture	206-60-620-58100-16190	-	-	-	-	CIP20-154	25,000	-	25,000				
CIP20-156	Community Center - Replace Carpet and Partitions at Front Counter and Admin Areas	234	Park Fees (Quimby Act)	234-60-620-58100-16191	49,828	49,176	-	49,828		-	-	-				
CIP20-157	Community Center Meeting Room 1 and 2 Partition Replacements	234	Park Fees (Quimby Act)	234-60-620-58100-16192	-	-	-	-	CIP20-157	65,000	225,000	290,000				
CIP20-161	Front Doors ADA Access at Community Center	234	Park Fees (Quimby Act)	234-60-620-58100-16193	25,000	-	(25,000)	-	CIP20-161	25,000	-	25,000				
CIP20-162	Maintenance Urethane Top Coat at Barnes Park Rubberized Playground	234	Park Fees (Quimby Act)	234-60-620-58100-16194	18,000	-	(18,000)	-		18,000	(18,000)	-				

ATTACHMENT 3 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Department
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
CIP20-168	Repair and Paint Beams at Comm Ctr Gym	234	Park Fees (Quimby Act)	234-60-620-58100-16195	35,000	-	(35,000)	-	CIP20-168	35,000	-	35,000				
CIP20-169	Replace / Refurbish Signs at Transit Center	244	Proposition A	244-60-620-58100-16196	15,000	-	(15,000)	-	CIP20-169	15,000	-	15,000				
CIP20-171	Replace Banquet Chairs at Senior Center for Rentals	234	Park Fees (Quimby Act)	234-60-620-58110-16197	21,750	21,749	-	21,750		-	-	-				
CIP20-172	Replace Community Center Weight Room Precut Rubber Tile Flooring 1/2" Commercial Grade	234	Park Fees (Quimby Act)	234-60-620-58100-16198	35,000	-	(35,000)	-	CIP20-172	35,000	25,000	60,000				
CIP20-173	Replace Games Room Wall Carpet Comm Ctr	234	Park Fees (Quimby Act)	234-60-620-58100-16199	20,000	19,207	-	20,000		-	-	-				
CIP20-174	Replace Skylights at ARC and Teen Center	234	Park Fees (Quimby Act)	234-60-620-58100-16224	21,700	21,647	-	21,700		-	-	-				
CIP20-185	Replace Boiler at Senior Center	234	Park Fees (Quimby Act)	234-60-620-58110-16225	18,000	-	-	18,000		-	-	-				
FUTURE	Breezeway Flooring and Ceiling at City Hall 1st and 2nd Floors	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	225,000			
FUTURE	Remodel Restrooms at Yard	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	25,000			
FUTURE	Replace Alarm System at City Hall	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	175,000			
FUTURE	Replace Carpet w/Flooring at Yard	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	20,000			
NEW	Replace Flooring Lobby / Locker Rm Aquatic Ctr	234	Park Fees (Quimby Act)	234-60-620-58100-XXXXX	-	-	-	-	CIP21-192	-	65,000	65,000	55,000			
FUTURE	City Hall Council Chamber Furniture, T-bar, Lighting and Cabinetry	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	240,000			
FUTURE	Reupholster Public Seating Area of Chambers	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	50,000			
FUTURE	Surveillance System for City Hall	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	80,000			
FUTURE	Surveillance System for Community Center	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	65,000			
FUTURE	City Hall 3rd Floor HR Counter Enclosure w/Key Pad Entry Code	AAA	Funding to be Determined	To be determined	-	-	-	-	FUTURE	-	-	-	14,000			

ATTACHMENT 3 (CONTINUED)

City of Baldwin Park
Capital Improvement Projects (CIP) Funding Schedule by Department
Fiscal Year 2019-20 CIP to Fiscal Year 2024-25 Proposed

		Funding Sources			Fiscal Year 2019-2020				Fiscal Year 2020-2021				Future Funding Schedule			
CIP # / Dept	Project / Item Description	Fund	Description	General Ledger Expenditure Account	FY 2019-20 Amended Adopted CIP	FY 2019-20 YTD Expenditures as of 6-22-20	FY 2019-20 Requested Revisions	FY 2019-20 Proposed Totals	CIP # / Dept	Carryover Projects / Balances from FY 2019-20 Adopted	FY 2020-21 Requested Revisions	FY 2020-21 Proposed Project Totals	FY 2021-22 Proposed CIP	FY 2022-23 Proposed CIP	FY 2023-24 Proposed CIP	FY 2024-25 Proposed CIP
NEW	Replace Gym Sound Panels, Wall Carpet, Safety Pads and Paint	234	Park Fees (Quimby Act)	234-60-620-58100-XXXXX	-	-	-	-	CIP21-193	-	225,000	225,000				
NEW	Replace Games Room Area Sound Panels	234	Park Fees (Quimby Act)	234-60-620-58100-XXXXX	-	-	-	-	CIP21-194	-	55,000	55,000				
NEW	Maintenance Urethane Top Coat at Morgan Park Rubberized Playground	234	Park Fees (Quimby Act)	234-60-620-58100-XXXXX					CIP21-195		35,000	35,000				
	Recreation & Community Services Totals				$ 802,383	$ 302,869	$ (315,000)	$ 487,383		$ 1,462,000	$ 537,000	$ 1,999,000	$ 949,000	$ -	$ -	$ -
	Grand Totals				$ 18,282,890	$ 4,767,145	$ (11,146,762)	$ 7,136,128		$ 15,225,290	$ 2,840,764	$ 18,066,054	$ 2,045,616	$ 15,000	$ 15,000	$ -

*CIP Project Numbers for Council Presentation do not reflect General Ledger Project Numbers. See last segment of General Ledger Account number for General Ledger Project Numbers.

ATTACHMENT 3 (CONTINUED)

City of Baldwin Park
Fiscal Year 2019-2020 and Fiscal Year 2020-2021 Projected Fund Balances with CIP Requests

Fund	Fund Description	FY 19-20 Projected Fund Balance 06/30/2020 (as Presented 6-17-20)	FY 19-20 Proposed Revenue Adjustments	FY 19-20 Proposed Other Operating Adjustments	FY 19-20 Proposed Adjustments to CIP Balances	Revised Projected Fund Balance 06/30/2020	FY 20-21 Adopted Revenues	FY 20-21 Adopted Expenditures (Excludes CIP)	FY 20-21 Adopted CIP Carryovers	FY 20-21 Proposed Revenue Adjustments	FY 20-21 Proposed CIP Additions & Deletions	Revised Projected Fund Balance 06/30/2021
General Fund:												
100	General Fund*	21,268,275	0	0	0	**21,268,275**	28,304,288	28,654,325	0	0	0	**20,918,238**
200	Future Development Fund**	5,155,765	0	0	(421,290)	**5,577,055**	60,000	323,229	100,000	0	321,290	**4,892,535**
210	Community Enhancement Fund**	641,417	0	0	0	**641,417**	6,000	0	0	0	0	**647,417**
Subtotal - General Fund		**$ 27,065,456**	**$ -**	**$ -**	**$ (421,290)**	**$ 27,486,746**	**$ 28,370,288**	**$ 28,977,554**	**$ 100,000**	**$ -**	**$ 321,290**	**$ 26,458,190**
Internal Services Funds:												
401	Information and Support Services	(34,959)	0	0	0	**(34,959)**	915,273	914,857	0	0	0	**(34,543)**
402	Fleet Services	(205,022)	0	0	0	**(205,022)**	1,037,986	951,197	20,000	0	0	**(138,233)**
403	Internal Insurance	(3,248,844)	0	0	0	**(3,248,844)**	3,757,068	3,553,825	0	0	0	**(3,045,601)**
404	Capital Equipment	100,488	0	0	0	**100,488**	122,700	0	0	0	0	**223,188**
Subtotal - Internal Services Funds		**$ (3,388,337)**	**$ -**	**$ -**	**$ -**	**$ (3,388,337)**	**$ 5,833,027**	**$ 5,419,879**	**$ 20,000**	**$ -**	**$ -**	**$ (2,995,189)**
Special (Restricted) Funds:												
205	Federal Asset Forfeiture	96,951	0	0	(79,000)	**175,951**	500	0	45,000	0	75,000	**56,451**
206	State Asset Forfeiture	59,402	0	0	0	**59,402**	1,000	35,000	50,000	0	0	**(24,598)**
207	Local Law Enforcement Block Grant	15,131	0	0	0	**15,131**	100	0	0	0	0	**15,231**
208	Law Enforcement Development Impact	157,338	0	0	0	**157,338**	40,000	0	0	0	121,000	**76,338**
209	AB74 Public Safety Enhancement	106,180	0	0	(75,220)	**181,400**	0	67,800	125,000	0	(64,000)	**52,600**
220	Community Development Block Grant	(150,056)	0	0	0	**(150,056)**	965,105	968,992	0	0	0	**(153,943)**
221	H.O.M.E. (Home Investment Partnership Program)	1,010,170	0	0	0	**1,010,170**	1,528,508	1,525,744	0	0	0	**1,012,935**
222	CAL Home	17,054	0	0	0	**17,054**	500	0	0	0	0	**17,554**
223	Economic Development Act Revolving Loan	533	0	0	0	**533**	0	0	0	0	0	**533**
230	AB1693 Business Improvement Fees	59,508	0	0	0	**59,508**	85,500	116,137	0	0	0	**28,871**
231	Air Quality Management	150,748	0	(67,000)	(14,097)	**231,845**	98,400	114,268	114,097	0	0	**101,880**
234	Park Fees (Quimby Act)	2,230,076	0	0	(255,000)	**2,485,076**	160,000	51,961	1,192,000	0	961,558	**439,557**
235	General Plan Fees	957,259	0	0	0	**957,259**	40,000	224,667	48,000	0	43,421	**681,172**
236	Public Art Fees	191,222	0	0	(503,018)	**694,240**	40,500	0	511,018	0	(8,000)	**231,722**
240	Gasoline Tax	(239,771)	0	0	(22,221)	**(217,550)**	1,810,254	1,603,390	37,221	0	15,000	**(62,907)**
241	Surface Transportation Program	(73,439)	0	0	0	**(73,439)**	0	0	0	0	0	**(73,439)**
243	Bicycle and Pedestrian Safety	30	0	0	(41,829)	**41,858**	50,500	0	50,000	0	0	**42,358**
244	Proposition A	86,639	0	(105,000)	(33,819)	**225,458**	1,718,548	1,867,575	26,725	0	7,095	**42,610**
245	Proposition C	(168,327)	0	(230,000)	(782,235)	**843,908**	1,357,223	832,440	1,311,623	0	157,757	**(100,689)**
246	AB939 Integrated Waste Management	73,011	0	0	(22,771)	**95,782**	330,000	394,892	10,000	0	0	**20,889**
247	Oil Recycling Grant	30,367	0	0	0	**30,367**	20,000	13,616	0	0	0	**36,750**
249	Storm Drains NPDS	37,562	0	0	(14,000)	**51,562**	60,200	94,870	0	0	0	**16,892**
250	Assessment District	399,093	0	0	0	**399,093**	12,630	0	0	0	0	**411,723**
251	Street Lighting and Landscape	90,039	0	(62,375)	(530,499)	**682,913**	1,788,148	1,654,046	447,660	0	183,000	**186,355**
252	Parks Maintenance Assessment District	(670)	0	0	0	**(670)**	848,936	844,132	0	0	0	**4,134**
253	Proposition A - Parks	497	0	0	0	**497**	120,492	120,492	0	0	0	**497**
254	Measure R Local Return	(8,434)	0	(108,500)	(601,342)	**701,408**	1,017,007	801,356	636,045	0	265,180	**15,834**
255	Measure M	(643,124)	470,100	0	(141,671)	**(31,353)**	3,043,540	905,630	2,306,729	0	359,471	**(559,643)**

ATTACHMENT 4

City of Baldwin Park
Fiscal Year 2019-2020 and Fiscal Year 2020-2021 Projected Fund Balances with CIP Requests

Fund	Fund Description	FY 19-20 Projected Fund Balance 06/30/2020 (as Presented 6-17-20)	FY 19-20 Proposed Revenue Adjustments	FY 19-20 Proposed Other Operating Adjustments	FY 19-20 Proposed Adjustments to CIP Balances	Revised Projected Fund Balance 06/30/2020	FY 20-21 Adopted Revenues	FY 20-21 Adopted Expenditures (Excludes CIP)	FY 20-21 Adopted CIP Carryovers	FY 20-21 Proposed Revenue Adjustments	FY 20-21 Proposed CIP Additions & Deletions	Revised Projected Fund Balance 06/30/2021
256	SB1 Road Repair & Accountability	(577,129)	0	0	(1,109,341)	**532,213**	1,331,287	108,990	700,142	0	1,100,000	**(45,632)**
257	Traffic Mitigation Fees	(40,189)	0	0	0	**(40,189)**	12,600	0	0	0	0	**(27,589)**
258	Measure W	0	0	0	0	**0**	720,000	0	500,000	0	0	**220,000**
260	Summer Lunch Program	800	0	0	0	**800**	7,672	7,672	0	0	0	**800**
270	Grants Fund	107,129	(6,750,580)	0	(6,476,110)	**(167,341)**	8,344,538	391,130	6,547,022	(1,369,630)	(260,000)	**129,415**
271	Police Grants Fund	56,490	0	0	(13,300)	**69,790**	102,000	111,000	203,200	0	(203,200)	**60,790**
280	Cooperative Agreements Contributions	0	0	0	0	**0**	400,000	0	233,808	0	(233,808)	**400,000**
301	Building Reserve	9,808	0	0	0	**9,808**	0	0	0	0	0	**9,808**
	Subtotal Special Funds	**$ 4,041,898**	**$ (6,280,480)**	**$ (572,875)**	**$ (10,715,472)**	**$ 9,049,765**	**$ 26,055,688**	**$ 12,855,799**	**$ 15,095,290**	**$ (1,369,630)**	**$ 2,519,474**	**$ 3,265,259**
	TOTAL GENERAL, INTERNAL SRV & SPECIAL FUNDS:	**$ 27,719,017**	**$ (6,280,480)**	**$ (572,875)**	**$ (11,136,762)**	**$ 33,148,174**	**$ 60,259,003**	**$ 47,253,233**	**$ 15,215,290**	**$ (1,369,630)**	**$ 2,840,764**	**$ 26,728,260**
	Financing Authority Funds:											
601	Debt Service	35,522	0	0	0	**35,522**	478,165	478,065	0	0	0	**35,622**
610	COP Lease Payment	(75,624)	0	0	0	**(75,624)**	590,982	592,982	0	0	0	**(77,624)**
625	Gas Tax Debt Service	7	0	0	0	**7**	0	0	0	0	0	**7**
635	BPFA/PM 2003 Tax Alloc	32,222	0	0	0	**32,222**	0	0	0	0	0	**32,222**
637	BPFA/CBD 1990 Refunding Loan	141	0	0	0	**141**	0	0	0	0	0	**141**
650	Pension Obligation Bond	706,639	0	0	0	**706,639**	0	100	0	0	0	**706,539**
651	Pension Obligation Bond 2019	(693,718)	0	0	0	**(693,718)**	3,846,680	3,846,680	0	0	0	**(693,718)**
660	Measure M Rev Bond	5,065,423	582,469	(982,666)	0	**6,630,557**	685,969	2,481,969	0	0	0	**4,834,557**
	Subtotal Financing Authority Funds	**$ 5,070,611**	**$ 582,469**	**$ (982,666)**	**$ -**	**$ 6,635,746**	**$ 5,601,796**	**$ 7,399,796**	**$ -**	**$ -**	**$ -**	**$ 4,837,746**
	Successor Agency Funds:											
800	RDA Obligation Retirement	1,158,895	0	0	0	**1,158,895**	0	0	0	0	0	**1,158,895**
	Capital Projects											
801	SG River Capital Project	296,363	0	0	0	**296,363**	0	0	0	0	0	**296,363**
802	Puente/Merced Capital Project	(5,978)	0	0	0	**(5,978)**	0	0	0	0	0	**(5,978)**
803	W Ramona Capital Project	81,136	0	0	0	**81,136**	0	0	0	0	0	**81,136**
804	Cntrl Business Dist Capital Project	(15,864)	0	0	0	**(15,864)**	0	0	0	0	0	**(15,864)**
805	Delta Capital Project	(2,171)	0	0	0	**(2,171)**	0	0	0	0	0	**(2,171)**
806	Sierra Vista Capital Project	1,928,563	0	0	0	**1,928,563**	193,575	193,575	0	0	0	**1,928,563**
	Subtotal Capital Projects	**$ 2,282,049**	**$ -**	**$ -**	**$ -**	**$ 2,282,049**	**$ 193,575**	**$ 193,575**	**$ -**	**$ -**	**$ -**	**$ 2,282,049**
	Debt Service											
831	SG River Debt Service	(717,394)	0	0	0	**(717,394)**	0	0	0	0	0	**(717,394)**
832	Puente/Merced Debt Service	632,270	0	0	0	**632,270**	0	0	0	0	0	**632,270**
833	W Ramona Debt Service	(248,704)	0	0	0	**(248,704)**	0	0	0	0	0	**(248,704)**
834	Cntrl Business Dist Debt Service	(1,280,169)	0	0	0	**(1,280,169)**	0	0	0	0	0	**(1,280,169)**
835	Delta Debt Service	(167,416)	0	0	0	**(167,416)**	0	0	0	0	0	**(167,416)**
836	Sierra Vista Debt Service	720,048	0	0	0	**720,048**	0	0	0	0	0	**720,048**

ATTACHMENT 4 (CONTINUED)

City of Baldwin Park
Fiscal Year 2019-2020 and Fiscal Year 2020-2021 Projected Fund Balances with CIP Requests

Fund	Fund Description	FY 19-20 Projected Fund Balance 06/30/2020 (as Presented 6-17-20)	FY 19-20 Proposed Revenue Adjustments	FY 19-20 Proposed Other Operating Adjustments	FY 19-20 Proposed Adjustments to CIP Balances	Revised Projected Fund Balance 06/30/2020	FY 20-21 Adopted Revenues	FY 20-21 Adopted Expenditures (Excludes CIP)	FY 20-21 Adopted CIP Carryovers	FY 20-21 Proposed Revenue Adjustments	FY 20-21 Proposed CIP Additions & Deletions	Revised Projected Fund Balance 06/30/2021
837	BP Merged 2000 Refinance	33,731	0	0	0	**33,731**	0	0	0	0	0	**33,731**
838	BP Merged 2000 Refinance	938,387	0	0	0	**938,387**	1,391,073	1,573,905	0	0	0	**755,555**
	Subtotal Debt Service	**$ (89,247)**	**$ -**	**$ -**	**$ -**	**$ (89,247)**	**$ 1,391,073**	**$ 1,573,905**	**$ -**	**$ -**	**$ -**	**$ (272,079)**
	Low/Mod Housing											
890	Low/Mod Income Housing	7,169,454	0	0	(10,000)	**7,179,454**	150,500	677,865	10,000	0	0	**6,642,089**
	Subtotal Low/Mod Housing	**$ 7,169,454**	**$ -**	**$ -**	**$ (10,000)**	**$ 7,179,454**	**$ 150,500**	**$ 677,865**	**$ 10,000**	**$ -**	**$ -**	**$ 6,642,089**
	TOTAL SUCCESSOR AGENCY FUNDS:	**$ 10,521,151**	**$ -**	**$ -**	**$ (10,000)**	**$ 10,531,151**	**$ 1,735,148**	**$ 2,445,345**	**$ 10,000**	**$ -**	**$ -**	**$ 9,810,954**
	Housing Authority:											
901	Housing Voucher Choice	57,797	0	0	0	**57,797**	5,864,403	5,861,902	0	0	0	**60,298**
905	Public Housing	434,684	0	0	0	**434,684**	73,016	80,946	0	0	0	**426,755**
910	CIAP	0	0	0	0	**0**	23,940	22,322	0	0	0	**1,618**
	Subtotal Housing Authority Funds	**$ 492,482**	**$ -**	**$ -**	**$ -**	**$ 492,482**	**$ 5,961,359**	**$ 5,965,169**	**$ -**	**$ -**	**$ -**	**$ 488,671**
	COMBINED GRAND TOTAL - ALL FUNDS	**$ 43,803,261**	**$ (5,698,011)**	**$ (1,555,541)**	**$ (11,146,762)**	**$ 50,807,552**	**$ 73,557,305**	**$ 63,063,542**	**$ 15,225,290**	**$ (1,369,630)**	**$ 2,840,764**	**$ 41,865,631**

*** The Adopted General Fund Reserve Balance at June 30, 2021 is:** **$ 6,815,743**

** The Future Development Fund and Community Enhancement Fund were merged with the General Fund. However, these funds are committed for future / special projects pending City Council approval.

ATTACHMENT 4 (CONTINUED)

City of Baldwin Park
Additional Revenue Appropriations and Adjustments
Fiscal Year 2019-2020 and Fiscal Year 2020-2021

			FY 2019-2020 Adjustment Amount	Notes / Comments
255	Measur M	255-50-000-49000-15550	470,100	Measure M transfer In from Revenue Bond proceeds.
660	Measure M Revenue B	660-00-000-49000-15550	582,469	Measure M Revenue Bond transfer in from projects to pay bond.
270	Grants Fund	270-50-000-41003-15104	(2,552,998)	Big Dalton Wash Greenway revenue included in FY 2020-2021.
270	Grants Fund	270-50-000-41003-15701	(1,068,000)	Complete Streets Maine Ave Phase II revenue included in FY 2020-2021.
270	Grants Fund	270-50-000-41003-15716	(279,992)	Maine / Pacific Improvements revenue included in FY 2020-2021.
270	Grants Fund	270-50-000-41004-15625	(850,000)	Paving Streets / Alleys Citywide revenue included in FY 2019-20.
270	Grants Fund	270-50-000-41004-15698	(190,000)	Complete Streets Maine Ave projected completed in FY 2020-2021.
270	Grants Fund	270-50-000-41950-15092	(73,845)	Slow Fill CnG Stations Upgrades revenue included in FY 2020-2021.
270	Grants Fund	270-50-000-41950-15094	(1,312,000)	First Mile / Last Mile revenue included in FY 2020-2021.
270	Grants Fund	270-50-000-41950-15538	(383,745)	SGR Bikeway Phase I revenue included in FY 2020-2021.
270	Grants Fund	270-50-000-41950-15547	(40,000)	Bus Stop Enhancement revenue included in FY 2020-2021.
Total FY 2019-2020 Revenue Adjustments:			**(5,698,011)**	
Fund	**Fund Description**	**Account Number**	**FY 2020-2021 Adjustment Amount**	**Notes / Comments**
270	Grants Fund	270-50-000-41004-15698	(1,350,000)	Complete Streets Maine Ave projected completed in FY 2019-2020.
270	Grants Fund	270-50-000-41950-15508	(19,630)	Commuter Connect Express revenue will be received in FY 2019-2020.
Total FY 2020-2021 Revenue Adjustments:			**(1,369,630)**	

ATTACHMENT 5

City of Baldwin Park
Fiscal Year 2019-2020 Proposed Other Operating Adjustments

Fund	Account	Account Name	Project Description	FY 19-20 Current Budget	FY 19-20 Proposed Adjustment	FY 19-20 Proposed Amended Budget
231 - Air Quality Improvement:						
231	231-50-590-58140-15727	LEASE EXPENSE	FLEET LEASING PROGRAM	199,268	(67,000)	132,268
231 - Air Quality Improvement Total				**199,268**	**(67,000)**	**132,268**
244 - Proposition A:						
244	244-50-580-51100-15525	CONSULTANT SERVICES	FIXED ROUTE SERVICE	1,300,000	(100,000)	1,200,000
244	244-50-580-51100-15540	CONSULTANT SERVICES	RECREATION TRANSPORTATION	3,000	(3,000)	-
244	244-50-580-51100-15545	CONSULTANT SERVICES	EXTRAORDINARY SERVICES	1,000	(1,000)	-
244	244-50-580-51101-15864	PROFESSIONAL SERVICES	MARKETING / PROMOTIONS	1,000	(1,000)	-
244 - Proposition A Total				**1,305,000**	**(105,000)**	**1,200,000**
245 - Proposition C:						
245	245-50-520-53330-15698	PUBLICATIONS, SUBSCRIP & DUES	COMPLETE STREETS - MAINE PHASE IA & IB	2,500	(1,500)	1,000
245	245-50-530-51101-15535	PROFESSIONAL SERVICES	PARK N RIDE/RAIL STATION	2,000	(2,000)	-
245	245-50-530-53100-15536	MATERIALS & SUPPLIES	LANDSCAPING AT METROLINK	5,000	(5,000)	-
245	245-50-530-53401-15535	UTILITIES - ELECTRICITY	PARK N RIDE/RAIL STATION	3,000	(1,000)	2,000
245	245-50-550-53100-15622	MATERIALS & SUPPLIES	ST NAME / ROADWAY SIGNS	63,000	(20,000)	43,000
245	245-50-550-53371-15622	MAINTENANCE & REPAIRS	ST NAME / ROADWAY SIGNS	5,000	(5,000)	-
245	245-50-550-53390-15066	MINOR EQUIPMENT PURCHASE	TRAFFIC CONTROL SMALL EQUIPMENT	22,500	(22,500)	-
245	245-50-551-51100-15510	CONSULTANT SERVICES	BUS SHELTER MAINTENANCE	2,500	(2,500)	-
245	245-50-551-51101-15510	PROFESSIONAL SERVICES	BUS SHELTER MAINTENANCE	2,000	(2,000)	-
245	245-50-560-51100-15537	CONSULTANT SERVICES	LANDSCAPING TRANSIT CORRIDORS	10,000	(3,000)	7,000
245	245-50-560-53371-15536	MAINTENANCE & REPAIRS	LANDSCAPING AT METROLINK	10,000	(10,000)	-
245	245-50-560-53371-15537	MAINTENANCE & REPAIRS	LANDSCAPING TRANSIT CORRIDORS	15,000	(15,000)	-
245	245-50-560-53391-15705	RENTAL EQUIPMENT	STREET MAINTENANCE	3,000	(3,000)	-
245	245-50-561-51101-15536	PROFESSIONAL SERVICES	LANDSCAPING AT METROLINK	5,000	(5,000)	-
245	245-50-561-53371-15536	MAINTENANCE & REPAIRS	LANDSCAPING AT METROLINK	12,000	(12,000)	-
245	245-50-561-53371-15537	MAINTENANCE & REPAIRS	LANDSCAPING TRANSIT CORRIDORS	12,000	(12,000)	-
245	245-50-562-53371-15536	MAINTENANCE & REPAIRS	LANDSCAPING AT METROLINK	10,000	(10,000)	-
245	245-50-562-53371-15537	MAINTENANCE & REPAIRS	LANDSCAPING TRANSIT CORRIDORS	5,000	(5,000)	-
245	245-50-570-53100-14885	MATERIALS & SUPPLIES	GRAFFITI REMOVAL	15,000	(7,500)	7,500
245	245-50-570-53100-15040	MATERIALS & SUPPLIES	PROP C ADMINISTRATION	15,000	(5,000)	10,000
245	245-50-580-51100-15520	CONSULTANT SERVICES	DIAL-A-RIDE SERVICE	75,000	(75,000)	-
245	245-50-581-53100-15510	MATERIALS & SUPPLIES	BUS SHELTER MAINTENANCE	5,000	(4,000)	1,000
245	245-50-581-53371-15510	MAINTENANCE & REPAIRS	BUS SHELTER MAINTENANCE	2,000	(2,000)	-
245 - Proposition C Total				**301,500**	**(230,000)**	**71,500**
251 - Street Light & Landscape:						
251	251-50-530-51100-00000	CONSULTANT SERVICES	NO PROJECT	40,000	(35,000)	5,000
251	251-50-551-51101-15510	PROFESSIONAL SERVICES	BUS SHELTER MAINTENANCE	1,500	(1,500)	-
251	251-50-551-53390-15067	MINOR EQUIPMENT PURCHASE	STREET CREW SMALL EQUIPMENT	13,000	(13,000)	-
251	251-50-560-51100-00000	CONSULTANT SERVICES	NO PROJECT	32,775	(7,875)	24,900
251	251-50-560-53390-15068	MINOR EQUIPMENT PURCHASE	LANDSCAPE SMALL EQUIPMENT	5,000	(5,000)	-
251 - Street Light & Landscape Total				**92,275**	**(62,375)**	**29,900**
254 - Measure R Local Return:						
254	254-50-510-51100-15055	CONSULTANT SERVICES	MEDIAN LANDSCAPING	35,000	(27,000)	8,000
254	254-50-520-53100-14120	MATERIALS & SUPPLIES	DOWNTOWN IMPROVEMENTS	30,500	(30,500)	-
254	254-50-550-53100-15622	MATERIALS & SUPPLIES	ST NAME / ROADWAY SIGNS	100,000	(20,000)	80,000
254	254-50-550-53371-15622	MAINTENANCE & REPAIRS	ST NAME / ROADWAY SIGNS	15,000	(12,000)	3,000
254	254-50-550-53390-15705	MINOR EQUIPMENT PURCHASE	STREET MAINTENANCE	2,000	(2,000)	-
254	254-50-551-53100-15705	MATERIALS & SUPPLIES	STREET MAINTENANCE	3,000	(3,000)	-
254	254-50-560-51101-00000	PROFESSIONAL SERVICES	NO PROJECT	3,000	(3,000)	-
254	254-50-560-53390-00000	MINOR EQUIPMENT PURCHASE	NO PROJECT	5,000	(4,000)	1,000
254	254-50-570-53100-14885	MATERIALS & SUPPLIES	GRAFFITI REMOVAL	15,000	(5,000)	10,000
254	254-50-570-53371-14885	MAINTENANCE & REPAIRS	GRAFFITI REMOVAL	1,000	(1,000)	-
254	254-50-570-53403-14885	UTILITIES - PHONE & WIRELESS SERV	GRAFFITI REMOVAL	2,000	(1,000)	1,000
254 - Measure R Local Return Total				**211,500**	**(108,500)**	**103,000**

ATTACHMENT 6

City of Baldwin Park
Fiscal Year 2019-2020 Proposed Other Operating Adjustments

Fund	Account	Account Name	Project Description	FY 19-20 Current Budget	FY 19-20 Proposed Adjustment	FY 19-20 Proposed Amended Budget
255 - Measure M						
255	255-00-000-59000-15550	TRANSFERS OUT	METROLINK QUIET ZONES	-	582,469	582,469
255	255-50-520-55740-15550	PRINCIPAL PAYMENT	METROLINK QUIET ZONES	300,000	(300,000)	-
255	255-50-520-55742-15550	INTEREST EXPENSE	METROLINK QUIET ZONES	282,469	(282,469)	-
255 - Measure M Total				**582,469**	**-**	**582,469**
660 - Measure M Revenue Bond						
660	660-00-000-55740-15550	PRINCIPAL PAYMENT	METROLINK QUIET ZONES	-	300,000	300,000
660	660-00-000-55742-15550	INTEREST EXPENSE	METROLINK QUIET ZONES	-	141,234	141,234
660	660-00-000-55750-15550	TRUSTEE FEES	METROLINK QUIET ZONES	-	1,000	1,000
660	660-00-000-59000-15550	TRANSFERS OUT	METROLINK QUIET ZONES	1,910,500	(1,424,900)	485,600
660 - Measure M Revenue Bond Total				**1,910,500**	**(982,666)**	**927,834**
Grand Total				**4,602,512**	**(1,555,541)**	**3,046,971**

Note: There are no operating adjustments to Fiscal Year 2020-2021 at this time.

ATTACHMENT 6 (CONTINUED)

ITEM NO. 15

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Lourdes Morales, Chief Deputy City Clerk

DATE: July 15, 2020

SUBJECT: Approve and Adopt Resolution No. 2020-037 Entitled, "A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City"; and Review and Appoint Members to the City for the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone

SUMMARY
This report requests City Council selection of designated representatives and alternates as official representatives of the City for the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone.

RECOMMENDATION
Staff recommends that the City Council rescind Resolution 2019-056 and complete the review and appointment of delegate and alternate to the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone in Resolution No. 2020-037, entitled: "A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City".

FISCAL IMPACT
Not Applicable

BACKGROUND
Currently there is a vacancy on the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone due to the resignation/retirement of former Council Member Pacheco. The appointed delegate/alternate will serve on these agencies until December 2020.

ALTERNATIVES
Not Applicable

LEGAL REVIEW
Not Applicable

ATTACHMENTS
1. Resolution No. 2020-037 – New Appointment
2. Current Roster of City Council Appointed Delegates

RESOLUTION NO. 2020-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, APPOINTING REPRESENTATIVES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

WHEREAS, it is the Council's desire to review and/or amend the existing appointments; and

WHEREAS, Resolution No. 2019-056 adopted December 4, 2019 and all other Resolutions inconsistent herewith are hereby repealed and rescinded.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **San Gabriel Valley Water Association – *Quarterly luncheon held in various locations***
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	Mayor Manuel Lozano	Mayor Manuel Lozano
Alternate:	Councilmember Ricardo Pacheco	Vacant

Section 2. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Los Angeles County Sanitation District Nos. 15 & 22 – *4th Wednesday at 1:30 p.m.; Joint Administration Office***
(MEMBERS RECEIVE A STIPEND – $125 per meeting)

	Existing Appointees	New Appointees
Representative:	*Mayor Manuel Lozano	Mayor Manuel Lozano
Alternate:	Councilmember Ricardo Pacheco	Mayor Pro Tem Monica Garcia

*Appointment of Mayor required by Sanitation District

Section 3. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **League of California Cities – Los Angeles County Division – *1st Thursday at 6:00 p.m.; various locations***
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	Mayor Pro Tem Cruz Baca	Councilmember Alejandra Avila
Alternate:	Councilmember Susan Rubio	Councilmember Paul C. Hernandez

Section 4. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Civil Defense Area "D" General Membership Meeting – *3rd Thursday at 8:30 a.m.; Area D Office***
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	Chief of Police	Chief of Police
Alternate:	Mayor Manuel Lozano	Mayor Manuel Lozano

<u>Section 6.</u> The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Independent Cities Association – *2nd Tuesday at 7:00 p.m.; rotating Council Chambers***
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	Mayor Pro Tem Monica Garcia	Councilmember Paul C. Hernandez
Alternate:	Councilmember Ricardo Pacheco	Councilmember Alejandra Avila

<u>Section 7.</u> The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Independent Cities Association Lease Finance Authority – *As Needed Basis in various times/locations***
(MEMBERS RECEIVE A STIPEND – $150 per meeting)

	Existing Appointees	New Appointees
Representative:	Councilmember Ricardo Pacheco	Vacant
Alternate:	Chief of Police	Chief of Police

<u>Section 8.</u> The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Los Angeles County – City Selection Committee – *As Needed Basis in various times/locations***
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	*Mayor Manuel Lozano	Mayor Manuel Lozano
Alternate:	Mayor Pro Tem Monica Garcia	Mayor Pro Tem Monica Garcia

*Appointment of Mayor required by State Law

<u>Section 9.</u> The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Southern California Association of Governments – Annual *Conference in the month of May***
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	Councilmember Tem Cruz Baca	Mayor Pro Tem Monica Garcia
Alternate:	Councilmember Susan Rubio	Councilmember Paul C. Hernandez

<u>Section 10.</u> The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Foothill Transit Zone – *Last Friday of the Month at 7:45 a.m.; Foothill Transit Administrative Offices***
(MEMBERS RECEIVE A STIPEND – $161 per meeting)

	Existing Appointees	New Appointees
Representative:	Councilmember Ricardo Pacheco	Vacant
Alternate:	Councilmember Paul C. Hernandez	Councilmember Paul C. Hernandez

<u>Section 11.</u> The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **California Contract Cities Association (CCCA) – *3rd Wednesday at 6:00 p.m. in various locations***
(MEMBERS RECEIVE A STIPEND – No)

	Existing Appointees	New Appointees
Representative:	Mayor Pro Tem Monica Garcia	Mayor Pro Tem Monica Garcia
Alternate:	Councilmember Susan Rubio	Mayor Manuel Lozano

<u>Section 12.</u> The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Governing Board of the San Gabriel Valley Mosquito and Vector Control District–*2nd Friday at 10:00 a.m. in the District Office***
(MEMBERS RECEIVE A STIPEND – $100 per meeting)

	Existing Appointees	New Appointees
Representative:	Councilmember Cruz Baca	Mayor Manuel Lozano **Expires: 12/31/2021** per Health and Safety Code § 2024 (a)
Alternate: *Not required	Councilmember Ricardo Pacheco	Mayor Pro Tem Monica Garcia **Expires: 12/31/2021** per Health and Safety Code § 2024 (a)

<u>Section 13.</u> The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **San Gabriel Valley Council of Governments – *3rd Thursdays at 6:00 p.m. at the Municipal Water District***
(MEMBERS RECEIVE A STIPEND – $75 per meeting)

	Existing Appointees	New Appointees
Representative:	Councilmember Cruz Baca	Mayor Pro Tem Monica Garcia
Alternate:	Mayor Pro Tem Monica Garcia	Councilmember Alejandra Avila

<u>Section 14.</u> That the City Clerk shall certify to the adoption of this Resolution and shall forward copies hereof to said committees and organizations.

PASSED, APPROVED, AND ADOPTED this 15th day of July, 2020.

MANUEL LOZANO
MAYOR

ATTEST:
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES **SS:**
CITY OF BALDWIN PARK

I, LOURDES MORALES, Chief Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-037** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **July 15, 2020** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Lourdes Morales
CHIEF DEPUTY CITY CLERK

City Council Appointed Delegates to Various Organizations

Agency Name	Delegate	Alternate	Meeting Date/Place	Stipend	Contact Information
San Gabriel Valley Water Association	Manuel Lozano	Ricardo Pacheco	Quarterly Pomona Mining Company Restaurant Breakfast Meeting	No Stipend	**Contact:** Tony Zampiello tony@watermaster.org 626-815-1300 725 N. Azusa Ave. Azusa, CA 91702
Los Angeles County Sanitation District No's. 15 and 22	Manuel Lozano	Monica Garcia	4th Wednesday of the Month Joint Administration Office 1955 Workman Mill Road Whittier, CA 90601 1:30 pm	**$125** Per Meeting	**Contact:** Michael Hsu michaelhsu@lacs.org 562-908-4288 ext. 1112 1955 Workman Mill Rd. Whittier, CA 90601
League of California Cities – Los Angeles Division	Alejandra Avila	Paul C. Hernandez	1st Thursday of the Month Various locations: http://www.lacities.org 6:00 – 8:30 pm	No Stipend	**Contact:** Jennifer Quan jquan@cacities.org 626-786-5142 Regional Representative League of California Cities P.O. Box 1444 Monrovia, CA 91017
Civil Defense Area "D" General Membership	Chief of Police	Ricardo Pacheco	3rd Thursday of the Month Area D Office 500 W. Bonita Avenue Suite 5, San Dimas, CA 91773 8:30 am	No Stipend	**Contact:** Diana Manzano-Garcia dmanzano@areadonline.com 500 W. Bonita Avenue, Suite 5 San Dimas, CA 91773 909-394-3399 C: 626-201-0919
Independent Cities	Paul C. Hernandez	Alejandra Avila	2nd Thursday of the Month	No Stipend	**Contact:** Tai Sunnanon

City Council Appointed Delegates to Various Organizations

Association			Rotating Council Chambers 7:00 pm		www.icacities.org.org 1049 Havenhurst Drive #5 West Hollywood, CA 90046 424-256-5763 ica@icacities.org
Independent Cities Association Lease Finance Authority	Ricardo Pacheco	Chief of Police	As needed Basis Various Locations/Conference Calls Time Varies	**$150** Per Meeting	**Contact:** Debbie Smith debbie@icfauthority.org 877-906-0941 P.O Box 6740 Lancaster, CA 93539-6740
Los Angeles County City Selection Committee	Manuel Lozano	Monica Garcia	As needed Basis Various Locations Time Varies	No Stipend	**Contact:** Cesar Hernandez chernandez@bos.lacounty.gov 500 West Temple Street, Room B50 Suite 383 Los Angeles, CA 90012
Southern California Association of Governments	Monica Garcia	Paul C. Hernandez	Annually in May *This year: May 2-3, 2019 JW Marriot Resort & Spa 74-855 County Club Drive Palm Desert, 92260 9:30 am	No Stipend *Receives comp one night stay w/t meals	**Contact:** Tess Rey-Chapul REY@scag.ca.gov 213-236-1908 C – 808-799-6971 900 Wilshire Blvd., Ste. 1700 Los Angeles, CA 90017
Foothill Transit Zone	Ricardo Pacheco	Paul C. Hernandez	Last Friday of the Month Foothill Transit Administrative Offices 100 S. Vincent Avenue #200 West Covina, CA 91790 Governing Board: 7:45 am Executive Board: 9:00 am	**$161** Per Meeting	**Contact:** Christina Lopez clopez@foothilltransit.org 626-931-7204 • 100 S. Vincent Ave, Suite 200 West Covina, CA 91790

City Council Appointed Delegates to Various Organizations

California Contract Cities Association (CCCA)	Monica Garcia	Manuel Lozano	3rd Wednesday of the month Various Locations 6:00 – 8:00 pm	No Stipend	**Contact:** Kelli Lofing California Contract Cities Association 17315 Studebaker Rd. #210 Cerritos, CA 90703 info@contractcities.org staff@contractcities.org
Governing Board of the San Gabriel Valley Mosquito and Vector Control District	Cruz Baca ***Term Expires 12/31/2019***	Ricardo Pacheco *Alternate is not required ***Term Expires 12/31/2019***	2nd Friday of the Month 1145 N. Azusa Canyon Road West Covina, CA 91790 10:00 am	**$100** Per Meeting	**Contact:** Esther Elliot 626-814-9466 eelliott@sgvmosquito.org
San Gabriel Valley Council of Governments (SGVCOG)	Monica Garcia	Alejandra Avila	3rd Thursdays of the month at 6:00 PM Municipal Water District 602 E. Huntington, Suite B Monrovia, CA 91016 6:00 pm	**$75** Per Meeting	**Contact:** Stephanie Hernandez 1000 S. Fremont Avenue A-10N, Suite 10-210 Unit #42 Alhambra, CA 91803 shernandez@sgvocog.org 626-457-1800

ITEM NO. SA-1

STAFF REPORT

TO:	**Honorable Chair and Board Members of the Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park**
FROM:	**Rose Tam, Director of Finance**
DATE:	**July 15, 2020**
SUBJECT:	**Treasurer's Report – May 2020**

SUMMARY

Attached is the Treasurer's Report for the month of May 2020. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that the Board receive and file the Treasurer's Report for May 2020.

FISCAL IMPACT

None

BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
5/31/2020

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
State of California Local Agency Investment Fund (LAIF)							
City-Including General Fund & all other Special Revenue Funds	1.36%	Varies	Varies	$ 33,780,488.92	$ 33,780,488.92	$ 33,780,488.92	$ 33,780,488.92
Housing Authority	1.36%	Varies	Varies	13,976.67	13,976.67	13,976.67	13,976.67
				33,794,465.59	33,794,465.59	33,794,465.59	33,794,465.59
Certificate of Deposit							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	254,127.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	254,110.00
				500,000.00	500,000.00	500,000.00	508,237.50
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	9,944,593.98	9,944,593.98	9,944,593.98	9,944,593.98
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	488.95	488.95	488.95	488.95
				9,945,082.93	9,945,082.93	9,945,082.93	9,945,082.93

Total Investments	$ 44,239,548.52
Cash with Bank of the West	
City Checking	2,514,381.45
Money Market Plus	133,521.28
City Miscellaneous Cash	181,343.21
Successor Agency	157,303.61
Housing Authority	320,011.59
Financing Authority	11,700.00
Total Cash with Bank of the West	3,318,261.14
Investment Brokerage Capita Reserves (Divdend Option Cash)	0.35
Total Cash and Investments	$ 47,557,810.01

* In accordance with AB X126,the Community Development Commission is dissolved effective January 31, 2012.
The successor agency name is "The City of Baldwin Park as Successor Agency to the Community Development
Schedule of Cash and Investments includes city-wide assets as included in the Comprehensive Annual Financial Report.

* There was no investment maturity/purchase transactions made for the month of May 2020 and several deposits/withdrawals were made through the Local Agency Investment Fund.

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment Policy.

Approved by:

Ron Broelley for Rose Tam

Rose Tam
Director of Finance

ITEM NO. SA-2

STAFF REPORT

TO: Honorable Chair and Board Members of the Successor Agency to the Dissolved Community Development Commission of The City of Baldwin Park

FROM: Rose Tam, Director of Finance

DATE: July 15, 2020

SUBJECT: Successor Agency To The Dissolved Community Development Commission of The City of Baldwin Park Warrants and Demands

---

SUMMARY

Attached is the Warrants and Demands Register for the Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park to be ratified by the City Council.

RECOMMENDATION

Staff recommends that the Board ratify the attached Warrants and Demands Register.

FISCAL IMPACT

The total of the attached Warrants Register for Successor Agency of the City of Baldwin Park was $3,416.68.

BACKGROUND

The attached Claims and Demands report format meets the required information as set out in the California Government Code. Staff has reviewed the requests for expenditures for the appropriate budgetary approval and for the authorization from the department head or its designee. Pursuant to Section 37208 of the California Government Code, the Chief Executive Officer or his/her designee does hereby certify to the accuracy of the demands hereinafter referred. Payments released since the previous meeting and the following is a summary of the payment released:

1. The June 9 to July 6, 2020, Successor Agency Warrant with check number 13556 to 13557 in the total amount of $3,416.68 was made on behalf of Successor Agency of the City of Baldwin Park constituting of claim and demand against the Successor Agency of the City of Baldwin Park, are herewith presented to the City Council as required by law, and hereby ratified.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Check Register

City of Baldwin Park, CA

Check Register
By (None)

Payment Dates 06/09/2020 - 07/06/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
13556	06/11/2020	CALIFORNIA CONSULTING, IN	GRANT WRITING SERVICE FOR	890-40-405-51100-00000	1,166.68
13557	06/11/2020	HARRELL & CO ADVISORS, LLC	PREPARATION & FILING FY 18/	838-00-000-51101-14900	2,250.00
				Grand Total:	**3,416.68**

Report Summary

Fund Summary

Fund		Payment Amount
838 - BP MERGED 2017 REFINANCE		2,250.00
890 - LOW-MOD INCOME HOUSING		1,166.68
	Grand Total:	**3,416.68**

Account Summary

Account Number	Account Name	Payment Amount
838-00-000-51101-14900	PROFESSIONAL SERVICE	2,250.00
890-40-405-51100-00000	CONSULTANT SERVICES	1,166.68
	Grand Total:	**3,416.68**

Project Account Summary

Project Account Key		Payment Amount
None		3,416.68
	Grand Total:	**3,416.68**

AGENDA
BALDWIN PARK
FINANCE AUTHORITY VIRTUAL MEETING
JULY 15, 2020

7:00 PM

THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

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http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10

Manuel Lozano	**-**	**Chair**
Paul C. Hernandez	**-**	**Vice Chair**
Alejandra Avila	**-**	**Board Member**
Jean M. Ayala	**-**	**Board Member**
Monica Garcia	**-**	**Board Member**

PUBLIC COMMENTS

The public is encouraged to address the City Council or any of its Agencies listed on this agenda on any matter posted on the agenda or on any other matter within its jurisdiction. In accordance with Chapter 39 of the Baldwin Park Municipal Code, Speakers must address the Council as a whole and refrain from making impertinent, slanderous, or profane remarks or disrupt the peace of the meeting.

COMENTARIOS DEL PÚBLICO

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FINANCE AUTHORITY
REGULAR VIRTUAL MEETING – 7:00 PM

CALL TO ORDER

ROLL CALL

Board Members: Alejandra Avila, Jean M. Ayala, Monica Garcia, Vice Chair Paul C. Hernandez, and Chair Manuel Lozano

PUBLIC COMMUNICATIONS

If you wish to comment, please email your name, City of residence, item number or topic and a phone number where you will be available between the hours of 7:00 PM to 8:00 PM on July 15, 2020 to comments@baldwinpark.com. You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 5:00 PM on July 15, 2020. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.

CONSENT CALENDAR

1. **Treasurer's Report – May 2020**
   Staff recommends that the Board receive and file the Treasurer's Report for May 2020.

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy Secretary of the Finance Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 9th day of July, 2020.

Lourdes Morales,
Chief Deputy City Clerk

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ITEM NO. 1

STAFF REPORT

TO:	**Honorable Chair and Board Members of the Financing Authority**
FROM:	**Rose Tam, Director of Finance**
DATE:	**July 15, 2020**
SUBJECT:	**Treasurer’s Report – May 2020**

SUMMARY

Attached is the Treasurer’s Report for the month of May 2020. The Treasurer’s Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City’s Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that the Board receive and file the Treasurer’s Report for May 2020

FISCAL IMPACT

None

BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer’s Report be submitted to the Mayor and City Council on a monthly basis.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit “A”, Treasurer’s Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
5/31/2020

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Total Cash and Investments	$	47,557,810.01

- In accordance with AB X126,the Community Development Commission is dissolved effective January 31, 2012.
  The successor agency name is "The City of Baldwin Park as Successor Agency to the Community Development
  Schedule of Cash and Investments includes city-wide assets as included in the Comprehensive Annual Financial Report.

- There was no investment maturity/purchase transactions made for the month of May 2020 and several deposits/withdrawals were made through the Local Agency Investment Fund.

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment Policy.

Approved by:

Ron Bruelles for Rose Tam

Rose Tam
Director of Finance

AGENDA
BALDWIN PARK
HOUSING AUTHORITY VIRTUAL MEETING
JULY 15, 2020

7:00 PM

THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

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Manuel Lozano	**-**	**Chair**
Paul C. Hernandez	**-**	**Vice Chair**
Alejandra Avila		**Board Member**
Jean M. Ayala	**-**	**Board Member**
Monica Garcia	**-**	**Board Member**

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HOUSING AUTHORITY
REGULAR VIRTUAL MEETING – 7:00 PM

CALL TO ORDER

ROLL CALL

Board Members: Alejandra Avila, Jean M. Ayala, Monica Garcia, Vice Chair Paul C. Hernandez and Chair Manuel Lozano

PUBLIC COMMUNICATIONS

If you wish to comment, please email your name, City of residence, item number or topic and a phone number where you will be available between the hours of 7:00 PM to 8:00 PM on July 15, 2020 to comments@baldwinpark.com. You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 5:00 PM on July 15, 2020. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.

CONSENT CALENDAR

1. **Treasurer's Report – May 2020**
   Staff recommends that the Board receive and file the Treasurer's Report for May 2020.

2. **Baldwin Park Housing Authority's Warrants and Demands**
   Staff recommends that the Board ratify the attached Warrants and Demands Register.

3. **Amendment to the Baldwin Park Housing Authority's Section 8 Housing Choice Voucher Program Administrative Plan and Release of Request for Proposals for Project-Based Vouchers**
   Staff recommends the Board approves:
   1. The amendment to the Section 8 Housing Choice Voucher Program Administrative Plan; and
   2. The release of a Project-Based Vouchers RFP.

PUBLIC HEARING

4. **Joint Update of the City of Baldwin Park and Baldwin Park Housing Authority City-Wide Fee Schedule Based on Consumer Price Index (CIP) and other Adjustments**
   Staff recommends that the City Council of the City of Baldwin Park hold a joint Public Hearing with the Members of the Housing Authority and approve the proposed updated City-Wide Fee Schedule and corresponding Resolution Numbers CC 2020-036 and HA 2020-002. (**Item #13 on the City Council Agenda**)

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy Secretary of the Finance Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 9th day of July, 2020.

Lourdes Morales,
Chief Deputy City Clerk

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ITEM NO. 1

STAFF REPORT

TO: Honorable Chair and Board Members of the Housing Authority

FROM: Rose Tam, Director of Finance

DATE: July 15, 2020

SUBJECT: Treasurer's Report – May 2020

SUMMARY

Attached is the Treasurer's Report for the month of May 2020. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that the Board receive and file the Treasurer's Report for May 2020.

FISCAL IMPACT

None

BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
5/31/2020

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
State of California Local Agency Investment Fund (LAIF)							
City-Including General Fund & all other Special Revenue Funds	1.36%	Varies	Varies	$ 33,780,488.92	$ 33,780,488.92	$ 33,780,488.92	$ 33,780,488.92
Housing Authority	1.36%	Varies	Varies	13,976.67	13,976.67	13,976.67	13,976.67
				33,794,465.59	33,794,465.59	33,794,465.59	33,794,465.59
Certificate of Deposit							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	254,127.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	254,110.00
				500,000.00	500,000.00	500,000.00	508,237.50
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	9,944,593.98	9,944,593.98	9,944,593.98	9,944,593.98
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	488.95	488.95	488.95	488.95
				9,945,082.93	9,945,082.93	9,945,082.93	9,945,082.93

Total Investments	$	44,239,548.52
Cash with Bank of the West		
City Checking		2,514,381.45
Money Market Plus		133,521.28
City Miscellaneous Cash		181,343.21
Successor Agency		157,303.61
Housing Authority		320,011.59
Financing Authority		11,700.00
Total Cash with Bank of the West		3,318,261.14
Investment Brokerage Capita Reserves (Divdend Option Cash)		0.35
Total Cash and Investments	$	47,557,810.01

* In accordance with AB X126,the Community Development Commission is dissolved effective January 31, 2012.
The successor agency name is "The City of Baldwin Park as Successor Agency to the Community Development
Schedule of Cash and Investments includes city-wide assets as included in the Comprehensive Annual Financial Report.

* There was no investment maturity/purchase transactions made for the month of May 2020 and several deposits/withdrawals were made through the Local Agency Investment Fund.

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment Policy.

Approved by:

Ron Brosellia for Rose Tam

Rose Tam
Director of Finance

ITEM NO. 2

STAFF REPORT

TO: Honorable Chair and Board Members of the Housing Authority

FROM: Rose Tam, Director of Finance

DATE: July 15, 2020

SUBJECT: Baldwin Park Housing Authority's Warrants and Demands

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SUMMARY

Attached are the Warrants and Demands Registers for the City of Baldwin Park Housing Authority to be ratified by the Board.

RECOMMENDATION

Staff recommends that the Board ratify the attached Warrants and Demands Register.

FISCAL IMPACT

The total of the Warrants and Demands for Housing Authority was $512,729.79.

BACKGROUND

The attached Claims and Demands report format meets the required information as set out in the California Government Code. Staff has reviewed the requests for expenditures for the appropriate budgetary approval and for the authorization from the department head or its designee. Pursuant to Section 37208 of the California Government Code, the Chief Executive Officer or his/her designee does hereby certify to the accuracy of the demands hereinafter referred. Payments released since the previous meeting and the following is a summary of the payment released:

1. The June 9 to July 6, 2020 Warrant check numbers from 72334 through 72346 in the amount of $17,795.74 and Automated Clearing House (ACH) in the amount of $494,934.05 were made on behalf of City of Baldwin Park Housing Authority constituting of claims and demands, are herewith presented to the Board as required by law, and hereby ratified.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Happy Check Register & Happy Check Register ACH

Check Register Report

7/6/2020

Date Range:	06/09/2020...07/06/2020	Grouped by:	Program and Increment
VMS Date Range:	...		
Program:	1-Housing Choice Voucher	Sorted by:	Check Number
Payment Type:			
Check Numbers:	...		
Direct Deposit:	Include Direct Deposit		
Check Cleared:	All		
Port Status:	Omit Port Ins		
Zero HAPs:	Include Zero HAPs		
Voided Payments:	Omit Voided Payments		
Held Checks:	Exclude Held Checks		

Housing Choice Voucher

✓ Check Number	Check Date	VMS Date	Payee Name	DD	Amount
☐ 22998	06/19/2020	06/01/2020	Rosa Lamas-Serratos	☒	$94.00
☐ 22999	06/19/2020	03/10/2020	Mohamad Tavakkoli	☒	$3372.00
☐ 23000	06/19/2020	03/10/2020	Blessed Rock of El Monte	☒	$6654.00
☐ 23001	06/19/2020	03/10/2020	Brookhollow Apartments	☒	$4199.00
☐ 23002	06/19/2020	06/01/2020	Chuen Lau	☒	$370.00
☐ 23003	07/01/2020	07/01/2020	Y & H Investment, Inc.	☒	$1635.00
☐ 23004	07/01/2020	07/01/2020	Eunice Property, LLC	☒	$1173.00
☐ 23005	07/01/2020	07/01/2020	Dimitris Papadopoulous	☒	$883.00
☐ 23006	07/01/2020	07/01/2020	Wilson Apartment Associates L.P.	☒	$3137.00
☐ 23007	07/01/2020	07/01/2020	Monet Huong Nguyen	☒	$2071.00
☐ 23008	07/01/2020	07/01/2020	ASCENSION HOLDINGS LLC	☒	$1078.00
☐ 23009	07/01/2020	07/01/2020	Tom Cinquegrani	☒	$1075.00
☐ 23010	07/01/2020	07/01/2020	Louis Tong	☒	$1030.00
☐ 23011	07/01/2020	07/01/2020	Mark T. Fernandez	☒	$413.00
☐ 23012	07/01/2020	07/01/2020	Melody (Muoi) Dao	☒	$1331.00
☐ 23013	07/01/2020	07/01/2020	John W. Ruwitch and Anh Lam Truong	☒	$1187.00
☐ 23014	07/01/2020	07/01/2020	SAE GROUP, LLC	☒	$1298.00
☐ 23015	07/01/2020	07/01/2020	Wei Zhen Su	☒	$570.00
☐ 23016	07/01/2020	07/01/2020	Mallorca Apartments, LTD	☒	$1105.00
☐ 23017	07/01/2020	07/01/2020	The Sam Gurfinkel and Renee	☒	$1358.00
☐ 23018	07/01/2020	07/01/2020	Michael I. or Ling Brooks	☒	$1575.00
☐ 23019	07/01/2020	07/01/2020	Donna J Falls	☒	$746.00
☐ 23020	07/01/2020	07/01/2020	Cipriano Salazar Jr.	☒	$1108.00
☐ 23021	07/01/2020	07/01/2020	Dung Tran	☒	$402.00
☐ 23022	07/01/2020	07/01/2020	Monrovia 612, LP	☒	$10533.00
☐ 23023	07/01/2020	07/01/2020	Leslie K Ng	☒	$1227.00
☐ 23024	07/01/2020	07/01/2020	Peter R Nasmyth	☒	$646.00
☐ 23025	07/01/2020	07/01/2020	Quoc T. Vo	☒	$941.00
☐ 23026	07/01/2020	07/01/2020	Orange County Housing Authority	☒	$947.70
☐ 23027	07/01/2020	07/01/2020	Lien Diep	☒	$1094.00
☐ 23028	07/01/2020	07/01/2020	Rosa Lamas-Serratos	☒	$1035.00
☐ 23029	07/01/2020	07/01/2020	Primrose Villa	☒	$4421.00

☐ 23030	07/01/2020	07/01/2020	Vinh H. Lai	☒	$1007.00
☐ 23031	07/01/2020	07/01/2020	Malcolm Oso	☒	$624.00
☐ 23032	07/01/2020	07/01/2020	Dieu-Thuy Nu Ton	☒	$1610.00
☐ 23033	07/01/2020	07/01/2020	Dajojo, LLC	☒	$956.00
☐ 23034	07/01/2020	07/01/2020	Lan Hua Mi Ku	☒	$1188.00
☐ 23035	07/01/2020	07/01/2020	Maria Luz Rodriguez	☒	$1307.00
☐ 23036	07/01/2020	07/01/2020	Dinghwa Eddy Liu	☒	$1362.00
☐ 23037	07/01/2020	07/01/2020	Billy Theodorakopoulos	☒	$1021.00
☐ 23038	07/01/2020	07/01/2020	Wai Keng Tam	☒	$1044.00
☐ 23039	07/01/2020	07/01/2020	Don Norwood	☒	$1115.00
☐ 23040	07/01/2020	07/01/2020	Aaron Abdus Shakoor	☒	$1244.00
☐ 23041	07/01/2020	07/01/2020	Ana Thai	☒	$929.00
☐ 23042	07/01/2020	07/01/2020	Larry Chow	☒	$3430.00
☐ 23043	07/01/2020	07/01/2020	Antonio & Aida Rinos	☒	$964.00
☐ 23044	07/01/2020	07/01/2020	T & T Asset Holding, LLC	☒	$2692.00
☐ 23045	07/01/2020	07/01/2020	Michael Alfred Alarcon	☒	$1328.00
☐ 23046	07/01/2020	07/01/2020	Mousa Boushaaya	☒	$1177.00
☐ 23047	07/01/2020	07/01/2020	Tuan Viet Ho	☒	$1855.00
☐ 23048	07/01/2020	07/01/2020	Housing Authority Of The County Of	☒	$5122.91
☐ 23049	07/01/2020	07/01/2020	Jun Ye and Ming Feng	☒	$1590.00
☐ 23050	07/01/2020	07/01/2020	El Monte Housing Partners LP - The	☒	$5279.00
☐ 23051	07/01/2020	07/01/2020	Joseph T. Tung	☒	$1088.00
☐ 23052	07/01/2020	07/01/2020	Alamitas LLC	☒	$1780.00
☐ 23053	07/01/2020	07/01/2020	Luan Trong Hoang	☒	$802.00
☐ 23054	07/01/2020	07/01/2020	Andrew & Eva Fogg	☒	$936.00
☐ 23055	07/01/2020	07/01/2020	Heritage Park Villas LP	☒	$17719.00
☐ 23056	07/01/2020	07/01/2020	Mohamad Tavakkoli	☒	$8336.00
☐ 23057	07/01/2020	07/01/2020	Tyler Court Associates, LP	☒	$509.00
☐ 23058	07/01/2020	07/01/2020	Palo Verde Apartments, LP	☒	$948.00
☐ 23059	07/01/2020	07/01/2020	Ha X Van	☒	$2981.00
☐ 23060	07/01/2020	07/01/2020	Chen Jackson	☒	$626.00
☐ 23061	07/01/2020	07/01/2020	Philip Tsui	☒	$808.00
☐ 23062	07/01/2020	07/01/2020	Paul Yen	☒	$204.00
☐ 23063	07/01/2020	07/01/2020	Mie Chen	☒	$2021.00
☐ 23064	07/01/2020	07/01/2020	Becky Binh Nguyet Luu or Eddie Ma	☒	$1641.00
☐ 23065	07/01/2020	07/01/2020	Thomas Pang	☒	$1169.00
☐ 23066	07/01/2020	07/01/2020	Tinh Van Le	☒	$738.00
☐ 23067	07/01/2020	07/01/2020	Ngoc T. Lieu	☒	$2177.00
☐ 23068	07/01/2020	07/01/2020	Alfred Tai-Kong Ho and Lisa Chen	☒	$861.00
☐ 23069	07/01/2020	07/01/2020	1015 West Garvey West Covina, LP	☒	$614.00
☐ 23070	07/01/2020	07/01/2020	Covina 023 Woods 206 LP c/o	☒	$1042.00
☐ 23071	07/01/2020	07/01/2020	Doreen Han	☒	$679.00
☐ 23072	07/01/2020	07/01/2020	Roland Wiekamp	☒	$1296.00
☐ 23073	07/01/2020	07/01/2020	PI Properties No. 94 LLC	☒	$1476.00
☐ 23074	07/01/2020	07/01/2020	AMFP IV Atrium LLC c/o Abacus	☒	$2350.00
☐ 23075	07/01/2020	07/01/2020	Siu Fung Mak	☒	$491.00

☐ 23076	07/01/2020	07/01/2020	Baldwin Park Family Housing Limited	☒	$13223.00
☐ 23077	07/01/2020	07/01/2020	Grace Chiou	☒	$1212.00
☐ 23078	07/01/2020	07/01/2020	Marina Alvarez	☒	$1704.00
☐ 23079	07/01/2020	07/01/2020	Sui Man Mak	☒	$888.00
☐ 23080	07/01/2020	07/01/2020	Henry Wong	☒	$2345.00
☐ 23081	07/01/2020	07/01/2020	West Covina Senior Villas II, LP	☒	$540.00
☐ 23082	07/01/2020	07/01/2020	Dung Trung Pham and Tammy Tram	☒	$415.00
☐ 23083	07/01/2020	07/01/2020	Francisco J. Sanchez and Gloria	☒	$919.00
☐ 23084	07/01/2020	07/01/2020	John Young	☒	$1101.00
☐ 23085	07/01/2020	07/01/2020	Blessed Rock of El Monte	☒	$16910.00
☐ 23086	07/01/2020	07/01/2020	Vintage West Covina	☒	$9566.00
☐ 23087	07/01/2020	07/01/2020	Alfonso Contreras	☒	$425.00
☐ 23088	07/01/2020	07/01/2020	Alta Vista Villas, LP c/o Yale	☒	$793.00
☐ 23089	07/01/2020	07/01/2020	Miriam Barrera	☒	$1923.00
☐ 23090	07/01/2020	07/01/2020	West Covina Seniors Villas I	☒	$1711.00
☐ 23091	07/01/2020	07/01/2020	Brookhollow Apartments	☒	$9621.00
☐ 23092	07/01/2020	07/01/2020	Alexander Chan	☒	$1752.00
☐ 23093	07/01/2020	07/01/2020	Kimberly U Dao	☒	$891.00
☐ 23094	07/01/2020	07/01/2020	Alan Wu	☒	$805.00
☐ 23095	07/01/2020	07/01/2020	Henry Ho	☒	$1048.00
☐ 23096	07/01/2020	07/01/2020	PAMA IV Properties, LP	☒	$3374.00
☐ 23097	07/01/2020	07/01/2020	Roger Hin Nam Mak	☒	$8192.00
☐ 23098	07/01/2020	07/01/2020	LAT Investments, LLC	☒	$3659.00
☐ 23099	07/01/2020	07/01/2020	Xitlalai Sanchez	☒	$1264.00
☐ 23100	07/01/2020	07/01/2020	Mary L Haynes	☒	$898.00
☐ 23101	07/01/2020	07/01/2020	Clinett Glazis	☒	$749.00
☐ 23102	07/01/2020	07/01/2020	Jim & Nancy Bailey	☒	$581.00
☐ 23103	07/01/2020	07/01/2020	Kimberly Nguyen	☒	$721.00
☐ 23104	07/01/2020	07/01/2020	Hilbert Properties II	☒	$734.00
☐ 23105	07/01/2020	07/01/2020	Joseph M. Kwok	☒	$2192.00
☐ 23106	07/01/2020	07/01/2020	Mack E Titus	☒	$665.00
☐ 23107	07/01/2020	07/01/2020	William J Rogers	☒	$986.00
☐ 23108	07/01/2020	07/01/2020	Alejandra Gutierrez	☒	$746.00
☐ 23109	07/01/2020	07/01/2020	Angelica Garcia	☒	$1062.00
☐ 23110	07/01/2020	07/01/2020	Sophia Wong	☒	$1111.00
☐ 23111	07/01/2020	07/01/2020	Lois J Gaston	☒	$1538.00
☐ 23112	07/01/2020	07/01/2020	Doan & Lily Thi	☒	$1650.00
☐ 23113	07/01/2020	07/01/2020	El Monte Affordable Housing Partner	☒	$162.00
☐ 23114	07/01/2020	07/01/2020	Jose Baudelio Delgado	☒	$1550.00
☐ 23115	07/01/2020	07/01/2020	Larry Mimms	☒	$1067.00
☐ 23116	07/01/2020	07/01/2020	Jaime Jimenez	☒	$753.00
☐ 23117	07/01/2020	07/01/2020	Guillermo Vasquez	☒	$919.00
☐ 23118	07/01/2020	07/01/2020	Joe Diaz	☒	$1638.00
☐ 23119	07/01/2020	07/01/2020	Raul Varela Ayala	☒	$874.00
☐ 23120	07/01/2020	07/01/2020	Fat Law	☒	$895.00
☐ 23121	07/01/2020	07/01/2020	Kan Investments LTD, LLC	☒	$542.00

☐ 23122	07/01/2020	07/01/2020	Dwight Chang	☒	$1632.00
☐ 23123	07/01/2020	07/01/2020	Cameron Park Community Partners,	☒	$1034.00
☐ 23124	07/01/2020	07/01/2020	Jun Tang	☒	$472.00
☐ 23125	07/01/2020	07/01/2020	Thanh M Tang	☒	$835.00
☐ 23126	07/01/2020	07/01/2020	Lourdes Vela	☒	$2704.00
☐ 23127	07/01/2020	06/01/2020	Philip & Fanny Kwok	☒	$1978.00
☐ 23128	07/01/2020	07/01/2020	Woodside Village Apartments LP	☒	$9893.00
☐ 23129	07/01/2020	07/01/2020	Robert Lawe	☒	$869.00
☐ 23130	07/01/2020	07/01/2020	Cynthia Pham	☒	$758.00
☐ 23131	07/01/2020	07/01/2020	Fanny Chan	☒	$800.00
☐ 23132	07/01/2020	07/01/2020	Baldwin Rose LP	☒	$1087.00
☐ 23133	07/01/2020	07/01/2020	Kwan Chiang	☒	$1148.00
☐ 23134	07/01/2020	07/01/2020	Sergio Molina	☒	$275.00
☐ 23135	07/01/2020	07/01/2020	Velma Alarcon	☒	$591.00
☐ 23136	07/01/2020	07/01/2020	Chuen Lau	☒	$1741.00
☐ 23137	07/01/2020	07/01/2020	Tanya H Chen	☒	$2089.00
☐ 23138	07/01/2020	07/01/2020	Vijay Gulati	☒	$4509.00
☐ 23139	07/01/2020	07/01/2020	Joseph H. Garcia	☒	$2495.00
☐ 23140	07/01/2020	07/01/2020	Xue Fen Xu	☒	$1212.00
☐ 23141	07/01/2020	07/01/2020	Lark Ellen Village	☒	$9034.00
☐ 23142	07/01/2020	07/01/2020	Eric C. Otte	☒	$762.00
☐ 23143	07/01/2020	07/01/2020	Kim Chau	☒	$872.00
☐ 23144	07/01/2020	07/01/2020	Aurelio and Maria Blanco	☒	$1300.00
☐ 23145	07/01/2020	07/01/2020	Bharat B. Garg, Darshana Garg and	☒	$1741.00
☐ 2314[illegible]	07/01/2020	07/01/2020	Xuyen Thach [illegible]	☒	$809[illegible].00
☐ 23147	07/01/2020	07/01/2020	EZ APT LLC	☒	$1351.00
☐ 23148	07/01/2020	07/01/2020	Lucena A Ewing	☒	$2908.00
☐ 23149	07/01/2020	07/01/2020	Jocelyn Jae Jhong	☒	$2344.00
☐ 23150	07/01/2020	07/01/2020	Virginia Carlson	☒	$1136.00
☐ 23151	07/01/2020	07/01/2020	Emilio De Jesus Cruz	☒	$1024.00
☐ 23152	07/01/2020	07/01/2020	Dinh Thom Tran	☒	$1706.00
☐ 23153	07/01/2020	07/01/2020	Isabel R Sanchez	☒	$1081.00
☐ 23154	07/01/2020	07/01/2020	Cienega Garden Apartments	☒	$3250.00
☐ 23155	07/01/2020	07/01/2020	Therisa L Tyck	☒	$1180.00
☐ 23156	07/01/2020	07/01/2020	Vinh Hong Lai	☒	$882.00
☐ 23157	07/01/2020	07/01/2020	Doreen E. Ewing	☒	$2582.00
☐ 23158	07/01/2020	07/01/2020	Olive RE Holdings, LLC	☒	$3514.00
☐ 23159	07/01/2020	07/01/2020	Moller Property Management	☒	$1011.00
☐ 23160	07/01/2020	07/01/2020	TDF LP - Pacific Towers c/o Winn	☒	$12029.00
☐ 23161	07/01/2020	07/01/2020	TDF LP - Pacific Towers c/o Winn	☒	$3977.00
☐ 23162	07/01/2020	07/01/2020	Paul & Annie W Chau	☒	$1009.00
☐ 23163	07/01/2020	07/01/2020	LEFA Trust	☒	$1052.00
☐ 23164	07/01/2020	07/01/2020	Gilbert Dominguez	☒	$5481.00
☐ 23165	07/01/2020	07/01/2020	German Ghibaudo	☒	$1105.00
☐ 23166	07/01/2020	07/01/2020	Monica Alber	☒	$872.00
☐ 23167	07/01/2020	07/01/2020	Ortencia Banuelos	☒	$547.00

☐ 23168	07/01/2020	07/01/2020	Up Hill Investment Inc.	☒	$1507.00
☐ 23169	07/01/2020	07/01/2020	Dieu Van Huynh	☒	$954.00
☐ 23170	07/01/2020	07/01/2020	Badillo Street Senior Apartments, LLC	☒	$14801.00
☐ 23171	07/01/2020	07/01/2020	Monrovia Heritage Park LP	☒	$19287.00
☐ 23172	07/01/2020	07/01/2020	Jiarong Chen c/o El Camino Property	☒	$921.00
☐ 23173	07/01/2020	07/01/2020	Los Angeles County Housing Authority	☒	$2857.44
☐ 23174	07/01/2020	07/01/2020	James or Barbara Fox	☒	$1112.00
☐ 23175	07/01/2020	07/01/2020	Mayra Ortega	☒	$982.00
☐ 23176	07/01/2020	07/01/2020	Sel Homes LLC	☒	$6991.00
☐ 23177	07/01/2020	07/01/2020	Hui Chuan Wang	☒	$2991.00
☐ 23178	07/01/2020	07/01/2020	725-731 W. Duarte Rd, LLC	☒	$2516.00
☐ 23179	07/01/2020	07/01/2020	Nhan Nguyen and Amy Tran	☒	$2108.00
☐ 23180	07/01/2020	07/01/2020	Paul P Simon	☒	$1050.00
☐ 23181	07/01/2020	07/01/2020	RAMONA BLVD. FAMILY	☒	$5370.00
☐ 23182	07/01/2020	07/01/2020	Maria Martha Martinez	☒	$2336.00
☐ 23183	07/01/2020	07/01/2020	Greater San Gabriel Valley Property	☒	$1814.00
☐ 23184	07/01/2020	07/01/2020	Ronald & Pamela Layne	☒	$516.00
☐ 23185	07/01/2020	07/01/2020	Annette C Scott	☒	$1472.00
☐ 23186	07/01/2020	07/01/2020	Denise Van Pham	☒	$1250.00
☐ 23187	07/01/2020	07/01/2020	1024 Royal Oaks LP dba Whispering	☒	$12083.00
☐ 23188	07/01/2020	07/01/2020	Derek Sim	☒	$995.00
☐ 23189	07/01/2020	07/01/2020	Allan M. & Virginia J Chipp and Ralph	☒	$3367.00
☐ 23190	07/01/2020	07/01/2020	Amparo M Limon	☒	$416.00
☐ 23191	07/01/2020	07/01/2020	Zi Jian [illegible]	☒	$1276.00
☐ 23192	07/01/2020	07/01/2020	[illegible]	☒	[illegible]
☐ 23193	07/01/2020	07/01/2020	Jaime Barcena	☒	$1070.00
☐ 23194	07/01/2020	07/01/2020	Monica D Mao	☒	$1436.00
☐ 23195	07/01/2020	07/01/2020	Shiu-Ein Huang	☒	$939.00
☐ 23196	07/01/2020	07/01/2020	LAI MING LEUNG	☒	$561.00
☐ 23197	07/01/2020	07/01/2020	The Promenade Housing Partners, LP	☒	$3394.00
☐ 23198	07/01/2020	07/01/2020	Paramjit S Nijjar	☒	$2902.00
☐ 23199	07/01/2020	07/01/2020	Estate of Rosetta Mix	☒	$839.00
☐ 23200	07/01/2020	07/01/2020	Rosa Beltran	☒	$984.00
☐ 23201	07/01/2020	07/01/2020	James Ronald Nguyen	☒	$878.00
☐ 23202	07/01/2020	07/01/2020	John Nguyen	☒	$931.00
☐ 23203	07/01/2020	07/01/2020	Takis Bogris	☒	$684.00
☐ 23204	07/01/2020	07/01/2020	Ynfante Holdings I, LLC	☒	$726.00
☐ 23205	07/01/2020	07/01/2020	Roman Basin	☒	$573.00
☐ 23206	07/01/2020	07/01/2020	Nomer Lacson	☒	$1098.00
☐ 23207	07/01/2020	07/01/2020	Anna & Simon Choi	☒	$1320.00
☐ 23208	07/01/2020	07/01/2020	Fenistine Nagengast	☒	$345.00
☐ 23209	07/01/2020	07/01/2020	Tanya Hang Chen	☒	$1199.00
☐ 23210	07/01/2020	07/01/2020	Chung Thi Pham	☒	$1840.00
☐ 23211	07/01/2020	07/01/2020	Rosie Leon	☒	$869.00
☐ 23212	07/01/2020	07/01/2020	Roy Lam	☒	$1052.00
☐ 23213	07/01/2020	07/01/2020	Nancy H Shen	☒	$888.00

☐ 23214	07/01/2020	07/01/2020	Olie S Johnson	☒	$876.00
☐ 23215	07/01/2020	07/01/2020	Joe Clark	☒	$596.00
☐ 23216	07/01/2020	07/01/2020	Richard A DaSylveira	☒	$623.00
☐ 23217	07/01/2020	07/01/2020	Sara Romo	☒	$1386.00
☐ 23218	07/01/2020	07/01/2020	Jeff Ma	☒	$978.00
☐ 23219	07/01/2020	07/01/2020	T & P Property LLC	☒	$830.00
☐ 23220	07/01/2020	07/01/2020	Singing Wood Senior Housing LP	☒	$10797.00
☐ 23221	07/01/2020	07/01/2020	Michael H Phuong	☒	$826.00
☐ 23222	07/01/2020	07/01/2020	Sitara B. Mamdani	☒	$1683.00
☐ 23223	07/01/2020	07/01/2020	Joseph Pham	☒	$824.00
☐ 23224	07/01/2020	07/01/2020	Garvey Senior Affordable Partners, LP	☒	$2112.00
☐ 23225	07/01/2020	07/01/2020	Sylvester Carter	☒	$1182.00
☐ 23226	07/01/2020	07/01/2020	Fred Lau	☒	$994.00

Housing Choice Voucher

Total	**$494,934.05**
Average	**$946.34**
Unit Count	**503**
Average Weighted by Unit Count	**$977.37**
Hard to House Count	**4**

Check Register Report

7/6/2020

Date Range:	06/09/2020...07/06/2020		Grouped by:	Program and Increment
VMS Date Range:	...			
Program:	1-Housing Choice Voucher		Sorted by:	Check Number
Payment Type:				
Check Numbers:	...			
Direct Deposit:	Exclude Direct Deposit			
Check Cleared:	All			
Port Status:	Omit Port Ins			
Zero HAPs:	Include Zero HAPs			
Voided Payments:	Omit Voided Payments			
Held Checks:	Exclude Held Checks			

Housing Choice Voucher

✓	Check Number	Check Date	VMS Date	Payee Name	DD	Amount
☐	72334	06/19/2020	03/01/2020	Alexander Chan	☐	$7008.00
☐	72335	06/19/2020	03/04/2020	Jaime Jimenez	☐	$2939.00
☐	72336	06/19/2020	03/11/2020	James Ronald Nguyen	☐	$3229.00
☐	72337	07/01/2020	07/01/2020	Bertha Cedillo	☐	$72.00
☐	72338	07/01/2020	07/01/2020	Vanessa G Ross	☐	$22.00
☐	72339	07/01/2020	07/01/2020	Ghia Genee Bailey	☐	$28.00
☐	72340	07/01/2020	07/01/2020	Nora M. Aguila	☐	$12.00
☐	72341	07/01/2020	07/01/2020	Annie L Henderson	☐	$17.00
☐	72342	07/01/2020	07/01/2020	Yesenia Viviana Elizarraras	☐	$64.00
☐	72343	07/01/2020	07/01/2020	Leticia A Aguirre	☐	$2.00
☐	72344	07/01/2020	07/01/2020	Eternal Link LLC	☐	$1536.00
☐	72345	07/01/2020	07/01/2020	City of Carlsbad	☐	$751.74
☐	72346	07/01/2020	05/19/2020	JM Lam Investment LLC	☐	$2115.00

Housing Choice Voucher		
	Total	**$17,795.74**
	Average	**$711.83**
	Unit Count	**14**
	Average Weighted by Unit Count	**$1,135.43**
	Hard to House Count	**3**

ITEM NO. 3

STAFF REPORT

TO: Honorable Chair and Members of the Housing Authority

FROM: Benjamin Martinez, Director of Community Development

PREPARED BY: Carol Averell, Housing Manager

DATE: July 15, 2020

SUBJECT: Amendment to the Baldwin Park Housing Authority's Section 8 Housing Choice Voucher Program Administrative Plan and Release of Request for Proposals for Project-Based Vouchers

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SUMMARY

The purpose of this staff report is to request that the Housing Authority Board consider the approval of an amendment to the Administrative Plan ("Plan") for the Section 8 Housing Choice Voucher Program to incorporate Chapter 17 Project-Based Vouchers and authorize staff to release a Project-Based Vouchers Request for Proposals (RFP).

RECOMMENDATION

Staff recommends the Board approves:

1. The amendment to the Section 8 Housing Choice Voucher Program Administrative Plan; and
2. The release of a Project-Based Vouchers RFP.

FISCAL IMPACT

There is no impact to the General Fund.

BACKGROUND / DISCUSSION

The Baldwin Park Housing Authority (BPHA), known as the Public Housing Agency (PHA), receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development (HUD). The BPHA is a public housing agency, a separate governmental or public body from the City Council, was created and authorized by state law to develop and operate housing and housing programs for low-income families. The BPHA enters into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. PHA's must adopt and implement policies for admission and occupancy, eligibility, selection and assignment, hardships, change in income, definition of elderly, recertifications, establishing rents, lease requirements, and other specific criteria. The policies that the PHA has implemented are included in this Administrative Plan, however the PHA must review and update the Administrative Plan as needed to reflect changes in regulations, initiatives, PHA operations, or to ensure staff consistency with operations.

Staff is recommending that the BPHA implement a Project-Based Voucher (PBV) Program so it is required to review the Plan in order to incorporate HUD regulations and PHA policies related to the PBV program. The PBV program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 30 percent of its authorized units and attach the funding to specific units rather than using it for tenant-based assistance. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities included in the PBV program are the following topics:

- Part I: General Requirements
- Part II: PBV Owner Proposals
- Part III: Dwelling Units
- Part IV: Rehabilitated and Newly Constructed Units
- Part V: Housing Assistance Payments Contract
- Part VI: Selection of PBV Program Participants
- Part VII: Occupancy
- Part VII: Determine Rent to Owner
- Part IX: Payments to Owner

Once the PBV Program is established, the BPHA will release a Request for Proposals in accordance with HUD program regulations and the PHA administrative plan to interested affordable housing developers. The proposals must be selected on a competitive basis.

Staff is recommending to publish a public notice to advertise a Request for Proposals (RFP) for PBVs for rehabilitated and newly constructed housing. The BPHA must publish this notice in the newspaper at least one day per week for three consecutive weeks. The BPHA is proposing the following timeline for the PBV RFP:

PBV Action Steps	Due Date
Issue Public Notice	Thursday, July 16, 2020
Publish 2nd Notice	Thursday, July 23, 2020
Publish 3rd Notice	Thursday, July 30, 2020
PBV RFP Due	Monday, August 10, 2020
Preliminary review of RFP's submitted	Monday, August 17, 2020
Evaluate Proposals (Evaluation Panel)	Monday, September 7, 2020
Evidence that site meets site selection standards	Monday, September 21, 2020
Recommend PBV sites for board approval (per procurement policy)	Wednesday, October 21, 2020
Provide preliminary award letters to owners	Wednesday, November 4, 2020

Staff will also publish the availability of the RFP on the City's website and with affordable housing organizational websites.

LEGAL REVIEW
Legal review is not required for the amendment of the BPHA Administrative Plan.

ALTERNATIVE
City Council may direct staff with a desired alternative.

ATTACHMENTS
1. BPHA Administrative Plan Update
2. PBV RFP

Introduction

ABOUT THE REFERENCES CITED IN THE ADMINISTRATIVE PLAN

AUTHORITIES FOR POLICIES IN THE ADMINISTRATIVE PLAN

The authority for Public Housing Authority policies is derived from many sources. Primary among these sources are federal statues, federal regulations, and guidance issued by HUD. State law also directs PHA policy. State law must be followed where such law exists and does not conflict with federal regulations. Industry practice may also be used to develop policy as long as it does not conflict with federal requirements or prohibitions.

HUD

HUD provides the primary source of PHA policy through federal regulations, HUD notices and handbooks. Compliance with federal regulations, current HUD notices, and current HUD handbooks is mandatory.

HUD also provides guidance to PHAs through other means such as HUD-published guidebooks, expired HUD notices, and expired handbooks. Basing PHA policy on HUD guidance is optional, as long as PHA policies comply with federal law, federal regulations and mandatory policy. Because HUD has already determined that the guidance it provides is consistent with mandatory policies, PHA reliance on HUD guidance provides the PHA with a “safe harbor.”

Material posted on the HUD website can provide further clarification of HUD policies. For example, FAQs on the HUD website can provide direction on the application of federal regulations in various aspects of the program.

State Law

Where there is no mandatory federal guidance, PHAs must comply with state law, if it exists. Where state law is more restrictive than federal law, but does not conflict with it, the PHA should follow the state law.

Industry Practice

Where no law or HUD authority exists on a particular subject, industry practice may support PHA policy. Industry practice refers to a way of doing things or a policy that has been adopted by a majority of PHAs.

RESOURCES CITED IN THE ADMINISTRATIVE PLAN

The Administrative Plan cites several documents. Where a document or resource is cited frequently, it may be abbreviated. Where it is cited only once or twice, the Administrative Plan may contain the entire name of the document or resource.

Following is a key to abbreviations used for various sources that are frequently cited in the administrative plan and a list of references and document locations that are referenced in the Administrative Plan or that may be helpful to you.

Abbreviations

Throughout the Administrative Plan, abbreviations are used to designate certain documents in citations. The following is a table of abbreviations of documents cited in the Administrative Plan.

Abbreviation	Document
CFR	Code of Federal Regulations
HCV GB	Housing Choice Voucher Program Guidebook (7420.10G), April 2001.
HUD-50058 IB	HUD-50058 Instruction Booklet
RHIIP FAQs	Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions.
VG	PIH Notice 2004-01 Verification Guidance, March 9, 2004.
HB 4350.3	Occupancy Requirements of Subsidized Multifamily Housing Programs

Resources and Where to Find Them

Following is a list of resources helpful to the PHA or referenced in the Administrative Plan, and the online location of each.

Document and Location
Code of Federal Regulations http://www.gpoaccess.gov/cfr/index.html
Earned Income Disregard FAQ www.hud.gov/offices/pih/phr/about/ao_faq_eid.cfm
Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Final Rule http://edocket.access.gpo.gov/2008/pdf/E8-19435.pdf

Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data http://www.hud.gov/offices/pih/programs/ph/rhiip/docs/eivsecguidepha.pdf
Executive Order 11063 http://www.hud.gov/offices/fheo/FHLaws/EXO11063.cfm
Federal Register http://www.access.gpo.gov/su_docs/aces/fr-cont.html
General Income and Rent Determination FAQs www.hud.gov/offices/pih/programs/ph/rhiip/faq_gird.cfm
Housing Choice Voucher Program Guidebook (7420.10G), April 2001 www.hud.gov/offices/pih/programs/hcv/forms/guidebook.cfm
HUD-50058 Instruction Booklet http://portal.hud.gov/hudportal/documents/huddoc?id=50058i.pdf
Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004 http://www.hud.gov/offices/fheo/library/huddojstatement.pdf
Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007 http://www.hud.gov/offices/fheo/promotingfh/FederalRegistepublishedguidance.pdf
Notice PIH 2012-10, Verification of Social Security Numbers (SSNs) and Supplemental Security Income (SSI) Benefits and Effective Use of the Enterprise Income Verification (EIV) System's Identity Verification Report http://portal.hud.gov/huddoc/pih2012-10.pdf
Notice PIH 2010-19, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System http://www.hud.gov/offices/pih/publications/notices/10/pih2010-19.pdf

Notice PIH 2010-26 (HA), Nondiscrimination and Accessibility Notice http://www.hud.gov/offices/pih/publications/notices/10/pih2010-26.pdf
OMB Circular A-133 http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2010
Project-Based Voucher Program; Final Rule http://www.gpo.gov/fdsys/pkg/FR-2005-10-13/pdf/05-20035.pdf
Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions. www.hud.gov/offices/pih/programs/ph/rhiip/faq.cfm
VAWA Final Rule http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf
Verification FAQ www.hud.gov/offices/pih/programs/ph/rhiip/faq_verif.cfm
Verification Guidance, March 2004 (attachment to Notice PIH 2004-1) http://www.hud.gov/offices/pih/publications/notices/04/verifguidance.pdf

The HUD web site is http://portal.hud.gov/hudportal/HUD

Guidebooks, handbooks and other HUD resources may be found at the HUD Clips web site: http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips

Chapter 1

OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION

The Baldwin Park Housing Authority (BPHA), known as the Public Housing Agency (PHA), receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development (HUD). The BPHA is not a federal department or agency. A public housing agency is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. The PHA enters into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. The PHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about the PHA and its programs with emphasis on the HCV program. It also contains information about the purpose, intent and use of the plan and guide.

There are three parts to this chapter:

Part I: The Public Housing Agency (PHA). This part includes a description of the PHA, its jurisdiction, its programs, and its mission and intent.

Part II: The HCV Program. This part contains information about the Housing Choice Voucher program operation, roles and responsibilities, and partnerships.

Part III: The HCV Administrative Plan. This part discusses the purpose and organization of the plan and its revision requirements.

PART I: THE PHA

1-I.A. OVERVIEW

This part explains the origin of the PHA's creation and authorization, the general structure of the organization, and the relationship between the PHA Board and staff.

1-I.B. ORGANIZATION AND STRUCTURE OF THE PHA

The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by the Baldwin Park Housing Authority for the jurisdiction of the cities of Baldwin Park, West Covina, El Monte, South El Monte, and Monrovia in the County of Los Angeles.

The officials of the Housing Authority are known as the Housing Authority Board members or, collectively, as the Housing Authority Board. Housing Authority Board members are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which the PHA conducts business, ensuring that policies are followed by PHA staff and ensuring that the PHA is successful in its mission. The Board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability.

Formal actions of the PHA are taken through written resolutions, adopted by the Housing Authority Board and entered into the official records of the PHA.

The principal staff member of the PHA is the executive director (ED), hired and appointed by the Housing Authority Board. The executive director is directly responsible for carrying out the policies established by the Board and is delegated the responsibility for hiring, training and supervising the PHA staff in order to manage the day-to-day operations of the PHA. The executive director is responsible for ensuring compliance with federal and state laws and directives for the programs managed. In addition, the executive director's duties include budgeting and financial planning for the agency.

1-I.C. PHA MISSION

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides guiding direction for developing strategy, defining critical success factors, searching out key opportunities, making resource allocation choices, satisfying clients and stakeholders, and making decisions.

> BPHA Policy
>
> The Baldwin Park Housing Authority's mission is to provide safe, decent, and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

1-I.D. THE PHA'S PROGRAMS

The following programs are included under this administrative plan:

<u>BPHA Policy</u>

The Baldwin Park Housing Authority's administrative plan is applicable to the operation of the Housing Choice Voucher program. In addition, the administrative plan addresses policies for the following program, which is optional for the Baldwin Park Housing Authority to implement:

Family Self-Sufficiency Program (the policies set forth in this Plan do pertain to families participating in the FSS Program. However, there is an FSS Action Plan, which addresses the operations and guidelines of the FSS program.

1-I.E. THE PHA'S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, the PHA is committed to providing excellent service to HCV program participants, owners, and to the community. The PHA's standards include:

- Administer applicable federal and state laws and regulations to achieve high ratings in performance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
- Provide decent, safe, and sanitary housing – in compliance with program housing quality standards – for very low income families while ensuring that family rents are fair, reasonable, and affordable.
- Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services' needs.
- Promote fair housing and the equal opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.
- Promote a housing program, which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.
- Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.
- Create positive public awareness and expand the level of family, owner, and community support in accomplishing the PHA's mission.
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and a high level of commitment to our employees and their development.

The PHA will make every effort to keep program participants informed of HCV program rules and regulations, and to advise participants of how the program rules affect them.

PART II. THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

The intent of this Section is to provide the public and staff with information related to the overall operation of the program. There have been many changes to the program since its inception in 1974 and a brief history of the program will assist the reader to better understand the program.

The United States Housing Act of 1937 (the "Act") is responsible for the birth of federal housing program initiatives. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing developments for low-income residents.

The Housing and Community Development (HCD) Act of 1974 created a new federally assisted housing program – the Section 8 Existing program (also known as the Section 8 Certificate program). The HCD Act represented a significant shift in federal housing strategy from locally owned public housing to privately owned rental housing.

Under the Certificate program, federal housing assistance payments were made directly to private owners of rental housing, where this housing was made available to lower-income families. Eligible families were able to select housing in the private rental market. Assuming that the housing met certain basic physical standards of quality ("housing quality standards") and was within certain HUD-established rent limitations ("fair market rents"), the family would be able to receive rental assistance in the housing unit. Family contribution to rent was generally set at 30 percent (30%) of the family's adjusted income, with the remainder of the rent paid by the program.

Another unique feature of the Certificate program was that the rental assistance remained with the eligible family, if the family chose to move to another privately-owned rental unit that met program requirements (in contrast to the public housing program where the rental assistance remains with the unit, should the family decide to move). Consequently, the Certificate program was characterized as tenant-based assistance, rather than unit-based assistance.

The Housing and Community Development (HCD) Act of 1987 authorized a new version of tenant-based assistance – the Section 8 Voucher program. The Voucher program was very similar to the Certificate program in that eligible families were able to select housing in the private rental market and receive assistance in that housing unit.

However, the Voucher program permitted families more options in housing selection. Rental housing still had to meet the basic housing quality standards, but there was no fair market rent limitation on rent. In addition, family contribution to rent was not set at a limit of 30 percent (30%) of adjusted income. Consequently, depending on the actual rental cost of the unit selected, a family might pay more or less than 30 percent (30%) of their adjusted income for rent.

From 1987 through 1999, public housing agencies managed both the Certificate and Voucher tenant-based assistance programs, with separate rules and requirements for each. From 1994 through 1998, HUD published a series of new rules, known as "conforming" rules, to more closely combine and align the two similar housing programs, to the extent permitted by the law.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act – was signed into law. QHWRA eliminated all statutory differences between the Certificate and Voucher tenant-based programs and required that the two programs be merged into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program.

The HCV program was modeled closely on the pre-merger Voucher program. However, unlike the pre-merger Voucher program, the HCV program requires an assisted family to pay at least 30 percent (30%) of adjusted income for rent.

The transition of assistance from the Certificate and Voucher programs to the new HCV program began in October 1999. By October 2001, all families receiving tenant-based assistance were converted to the HCV program.

1-II.B. HCV PROGRAM BASICS

The purpose of the HCV program is to provide rental assistance to eligible families. The rules and regulations of the HCV program are determined by U.S. Department of Housing and Urban Development. The PHA is afforded choices in the operation of the program, which are included in the PHA's administrative plan, a document approved by the Housing Authority Board of the PHA.

The HCV program offers mobility to eligible families because they may search for suitable housing anywhere in the PHA's jurisdiction and may also be eligible to move under portability to other PHAs' jurisdictions.

When a family is determined to be eligible for the program and funding is available, the PHA issues the family a housing voucher. When the family finds a suitable housing unit and funding is available, the PHA will enter into a contract with the owner and the family will enter into a lease with the owner. Each party makes their respective payment to the owner so that the owner receives full rent.

Even though the family is determined to be eligible for the program, the owner has the responsibility of approving the family as a suitable renter. The PHA continues to make payments to the owner as long as the family is eligible and the housing unit continues to qualify under the program.

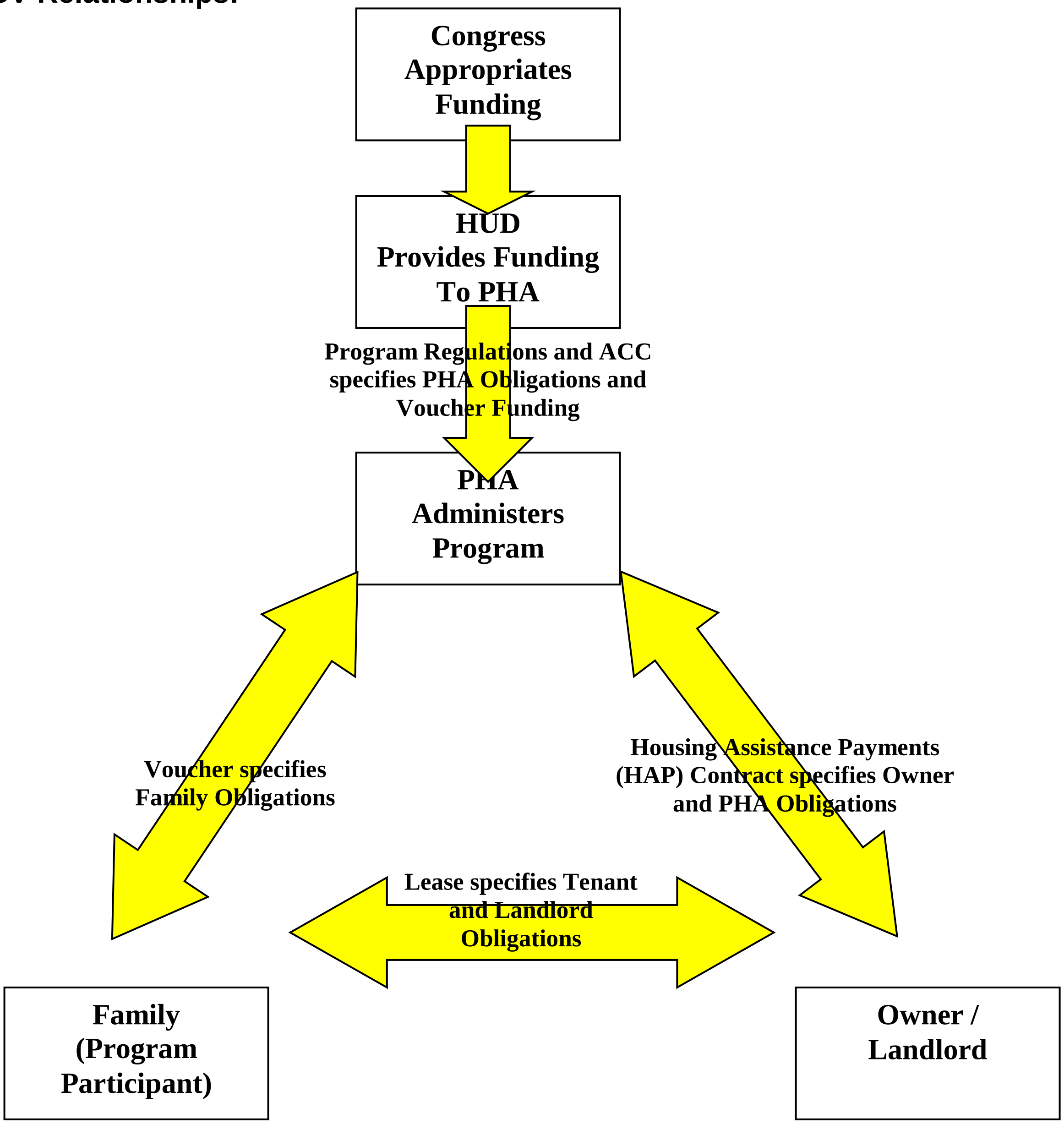
1-II.C. THE HCV PARTNERSHIPS

To administer the HCV program, the PHA enters into a contractual relationship with HUD (Consolidated Annual Contributions Contract). The PHA also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit.

For the HCV program to work and be successful, all parties involved – HUD, the PHA, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program.

The chart below illustrates key aspects of these relationships.

The HCV Relationships:



What Does HUD Do?

HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement HCV housing program legislation passed by Congress;
- Allocate HCV program funds to PHAs;
- Provide technical assistance to PHAs on interpreting and applying HCV program requirements;
- Monitor PHA compliance with HCV program requirements and PHA performance in program administration.

What Does the PHA Do?

The PHA administers the HCV program under contract with HUD and has the following major responsibilities:

- Establish local policies to administer the program;
- Review applications from interested applicants to determine whether they are eligible for the program;
- Maintain a waiting list and select families for admission;
- Issue vouchers to eligible families and provide information on how to lease a unit;
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration;
- Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy;
- Make housing assistance payments to the owner in a timely manner;
- Recertify families for continued eligibility under the program;
- Ensure that owners and families comply with their contractual obligations;
- Provide families and owners with prompt, professional service;
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, the PHA's administrative plan, and other applicable federal, state and local laws.

What Does the Owner Do?

The owner has the following major responsibilities:

- Screen families who apply for tenancy, to determine suitability as renters.
    - The PHA can provide some information to the owner, but the primary responsibility for tenant screening rests with the owner.
    - The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to

peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.

- Comply with the terms of the Housing Assistance Payments contract executed with the PHA;
- Comply with all applicable fair housing laws and do not discriminate against anyone;
- Maintain the housing unit in accordance with Housing Quality Standards (HQS) and make necessary repairs in a timely manner;
- Collect rent due from the assisted family and otherwise comply with and enforce provisions of the dwelling lease.

What Does the Family Do?

The family has the following responsibilities:

- Provide the PHA with complete and accurate information as determined by the PHA to be necessary for administration of the program;
- Make their best and most timely efforts locate qualified and suitable housing;
- Attend all appointments scheduled by the PHA;
- Allow the PHA to inspect the unit at reasonable times and after reasonable notice;
- Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family;
- Comply with the terms of the lease with the owner;
- Comply with the family obligations of the voucher;
- Not commit serious or repeated violations of the lease;
- Not engage in drug-related or violent criminal activity;
- Notify the PHA and the owner before moving or termination the lease;
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit;
- Promptly notify the PHA of any changes in family composition;
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

1-II.D. APPLICABLE REGULATIONS

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint

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

PART III. THE HCV ADMINISTRATIVE PLAN

1-III.A. OVERVIEW AND PURPOSE OF THE PLAN

The administrative plan is required by HUD. The purpose of the administrative plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's agency plan. This administrative plan is a supporting document to the PHA agency plan, and is available for public review as required by CFR 24 Part 903.

This administrative plan is set forth to define the PHA's local policies for operation of the housing programs in accordance with federal laws and regulations. All issues related to the HCV program not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable law. The policies in this administrative plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

The PHA is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this plan, HUD regulations will have precedence.

Administration of the HCV program and the functions and responsibilities of PHA staff shall be in compliance with the PHA's personnel policy and HUD regulations as well as all federal, state and local fair housing laws and regulations.

1-III.B. CONTENTS OF THE PLAN (24CFR 982.54)

The HUD regulations at 24 CFR 982.54 define the policies that must be included in the administrative plan. They are as follow:

- Selection and admission of applicants from the PHA waiting list, including any PHA admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening the PHA waiting list (Chapter 4);
- Issuing or denying vouchers, including PHA policy governing the voucher term and any extensions of the voucher term. If the PHA decides to allow extensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions, and how the PHA determines the length of any extension (Chapter 5);
- Any special rules for use of available funds when HUD provides funding to the PHA for a special purpose (e.g., desegregation), including funding for specified families or a specified category of families (Chapter 4);

- Occupancy policies, including definition of what group of persons may qualify as a 'family', definition of when a family is considered to be 'continuously assisted'; standards for denying admission or terminating assistance based on criminal activity or alcohol abuse in accordance with 982.553 (Chapters 3 and 12);
- Encouraging participation by owners of suitable units located outside areas of low income or minority concentration (Chapter 13);
- Assisting a family that claims that illegal discrimination has prevented the family from leasing a suitable unit (Chapter 2);
- Providing information about a family to prospective owners (Chapters 3 and 9);
- Disapproval of owners (Chapter 13);
- Subsidy standards (Chapter 5);
- Family absence from the dwelling unit (Chapter 12) ;
- How to determine who remains in the program if a family breaks up (Chapter 3);
- Informal review procedures for applicants (Chapter 16);
- Informal hearing procedures for participants (Chapter 16);
- The process for establishing and revising voucher payment standards (Chapter 16);
- The method of determining that rent to owner is a reasonable rent (initially and during the term of a HAP contract) (Chapter 8);
- Special policies concerning special housing types in the program (e.g., use of shared housing) (Chapter 15);
- Policies concerning payment by a family to the PHA of amounts the family owes the PHA (Chapter 16);
- Interim redeterminations of family income and composition (Chapter 11);
- Restrictions, if any, on the number of moves by a participant family (Chapter 10);
- Approval by the Housing Authority Board members or other authorized officials to charge the administrative fee reserve (Chapter 16);
- Procedural guidelines and performance standards for conducting required housing quality standards inspections (Chapter 8); and
- PHA screening of applicants for family behavior or suitability for tenancy (Chapter 3).

Mandatory vs. Discretionary Policy

HUD makes a distinction between:

- <u>Mandatory policies</u>: those driven by legislation, regulations, current handbooks, notices, and legal opinions, and

- Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

HUD expects PHAs to adopt local policies and procedures that are consistent with mandatory policies in areas where HUD gives the PHA discretion. The PHA's administrative plan is the foundation of those policies and procedures. HUD's directions require PHAs to make policy choices that provide guidance to staff and ensure consistency to program applicants and participants.

Creating policies based upon HUD guidance is not mandatory, but provides a PHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If a PHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but PHAs should carefully think through those decisions.

1-III.C. ORGANIZATION OF THE PLAN

The Administrative Plan is organized to provide information to users in particular areas of operation.

1-III.D. UPDATING AND REVISING THE PLAN

The PHA will revise this administrative plan as needed to comply with changes in HUD regulations. The administrative plan and any revisions of the plan must be formally adopted by the PHA Board of Commissioners or other authorized PHA officials. The pertinent sections included in the Agency Plan, and a copy provided to HUD.

BPHA Policy

The Baldwin Park Housing Authority will review its plan at least once a year, and update as necessary to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation. Significant revisions or updates to the plan must be approved by the HA Board. The Community Development Manager and the Housing Manager may approve minor revisions that include new or revised HUD regulations and BPHA policy and procedures coinciding with the HUD regulations.

Chapter 2

FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

This chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the PHA's housing choice voucher (HCV) operations.

This chapter describes HUD regulations and PHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of the PHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the housing choice voucher program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the PHA to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates HUD and DOJ's Notice of Guidance, published December 19, 2003 in the *Federal Register.*

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require PHAs to treat all applicants and participants equally, providing the same opportunity to access services, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)

- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012 and further clarified in Notice PIH 2014-20.
- Violence Against Women Reauthorization Act of 2013 (VAWA)

When more than one civil rights law applies to a situation, the laws will be read and applied together.

Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted will also apply.

> <u>BPHA Policy</u>
>
> No state or local nondiscrimination laws or ordinances apply.

2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as PHA policies, can prohibit discrimination based on other factors.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The Baldwin Park Housing will not discriminate on the basis of marital status, gender identity, or sexual orientation [FR Notice 02/03/12].

> <u>BPHA Policy</u>
>
> BPHA does not identify any additional protected classes.

BPHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment

- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Providing Information to Families and Owners

The PHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints

If an applicant or participant believes that any family member has been discriminated against by the PHA or an owner, the family should advise the PHA. HUD requires the PHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, the PHA is required to provide the applicant or participant with information about how to file a discrimination complaint [24 CFR 982.304].

Upon receipt of a housing discrimination complaint, the PHA is required to:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted
- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]

BPHA Policy

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the Baldwin Park Housing Authority in writing.

Within 10 business days of receiving the complaint, BPHA will provide a written notice to those alleged to have violated the rule. BPHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The Baldwin Park Housing Authority will:

- Attempt to remedy discrimination complaints made against the Housing Authority and will conduct an investigation into all allegations of discrimination.
- Within 10 business days following the conclusion of the Housing Authority's investigation, the Housing Authority will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.
- The Housing Authority will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16)
- Refer complainants to the Housing Rights Center

PART II: POLICIES RE/LATED TO PERSONS WITH DISABILITIES

2-II.A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first contact by an interested family and continues through every aspect of the program.

BPHA Policy

BPHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by BPHA, by including the following language:

"If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the Baldwin Park Housing Authority."

The PHA will display posters and other housing information and signage in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

A person with a disability may require certain types of accommodation in order to have equal access to the HCV program. The types of reasonable accommodations the PHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations

When needed, the PHA will modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside the PHA range) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff

2-II.C. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

BPHA Policy

BPHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, BPHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

2-II.D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability, which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that the PHA does receive confidential information about a

person's specific diagnosis, treatment, or the nature or severity of the disability, the PHA will dispose of it. In place of the information, the PHA will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION

[Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26].

The PHA must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's HCV operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as overall size of the PHA's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

<u>BPHA Policy</u>

After a request for an accommodation is presented, BPHA will respond, in writing, within 10 business days.

If BPHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of BPHA's operations), BPHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

BPHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, BPHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.

2-II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require the PHA to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

> BPHA Policy
>
> To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.
>
> To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with BPHA staff, one-on-one assistance will be provided upon request.
>
> Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

2-II.G. PHYSICAL ACCESSIBILITY

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2010-26 summarizes information about pertinent laws and implementing regulations related to nondiscrimination and accessibility in federally-funded housing programs.

- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with disabilities, the PHA will include a current list of available accessible units known to the PHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

2-II.H. DENIAL OR TERMINATION OF ASSISTANCE

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of the PHA's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process.

When a participant family's assistance is terminated, the notice of termination must inform them of the PHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the PHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation.

PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

2-III.A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007, in the *Federal Register*.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

2-III.B. ORAL INTERPRETATION

The PHA will offer competent interpretation services free of charge, upon request, to the LEP person.

> <u>BPHA Policy</u>
>
> BPHA will utilize a language line for telephone interpreter services.
>
> Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by BPHA. The interpreter may be a family member or friend. BPHA may deny a family member as the interpreter if there are concerns that the member may not be meeting the needs of the household or head of household through their interpretation (see Chapter 11 for further requirements).
>
> BPHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.
>
> Where feasible and possible according to its language assistance plan (LAP), BPHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

2-III.C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language.

BPHA Policy

In order to comply with written-translation obligations, BPHA will take the following steps:

BPHA will provide written translations of vital documents for each eligible LEP language group that constitutes 10 percent (10%) or 50 persons, whichever is greater, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 10 percent (5%) trigger, BPHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's Housing Choice Voucher program and services.

BPHA Policy

If it is determined that BPHA serves very few LEP persons, and BPHA has very limited resources, BPHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If BPHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase "physical or mental impairment" includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

"Has a record of such impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this Section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the $400 elderly/disabled household deduction, the $480 dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the HCV program, yet an accommodation is needed to provide equal opportunity.

Chapter 3

ELIGIBILITY

INTRODUCTION

The PHA is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the PHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the HCV program:

- The applicant family must:
  - Qualify as a family as defined by HUD and the PHA.
  - Have income at or below HUD-specified income limits.
  - Qualify on the basis of citizenship or the eligible immigrant status of family members.
  - Provide social security number information for household members as required.
  - Consent to the PHA's collection and use of family information as provided for in PHA-provided consent forms.
- The PHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the PHA.

This chapter contains three parts:

> <u>Part I: Definitions of Family and Household Members</u>. This part contains HUD and PHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.
>
> <u>Part II: Basic Eligibility Criteria</u>. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.
>
> <u>Part III: Denial of Assistance</u>. This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) that can cause the PHA to deny assistance.

PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

3-I.A. OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the assisted unit. This part provides information that is needed to correctly identify family and household members, and to apply HUD's eligibility rules.

3-I.B. FAMILY AND HOUSEHOLD [24 CFR 982.201(c); FR NOTICE 02/03/12; Notice PIH 2014-20]

The terms *family* and *household* have different meanings in the HCV program.

Family

To be eligible for assistance an applicant must qualify as a family. *Family* as defined by HUD includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or a group of persons residing together. Such group includes, but is not limited to 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), an elderly family near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family. The PHA has the discretion to determine if any other group of persons qualifies as a family.

Gender Identity means actual or perceived gender characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

> <u>BPHA Policy</u>
>
> A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family. Resources must be identified and approved by BPHA.
>
> Each family must identify the individuals to be included in the family at the time of application, and must notify the BPHA if the family's composition changes.

Household

Household is a broader term that includes additional people who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

3-I.C. FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY

Family Break-up [24 CFR 982.315]

Except under the following conditions, the Baldwin Park Housing Authority has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up.

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, and stalking. (see Section 16-IX.D of this plan)
- If a court determines the disposition of property between members of the assisted family in a divorce or separation decree, the Baldwin Park Housing Authority is bound by the court's determination of which family members continue to receive assistance.

<u>BPHA Policy</u>

When a family on the waiting list breaks up into two otherwise eligible families due to divorce or legal separation, only one of the new families may retain the original application date. Other former family members may make a new application date if the waiting list opens.

If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted.

In the absence of a judicial decision, or an agreement among the original family members, BPHA will determine which family will retain their placement on the waiting list or continue to receive assistance. In making its determination, the BPHA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements, (2) the interest of any ill, elderly, or disabled family member/s, (3) the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; (4) any possible risks to family members as a result of criminal activity; and (5) the recommendations of social service professionals; (6) All others will be reviewed on a case-by-case basis by discretion of the Housing Authority.

Documentation of these factors is the responsibility of the applicant families. If either or both families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the PHA.

Remaining Member of a Tenant Family [24 CFR 5.403]

The HUD definition of family includes the *remaining member of a tenant family,* which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only "remaining members of a tenant family" and there is no family member able to assume the responsibilities of the head of household, See Chapter 6, Section 6-I.B, for the policy on "Caretakers for a Child."

3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

> BPHA Policy
>
> The family may designate any qualified family member as the head of household.
>
> The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

3-I.E. SPOUSE, CO-HEAD, AND OTHER ADULT

A family may have a spouse or co-head, but not both [HUD-50058 IB, p.13].

Spouse means the marriage partner of the head of household.

A *co-head* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head. A co-head never qualifies as a dependent.

> BPHA Policy
>
> *Minors* who are emancipated under state law may be designated as a co-head.
>
> *Other adult* means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

3-I.F. DEPENDENT [24 CFR 5.603]

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a dependent allowance as described in Chapter 6.

Joint Custody of Dependents

BPHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent (50%) or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, BPHA will make the determination based on available documents such as court orders and/or school verification.

3-I.G. FULL-TIME STUDENT [24 CFR 5.603; HCV GB, p. 5-29]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

Identifying each FTS is important because: (1) each family member that is an FTS, other than the head, spouse, or co-head, qualifies the family for a dependent allowance and (2) the earned income of such an FTS is treated differently from the income of other family members.

3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403, FR Notice 02/03/12]

Elderly Persons

An *elderly person* is a person who is at least 62 years of age.

Near-Elderly Persons

A *near-elderly person* is a person who is 50-61 years of age.

Elderly Family

An *elderly family* is one in which the head, spouse, co-head, or sole member is an elderly person. Identifying elderly families is important because elderly families qualify for the elderly family allowance as described in Chapter 6.

3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/12]

Persons with Disabilities

Under the HCV program, special rules apply to persons with disabilities and to any family whose head, spouse, or co-head is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, the PHA must make all aspects of the HCV program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

Disabled Family

A *disabled family* is one in which the head, spouse, or co-head is a person with disabilities. Identifying disabled families is important because these families qualify for the disabled family allowance as described in Chapter 6.

Even though persons with drug or alcohol dependencies are considered persons with disabilities, this does not prevent the PHA from denying assistance for reasons related to alcohol and drug abuse in accordance with the policies found in Part III of this chapter, or from terminating assistance in accordance with the policies in Chapter 12.

3-I.J. GUESTS [24 CFR 5.100]

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to so consent.

> <u>BPHA Policy</u>
>
> Families may have guest(s) remain in the assisted unit no longer than 14 consecutive days or a total of 40 cumulative calendar days during any 12-month period. The family is responsible for their guest(s) at the assisted unit that include, but not be limited to, destruction of property, any criminal activity, including drug or alcohol activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by other resident.
>
> The Head of Household must provide written notification to the Housing Authority one (1) week in advance but not less than one day after occurrence.
>
> The 40 cumulative days is a maximum total days counted for all guest(s) combined.
>
> Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live

outside of the assisted household more than 50 percent (50%) of the time, are not subject to the time limitations of guests as described above.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure that is expected to last more than 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return and receive approval from the property owner and BPHA.

3.I.K. FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609].

The term *foster child* is not specifically defined by the regulations.

Foster children and foster adults who are living with an applicant or who have been approved by the PHA to live with a participant family are considered household members but not family members. The income of foster children/adults is not counted in the family's annual income, and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603 and HUD-50058 IB, p. 13].

BPHA Policy

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

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards according to 24 CFR 982.401.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

3-I.L. ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

BPHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is, or is expected to be, absent from the assisted unit for more than 90 consecutive days is considered permanently absent and no longer a family member. Request for extensions will be considered on a case-by-case basis. Exceptions to this general policy are discussed below.

Absent Students

BPHA Policy

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to BPHA indicating that the student has established a separate household or the family declares that the student has established a separate household. The full time student income will be calculated in accordance with Chapter 6.

Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

BPHA Policy

If a child has been placed in foster care, BPHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absent Head, Spouse, or Co-head

BPHA Policy

- An employed head, spouse, or co-head absent from the unit up to 60 consecutive days due to employment will continue to be considered a family member.
- An extension may be approved on a case-by-case basis supported by employer provided information regarding training and probation period. (see Chapter 7, Verification)

Family Members Permanently Confined for Medical Reasons [HCV GB, p. 5-22]

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

BPHA Policy

BPHA will request verification from a responsible medical professional of the family member's temporary or permanent absence from the assisted unit. Whether the family member is temporarily or permanently out of the unit, a medical professional determination must be provided within 10 business days of occurrence. The family member will be considered permanently absent from the assisted unit and the rental assistance will terminate effective 90 days from date of absence or assumed date of absence from the unit.

If the family certifies that the family member is confined on a permanent basis, the family member will be removed from the household.

Return of Permanently Absent Family Members

BPHA Policy

The family must request BPHA approval for the return of any adult family members that BPHA previously determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in Part II of this chapter.

3-I.M. LIVE-IN AIDE

A live-in aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The PHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

The income of a live-in aide is not counted in the calculation of annual income for the family [24 CFR 5.609 (c)(5)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. Because live-in aides are not *family* members, a relative who serves as a live-in aide would not be considered a remaining member of a tenant family.

BPHA Policy

BPHA will enforce the HUD definition of a Live-in-aide as described on 24 CFR 5.403. According to 24 CFR 5.403, the definition of a Live-in-aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services.

A live-in aide may only reside in the unit with approval of BPHA.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request subject to BPHA verification at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating and provide supporting documentation as necessary to verify that the live-in aide is:

(1) Not obligated for the support of the person(s) needing the care; and

(2) Would not be living in the unit except to provide the necessary supportive services; and

(3) Essential to the care and the wellbeing of the person(s) needing the care; and

(4) Not financially supported by the person(s) needing the care; and

(5) Will occupy the assisted unit as his/her sole residence; and

(6) Maintaining his/her finances separately from the person(s) needing the care.

The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly, or disabled.

BPHA may require other supporting documentation as deemed necessary.

Prior to approval, a live-in aide must meet eligibility background checks as described in Chapter 3, Section 3-III.D. of this plan. BPHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

- The person has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The person has committed drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to BPHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

BPHA will notify the family of its decision in writing within 20 business days of receiving a request for a live-in aide, including all required documentation related to the request. However, this time period may be extended due to delayed third party verification.

PART II: BASIC ELIGIBILITY CRITERIA

3-II.A. INCOME ELIGIBILITY AND TARGETING

Income Limits

HUD establishes income limits for all areas of the country and publishes them annually in the *Federal Register.* They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes as discussed in this section.

Definitions of the Income Limits [24 CFR 5.603(b)]

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Using Income Limits for Eligibility [24 CFR 982.201]

Income limits are used for eligibility only at admission. Income eligibility is determined by comparing the annual income of an applicant to the applicable income limit for their family size. In order to be income eligible and applicant family must be one of the following:

- A *very low-income* family
- A *low-income* family that has been "continuously assisted" under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program [24 CFR 982.4].

  <u>BPHA Policy</u>

  BPHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by BPHA.

- A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173.

- A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101.

HUD permits the PHA to establish additional categories of low-income families that may be determined eligible. The additional categories must be consistent with the PHA plan and the consolidated plans for local governments within the PHA's jurisdiction.

> BPHA Policy
>
> BPHA has not established any additional categories of eligible low-income families.

Using Income Limits for Targeting [24 CFR 982.201]

At least 75 percent of the families admitted to the PHA's program during a PHA fiscal year must be extremely low-income families. HUD may approve exceptions to this requirement if the PHA demonstrates that it has made all required efforts, but has been unable to attract an adequate number of qualified extremely low-income families.

Families continuously assisted under the 1937 Housing Act and families living in eligible low-income housing that are displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not counted for income targeting purposes.

Families on the waiting list categorized with the Local Displacement Preference are not subject to the 75 percent restriction.

3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with the PHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Declaration [24 CFR 5.508]

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals

In general, citizens and nationals are required to submit only a signed declaration as verification of their status. However, HUD regulations permit the PHA to request additional documentation of their status, such as a passport.

> BPHA Policy
>
> BPHA requires family members who declare citizenship or national status to provide additional documentation for verification purposes.
>
> The allowable documents include, but are not limited to:
>
> - Birth Certificates
> - Certifications of Naturalization
> - Passport

Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with PHA efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under Section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

Ineligible Noncitizens

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

Mixed Families

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 16 for a discussion of informal hearing procedures.

Ineligible Families [24 CFR 5.514(d), (e), and (f)]

A PHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by the PHA that the individual or at least one family member is eligible. Verification of eligibility for this purpose occurs when the individual or family members have submitted documentation to the PHA in accordance with program requirements [24 CFR 5.512(a)].

<u>BPHA Policy</u>

BPHA will not provide assistance to a family before the verification of at least one family member.

When BPHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination of denial.

The notice will explain the reasons for the denial of assistance, and that the family may be eligible for proration of assistance. The notice will also advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with BPHA.

Informal hearing procedures are contained in Chapter 16.

Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]

For new occupants joining the assisted family, the PHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first. If an individual qualifies for a time extension for the submission of required documents, the PHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)].

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

<u>BPHA Policy</u>

BPHA will verify the citizenship status of applicants at the time other eligibility factors are determined.

3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218, Notice PIH 2012-10]

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. A detailed discussion of acceptable documentation is provided in Chapter 7.

Note: These requirements do not apply to noncitizens who do not contend eligible immigration status.

In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

The PHA must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR 5.216.

3-II.D. FAMILY CONSENT/AUTHORIZATION TO RELEASE OF INFORMATION [24 CFR 5.230, HCV GB, p. 5-13]

HUD requires each adult family member, and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

The PHA must deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3)].

3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION [24 CFR 5.612 and FR Notice 4/10/06]

Section 327 of Public Law 109-115 and the implementing regulation at 24 CFR 5.612 established new restrictions on the eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, and does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from his/her parents in accordance with PHA policy, the income of the student's parents will not be considered in determining the student's eligibility.

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

Definitions

In determining whether and how the new eligibility restrictions apply to a student, the PHA will rely on the following definitions [FR 4/10/06, p. 18148].

Dependent Child

In the context of the student eligibility restrictions*, dependent child* means a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* in 24 CFR 5.603, which states that the dependent must be a member of the assisted family, other than the head of household or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. Foster children and foster adults are not considered dependents.

Independent Student

BPHA Policy

BPHA will consider a student "independent" from his or her parents and the parents' income will not be considered when determining the student's eligibility if the following four criteria are all met:

- The individual is of legal contract age under state law.
- The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student.
- To be considered an *independent student* according to the Department of Education, a student must meet one or more of the following criteria:

  Be at least 24 years old by December 31 of the award year for which aid is sought

  Be an orphan or a ward of the court through the age of 18

  Be a veteran of the U.S. Armed Forces

  Have one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent)

Be a graduate or professional student

Be married

- The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms.
- The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

The PHA will verify that a student meets the above criteria in accordance with the policies in Section 7-II.E.

Institution of Higher Education

The PHA will use the statutory definition under Section 102 of the Higher Education Act of 1965 to determine whether a student is attending an *institution of higher education* (see Exhibit 3-2).

Parents

BPHA Policy

For purposes of student eligibility restrictions, the definition of *parents* includes biological or adoptive parents, stepparents (as long as they are currently married to the biological or adoptive parent), and guardians (e.g., grandparents, aunt/uncle, godparents, etc.).

Person with Disabilities

The PHA will use the statutory definition under Section 3(b)(3)(E) of the 1937 Act to determine whether a student is a *person with disabilities* (see Exhibit 3-1).

Veteran

BPHA Policy

A *veteran* is a person who served in the active military, naval, or air service and who was discharged or released from such service under conditions other than dishonorable.

Determining Student Eligibility

If a student is applying for assistance on his/her own, apart from his/her parents, the PHA must determine whether the student is subject to the eligibility restrictions contained in 24 CFR 5.612. If the student is subject to those restrictions, the PHA must ensure that: (1) the student is individually eligible for the program, (2) either the student is independent from his/her parents or the student's parents are income eligible for the program, and (3) the "family" with which the student is applying is collectively eligible for the program.

BPHA Policy

For any student who is subject to the 5.612 restrictions, BPHA will:

- Follow its usual policies in determining whether the student individually and the student's "family" collectively are eligible for the program.
- Determine whether the student is independent from his/her parents in accordance with the definition of *independent student* in this Section.
- Follow the policies below, if applicable, in determining whether the student's parents are income eligible for the program

If the PHA determines that the student, the student's parents (if applicable), or the student's "family" is not eligible, the PHA will send a notice of denial in accordance with the policies in Section 3-III.F, and the applicant family will have the right to request an informal review in accordance with the policies in Section 16-III.B.

Determining Parental Income Eligibility

BPHA Policy

For any student who is subject to the 5.612 restrictions and who does not satisfy the definition of *independent student* in this Section, BPHA will determine the income eligibility of the student's parents as follows:

- If the student's parents are married and living together, BPHA will obtain a joint income declaration and certification of joint income from the parents.
- If the student's parent is widowed or single, BPHA will obtain an income declaration and certification of income from that parent.
- If the student's parents are divorced or separated, BPHA will obtain an income declaration and certification of income from each parent.
- If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, BPHA will require the student to submit a certification under penalty of perjury describing the circumstances and stating that the student does not receive financial assistance from the other parent. BPHA will then obtain an income

declaration and certification of income from the parent with whom the student has been living or had contact.

In determining the income eligibility of the student's parents, the PHA will use the income limits for the jurisdiction in which the parents live.

PART III: DENIAL OF ASSISTANCE

3-III.A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied assistance. In this section we will discuss other situations and circumstances in which denial of assistance is mandatory for the PHA, and those in which denial of assistance is optional for the PHA.

§ 982.552 PHA denial of assistance for family.

BPHA Policy

BPHA will consider denial of assistance as permitted for the following:

(a) ***Action or inaction by family.***

(1) A PHA may deny assistance for an applicant because of the family's action or failure to act as described in this section or § 982.553. The provisions of this section do not affect denial or termination of assistance for grounds other than action or failure to act by the family.

(2) Denial of assistance for an applicant may include any or all of the following: denying listing on the PHA waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures.

(b) ***Requirement to deny admission assistance.***

(1) For provisions on denial of admission of assistance for illegal drug use, other criminal activity, and alcohol abuse that would threaten other residents, see 3III.B.

(2) The PHA must deny admission to the program for an applicant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with part 5, subparts B and F of this title.

(3) The family must submit required evidence of citizenship or eligible immigration status.

(4) The PHA must deny assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR5.612.

(c) ***Authority to deny admission assistance—***

BPHA Policy

(1) ***Grounds for denial assistance.*** BPHA will consider denying program assistance for an applicant for any of the following grounds:

(i) If the family violates any family obligations under the program. See 3III.B concerning denial of assistance for crime by family members.

(ii) If any member of the family has been evicted from federally assisted housing in the last five years;

(iii) If a PHA has ever terminated assistance under the program for any member of the family.

(iv) If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

(v) If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

(vi) If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

(vii) If the family has been engaged in criminal activity or alcohol abuse as described in § 982.553.

(2) ***Consideration of circumstances.*** In determining whether to deny because of action or failure to act by members of the family:

(i) The PHA may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

(ii) The PHA may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit. The PHA may permit the other members of the family to continue the application process.

(iii) In determining whether to deny admission for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, BPHA will consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the PHA may require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(iv) If the family includes a person with disabilities, the PHA decision concerning such action is subject to consideration of reasonable accommodation in accordance with part 8 of this title.

(v) ***Nondiscrimination limitation and protection for victims of domestic violence, dating violence, or stalking.*** The PHA's admission and termination actions must be consistent with fair housing and equal opportunity provisions of § 5.105 of this title, and with the requirements of 24 CFR part 5, subpart L, protection for victims of domestic violence, dating violence, or stalking.

(d) ***Information for family.*** The PHA must give the family a written description of:

(1) Family obligations under the program.

(2) The grounds on which the PHA may deny or terminate assistance because of family action or failure to act.

(3) The PHA informal hearing procedures.

(e) ***Applicant screening.*** The PHA may at any time deny program assistance for an applicant in accordance with the PHA policy, as stated in the PHA administrative plan, on screening of applicants for family behavior or suitability for tenancy.

Forms of Denial [24 CFR 982.552(a)(2); HCV GB, p. 5-35]

Denial of assistance includes any of the following:

- Not placing the family's name on the waiting list
- Denying or withdrawing a voucher
- Not approving a request for tenancy or refusing to enter into a HAP contract
- Refusing to process a request for or to provide assistance under portability procedures

Prohibited Reasons for Denial of Program Assistance [24 CFR 982.202(b), 24 CFR 5.2005(b)]

HUD rules prohibit denial of program assistance to the program based on any of the following criteria:

- Age, disability, race, color, religion, sex, or national origin. (See Chapter 2 for additional information about fair housing and equal opportunity requirements.)

- Where a family lives prior to admission to the program
- Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside the PHA's jurisdiction under portability (see Chapter 10).
- Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
- Whether the family includes children
- Whether a family decides to participate in a family self-sufficiency program

Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant is otherwise qualified for assistance (see Section 3-III.G)

3-III.B. DENIAL OF ASSISTANCE [24 CFR 982.553(a)]

MANDATORY - HUD requires the PHA to deny assistance in the following cases:

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program

DENIAL DUE TO DRUGS/ALCOHOL USE - BPHA has established the following standards that prohibit admission if:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits, but does not require, the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g., the person involved in the criminal activity no longer lives in the household).

  BPHA Policy

  The PHA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 3 years for drug-related criminal activity, if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the PHA, or the person who committed the crime, is no longer living in the household.

- The PHA determines that any household member is currently engaged in the use of illegal drugs.

  BPHA Policy

Currently engaged in is defined as any use of illegal drugs during the previous six months.

- The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

BPHA Policy

In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

HUD permits, but does not require, the PHA to deny assistance for the reasons discussed in this section.

Criminal Activity [24 CFR 982.553]

HUD permits, but does not require, the PHA to deny assistance if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

BPHA Policy

A person who has committed a non-violent crime will be deemed ineligible to participate in the program for a period of 3 years and 5 years for a violent crime. In cases of severe violent crimes, the length time may be extended to 10 years.

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the respective time period, the family will be denied assistance:

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or other responsibilities on behalf of BPHA, including a BPHA employee or a BPHA contractor, subcontractor, or agent.

Immediate vicinity means within a 300 yard radius of the premises.

Evidence of such criminal activity includes, but is not limited to:

- Any arrest and/or conviction for drug-related criminal activity within the past 3 years.
- Any arrests and/or conviction for violent criminal activity within the past 5 years.
- A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

In making its decision to deny assistance, the PHA may meet with the household members and will consider the factors discussed in Section 3-III.E. Upon consideration of such factors and the household's willingness or unwillingness to meet with BPHA staff, the PHA may, on a case-by-case basis, decide not to deny assistance. Additional factors BPHA will consider when an applicant has been convicted and sentenced to a correction facility is the amount of time served, behavior record while incarcerated and the date of release.

In making its decision to deny assistance, the PHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

3-III.D. SCREENING

Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the HCV program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

<u>BPHA Policy</u>

BPHA will perform a criminal background check through local law enforcement for every adult household member.

If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, BPHA will request a fingerprint card and will request information from the National Crime Information Center (NCIC).

BPHA will consider the time of release of the correctional facility on a case-by-case basis.

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)].

BPHA Policy

BPHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission in addition to the California Department of Justice's Internet web site, Megan’s Law at http://www.meganslaw.ca.gov/index.htm.

Additionally, BPHA will ask whether the applicant, or any member of the applicant’s household, is subject to a lifetime registered sex offender registration requirement in any state [Notice PIH 2012-28].

If the PHA proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. [24 CFR 5.903(f) and 5.905(d)].

Screening for Suitability as a Tenant [24 CFR 982.307]

The PHA has no liability or responsibility to the owner for the family’s behavior or suitability for tenancy. The PHA has the authority to conduct additional screening to determine whether an applicant is likely to be a suitable tenant.

BPHA Policy

BPHA may at times conduct additional screening to determine an applicant family’s suitability for tenancy on a case-by-case basis.

The owner is responsible for screening and selection of the family to occupy the owner’s unit. The PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner. An owner may consider a family’s history with respect to factors such as: payment of rent and utilities, caring for a unit and premises, respecting the rights of other residents to the peaceful enjoyment of their housing, criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

HUD requires the PHA to provide prospective owners with the family's current and prior address (as shown in PHA records) and the name and address (if known) of the owner at the family's current and prior addresses. HUD permits the PHA to provide owners with additional information, as long as families are notified that the information will be provided, and the same type of information is provided to all owners.

The PHA may not disclose to the owner any confidential information provided to the PHA by the family in response to a PHA request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(a)(4)].

> <u>BPHA Policy</u>
>
> BPHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the initial HQS inspection or before. BPHA will not provide any additional information to the owner, such as tenancy history or criminal history.

3-III.E. CRITERIA FOR DECIDING TO DENY ASSISTANCE

Evidence [24 CFR 982.553(c)]

> <u>BPHA Policy</u>
>
> BPHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.
>
> *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 982.552(c)(2)]

HUD authorizes the PHA to consider all relevant circumstances when deciding whether to deny assistance based on a family's past history except in the situations for which denial of assistance is mandatory (see Section 3-III.B).

> <u>BPHA Policy</u>
>
> BPHA will consider the following factors prior to making its decision:
>
> - The seriousness of the case, especially with respect to how it would affect other residents
> - The effects that denial of assistance may have on other members of the family who were not involved in the action or failure
> - The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in Section 3-

III.G) a victim of domestic violence, dating violence, sexual assault, or stalking

- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
- BPHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.
- BPHA will consider the time of release and behavior history of the correctional facility on a case-by case-basis.

Removal of a Family Member's Name from the Application

Should the PHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration; the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must deny admission to the family [Notice PIH 2012-28].

For other criminal activity, the PHA may permit the family to exclude the culpable family members as a condition of eligibility [24 CFR 982.552(c)(2)(ii)].

<u>BPHA Policy</u>

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit, stay as a guest, or reside in the assisted unit.

After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

If the family includes a person with disabilities, the PHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

<u>BPHA Policy</u>

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, BPHA will determine whether the behavior is related to the stated disability. If so, upon the family's request, the BPHA will determine whether admitting the family as a reasonable accommodation is appropriate. BPHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See Chapter 2 for a discussion of reasonable accommodation.

3-III.F. NOTICE OF ELIGIBILITY OR DENIAL

If the family is eligible for assistance, the PHA will notify the family in writing and schedule a tenant briefing as discussed in Chapter 5.

If the PHA determines that a family is not eligible for the program for any reason, the family must be notified "promptly". The notice must describe: (1) the reasons for which assistance has been denied, (2) the family's right to an informal review, and (3) the process for obtaining the informal review [24 CFR 982.554 (a)]. See Chapter 16, for informal review policies and procedures.

BPHA Policy

The family will be notified of a decision to deny assistance in writing within 10 business days of the determination.

If a PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)]. The PHA must give the family an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with program requirements [24 CFR 982.553(d)].

BPHA Policy

If based on a criminal record or sex offender registration information, an applicant family appears to be ineligible BPHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact BPHA to dispute the information within that 10-day period, PHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal review process.

Notice requirements related to denying assistance to noncitizens are contained in Section 3-II.B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault, or stalking are contained in Section 3-III.G.

3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING

The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying an applicant admission to the HCV program "on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant otherwise qualifies for assistance or admission."

Definitions of key terms used in VAWA are provided in Section 16-IX of this plan, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

Notification

VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a notice of rights and the form HUD-50066 at the time the applicant is denied.

> BPHA Policy
>
> BPHA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a record of previous damage to an apartment not associated with the act of domestic violence, a prior arrest record) that would warrant denial under BPHA's policies. Therefore, if BPHA makes a determination to deny assistance to an applicant family, BPHA will include in its notice of denial the VAWA information described in Section 16-IX.C of this plan as well as including a copy of the form HUD-50066. BPHA will request that an applicant wishing to claim protection under VAWA notify BPHA within 10 business days.

Documentation

Victim Documentation [24 CFR 5.2007]

> BPHA Policy
>
> If an applicant claims the protection against denial of assistance that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, BPHA will request in writing that the applicant provide documentation supporting the claim in accordance with Section 16-IX.D of this plan.

Perpetrator Documentation

> BPHA Policy
>
> If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of the following:

- A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit
- To permit the perpetrator to return to the family, the family must provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. The request to return the perpetrator to the unit must be made in accordance with Interims, Chapter 11.

EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

> Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; *or*
>
> In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

(A) In General

The term "developmental disability" means a severe, chronic disability of an individual that:

(i) is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) is manifested before the individual attains age 22;

(iii) is likely to continue indefinitely;

(iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and

(v) reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

(B) Infants and Young Children

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

Individual with Handicaps [24 CFR 8.3]

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

As used in this definition, the phrase:

(1) Physical or mental impairment includes:

(a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(2) *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(4) *Is regarded as having an impairment* means:

(a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

(c) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.

EXHIBIT 3-2: DEFINITION OF INSTITUTION OF HIGHER EDUCATION [20 U.S.C. 1001 and 1002]

Eligibility of Students for Assisted Housing under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance; Notice [Federal Register, April 10, 2006]

Institution of Higher Education shall have the meaning given this term in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

Definition of ''Institution of Higher Education'' From 20 U.S.C. 1001

(a) Institution of higher education. For purposes of this chapter, other than Subchapter IV and Part C of Subchapter I of Chapter 34 of Title 42, the term ''institution of higher education'' means an educational institution in any State that

(1) Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;

(2) Is legally authorized within such State to provide a program of education beyond secondary education;

(3) Provides an educational program for which the institution awards a bachelor's degree or provides not less than a 2-year program that is acceptable for full credit toward such a degree;

(4) Is a public or other nonprofit institution; and

(5) Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted preaccreditation status by such an agency or association that has been recognized by the secretary for the granting of preaccreditation status, and the secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time.

(b) Additional institutions included. For purposes of this chapter, other than Subchapter IV and Part C of Subchapter I of Chapter 34 of Title 42, the term ''institution of higher education'' also includes—

(1) Any school that provides not less than a 1-year program of training to prepare students for gainful employment in a recognized occupation and that meets the provision of paragraphs (1), (2), (4), and (5) of Subsection (a) of this section; and

(2) A public or nonprofit private educational institution in any State that, in lieu of the requirement in Subsection (a)(1) of this section, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

(c) List of accrediting agencies. For purposes of this section and Section 1002 of this title, the secretary shall publish a list of nationally recognized accrediting agencies or associations that the secretary determines, pursuant to Subpart 2 of Part G of Subchapter IV of this chapter, to be reliable authority as to the quality of the education or training offered.

Definition of ''Institution of Higher Education'' From 20 U.S.C. 1002

(a) Definition of institution of higher education for purposes of student assistance programs

(1) Inclusion of additional institutions. Subject to paragraphs (2) through (4) of this subsection, the term ''institution of higher education'' for purposes of Subchapter IV of this chapter and Part C of Subchapter I of Chapter 34 of Title 42 includes, in addition to the institutions covered by the definition in Section 1001 of this title—

(A) A proprietary institution of higher education (as defined in subsection (b) of this section);

(B) A postsecondary vocational institution (as defined in Subsection (c) of this section); and

(C) Only for the purposes of Part B of Subchapter IV of this chapter, an institution outside the United States that is comparable to an institution of higher education as defined in Section 1001 of this title and that has been approved by the secretary for the purpose of Part B of Subchapter IV of this chapter.

(2) Institutions outside the United States

(A) In general. For the purpose of qualifying as an institution under paragraph (1)(C), the secretary shall establish criteria by regulation for the approval of institutions outside the United States and for the determination that such institutions are comparable to an institution of higher education as defined in Section 1001 of this title (except that a graduate medical school, or a veterinary school, located outside the United States shall not be required to meet the requirements of Section 1001 (a)(4) of this title). Such criteria shall include a requirement that a student attending such school outside the United States is ineligible for loans, insured, or guaranteed under Part B of Subchapter IV of this chapter unless—

(i) In the case of a graduate medical school located outside the United States—

(I)(aa) At least 60 percent (60%) of those enrolled, and at least 60 percent (60%) of the graduates, the graduate medical school outside the United States were not persons described in Section 1091(a)(5) of this title in the year preceding the year for which a student is seeking a loan under Part B of Subchapter IV of this chapter; and (bb) At least 60 percent (60%) of the individuals who were students or graduates of the graduate medical school outside the United States or Canada (both nationals of the United States and others) taking the examinations administered by the Educational Commission for Foreign Medical Graduates received a passing score in the year preceding the year for which a student is seeking a loan under Part B of Subchapter IV of this chapter; or

(II) The institution has a clinical training program that was approved by a State as of January 1, 1992; or

(ii) In the case of a veterinary school located outside the United States that does not meet the requirements of Section 1001(a)(4) of this title, the institution's students complete their clinical training at an approved veterinary school located in the United States.

(B) Advisory panel

(i) In general. For the purpose of qualifying as an institution under paragraph (1)(C) of this subsection, the secretary shall establish an advisory panel of medical experts that shall—

(I) Evaluate the standards of accreditation applied to applicant foreign medical schools; and

(II) Determine the comparability of those standards to standards for accreditation applied to United States medical schools.

(ii) Special rule if the accreditation standards described in clause (i) are determined not to be comparable, the foreign medical school shall be required to meet the requirements of Section 1001 of this title.

(C) Failure to release information. The failure of an institution outside the United States to provide, release, or authorize release to the secretary of such information as may be required by Subparagraph (A) shall render such institution ineligible for the purpose of Part B of Subchapter IV of this chapter.

(D) Special rule. If, pursuant to this paragraph, an institution loses eligibility to participate in the programs under Subchapter IV of this chapter and Part C of Subchapter I of Chapter 34 of Title 42, then a student enrolled at such institution may, notwithstanding such loss of eligibility, continue to be eligible to receive a loan under Part B while attending such institution for the academic year succeeding the academic year in which such loss of eligibility occurred.

(3) Limitations based on course of study or enrollment. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution—

(A) Offers more than 50 percent (50%) of such institution's courses by correspondence, unless the institution is an institution that meets the definition in Section 2471 (4)(C) of this title;

(B) Enrolls 50 percent (50%) or more of the institution's students in correspondence courses, unless the institution is an institution that meets the definition in such section, except that the secretary, at the request of such institution, may waive the applicability of this subparagraph to such institution for good cause, as determined by the secretary in the case of an institution of higher education that provides a 2-or 4-year program of instruction (or both) for which the institution awards an associate or baccalaureate degree, respectively;

(C) Has a student enrollment in which more than 25 percent (25%) of the students are incarcerated, except that the secretary may waive the limitation contained in this subparagraph for a nonprofit institution that provides a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor's degree, or an associate's degree or a postsecondary diploma, respectively; or

(D) Has a student enrollment in which more than 50 percent (50%) of the students do not have a secondary school diploma or its recognized equivalent, and does not provide a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor's degree or an associate's degree, respectively, except that the secretary may waive the limitation contained in this subparagraph if a nonprofit institution demonstrates to the satisfaction of the secretary that the institution exceeds such limitation because the institution serves, through contracts with federal, state, or local government agencies, significant numbers of students who do not have a secondary school diploma or its recognized equivalent.

(4) Limitations based on management. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if—

(A) The institution, or an affiliate of the institution that has the power, by contract or ownership interest, to direct or cause the direction of the management or policies of the institution, has filed for bankruptcy, except that this paragraph shall not apply to a nonprofit institution, the primary function of which is to provide health care educational services (or an affiliate of such an institution that has the power, by contract or ownership interest, to direct or cause the direction of the institution's management or policies) that files for bankruptcy under Chapter 11 of Title 11 between July 1, 1998, and December 1, 1998; or

(B) The institution, the institution's owner, or the institution's chief executive officer has been convicted of, or has pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of funds under Subchapter IV of this chapter and Part C of Subchapter I of Chapter 34 of Title 42, or has been judicially determined to have committed fraud involving funds under

Subchapter IV of this chapter and Part C of Subchapter I of Chapter 34 of Title 42.

(5) Certification. The secretary shall certify an institution's qualification as an institution of higher education in accordance with the requirements of Subpart 3 of Part G of Subchapter IV of this chapter.

(6) Loss of eligibility. An institution of higher education shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution is removed from eligibility for funds under Subchapter IV of this chapter and Part C of Subchapter I of Chapter 34 of Title 42 as a result of an action pursuant to Part G of Subchapter IV of this chapter.

(b) Proprietary institution of higher education

(1) Principal criteria. For the purpose of this section, the term ‘‘proprietary institution of higher education’’ means a school that—

(A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;

(B) Meets the requirements of paragraphs (1) and (2) of Section 1001 (a) of this title;

(C) Does not meet the requirement of paragraph (4) of Section 1001 (a) of this title;

(D) Is accredited by a nationally recognized accrediting agency or association recognized by the secretary pursuant to Part G of Subchapter IV of this chapter;

(E) Has been in existence for at least 2 years; and

(F) Has at least 10 percent (10%) of the school's revenues from sources that are not derived from funds provided under Subchapter IV of this chapter and Part C of Subchapter I of Chapter 34 of Title 42, as determined in accordance with regulations prescribed by the secretary.

(2) Additional institutions. The term ‘‘proprietary institution of higher education’’ also includes a proprietary educational institution in any State that, in lieu of the requirement in paragraph (1) of Section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

(c) Postsecondary vocational institution.

(1) Principal criteria. For the purpose of this section, the term ‘‘postsecondary vocational institution’’ means a school that—

(A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;

(B) Meets the requirements of paragraphs (1), (2), (4), and (5) of Section 1001 (a) of this title; and

(C) Has been in existence for at least 2 years.

(2) Additional institutions. The term ''postsecondary vocational institution'' also includes an educational institution in any State that, in lieu of the requirement in paragraph (1) of Section 1001 (a) of this title, admits as regular students, persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

Chapter 4

APPLICATIONS, WAITING LIST AND TENANT SELECTION

INTRODUCTION

When a family wishes to receive assistance under the HCV program, the family must submit an application that provides the PHA with the information needed to determine the family's eligibility. HUD requires the PHA to place all families that apply for assistance on a waiting list. When HCV assistance becomes available, the PHA must select families from the waiting list in accordance with HUD requirements and PHA policies as stated in the administrative plan and the annual plan.

The PHA is required to adopt clear policies and procedures for accepting applications, placing families on the waiting list, and selecting families from the waiting list and must follow these policies and procedures consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the PHA that justify their selection. Examples of this are the selection of families for income targeting and the selection of families that qualify for targeted funding.

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that the PHA affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1]. Adherence to the selection policies described in this chapter ensures that the PHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and PHA policies for taking applications, managing the waiting list and selecting families for HCV assistance. The policies outlined in this chapter are organized into three sections, as follows:

> Part I: The Application Process. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how the PHA will handle the applications it receives.
>
> Part II: Managing the Waiting List. This part presents the policies that govern how the PHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for assistance. It also discusses the process the PHA will use to keep the waiting list current.
>
> Part III: Selection for HCV Assistance. This part describes the policies that guide the PHA in selecting families for HCV assistance as such assistance becomes available. It also specifies how in-person interviews will be used to ensure that he PHA has the information needed to make a final eligibility determination.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part describes the PHA policies for making applications available, accepting applications making preliminary determinations of eligibility and the placement of applicants on the waiting list. This part also describes the PHA's obligation to ensure the accessibility of the application process to elderly persons, people with disabilities, and people with limited English proficiency (LEP).

4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36]

Any family that wishes to receive HCV assistance must apply for admission to the program. HUD permits the PHA to determine the format and content of HCV applications, as well as how such applications will be made available to interested families and how applications will be accepted by the PHA. The PHA must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the PHA's application.

> <u>BPHA Policy</u>
>
> The BPHA conducts a two-step application process:
>
> **First step**
>
> **Pre-Application Online Process**
>
> BPHA accepts online pre-applications submissions only. Email accounts are required for all online application processes. BPHA will require the family to provide only the information required to place the family correctly on the waiting list. Families who submit a pre-application online will then be subject to a lottery process to be placed on the HCV waiting list. Those selected from the lottery to be placed on the waiting list will then be sent a confirmation email of placement on the waiting list. Those not selected will receive an email notification. All correspondence and notifications will be electronic version only.
>
> **Second Step**
>
> When the family is selected from the waiting list the family will be required to provide all of the information necessary to establish family eligibility.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS

Elderly and Disabled Populations [24 CFR 8 and HCV GB, pp. 4-11 – 4-13]

The PHA must take steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard PHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). The PHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or the PHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of the PHA's policies related to providing reasonable accommodations for people with disabilities.

BPHA Policy

BPHA will partner with local resource centers serving the needs of senior and disabled persons to assist with the online application process. Resource centers may include local senior centers, public libraries and public service providers.

Limited English Proficiency

PHAs are required to take reasonable steps to ensure equal access to their programs and activities by persons with limited English proficiency (LEP)[24 CFR 1]. Chapter 2 provides a full discussion on the PHA's policies related to ensuring access to people with limited English proficiency.

BPHA Policy
Online application process offers google translation.

4-I.D. PLACEMENT ON THE WAITING LIST

The PHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. Where the family is determined to be ineligible or denying assistance for other reasons, the PHA must notify the family in writing. The notice must state that the applicant may request an informal review of the decision, and state how to arrange for the informal review [CFR 982.201 (f)].

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

Ineligible for Placement on the Waiting List

BPHA Policy

The BPHA does not consider anyone ineligible for the waiting list. Final determination of eligibility will be verified once the family is selected from the waiting list based on the order of placement.

Eligible for Placement on the Waiting List

BPHA Policy

Those selected from the pre-application lottery will be placed on the wailing list. This is essentially an interest list. BPHA will conduct a lottery process and maintain an active waiting list. The PHA will send an email notification of the family's placement on the waiting list within 30 business days of processing lottery. Number of applicants will be determined at time of each waiting list acceptance process.

Placement on the waiting list does not indicate that the family is formally eligible for assistance. No information is collected or verified until the family is drawn from the preliminary waiting list. A final determination of eligibility will be made when the family is selected from the waiting list. Applicants will be placed on the waiting list according to any preference(s) for which they qualify.

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

The PHA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how a PHA may structure its waiting list and how families must be treated if they apply for assistance from a PHA that administers more than one assisted housing program.

4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

The PHA's HCV waiting list must be organized in such a manner to allow the PHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The waiting list must contain the following information for each applicant listed:

- Applicant name
- Family unit size
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of household

HUD requires the PHA to maintain a single waiting list for the HCV program unless it serves more than one county or municipality. Such PHAs are permitted, but not required, to maintain a separate waiting list for each county or municipality served.

<u>BPHA Policy</u>

- BPHA will maintain a single waiting list for the HCV program and each application must include Applicant address

.

HUD directs that a family that applies for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher or moderate rehabilitation program the PHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs.

HUD permits, but does not require, that PHAs maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs.

A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

BPHA Policy

BPHA will merge the HCV waiting with its TBRA program and Public Housing waiting list.

4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]

Opening the Waiting List [24 CFR 982.206(a)]

When the PHA opens a waiting list, the PHA must give public notice that families may apply for tenant-based assistance. The public notice must state where and when to apply. The PHA must give the public notice by publication in a local newspaper of general circulation, and also by minority media and other suitable means. The notice must comply with HUD fair housing requirements.

BPHA Policy

Applications will be accepted online only. The Waiting List will be open for specific time frames which will be identified in public notices before the Waiting List opens.

When the Housing Authority opens the waiting list, it will give public notice by advertising in the following newspapers, minority publications, and media entities:

- A Local Newspaper of General Circulation
- Websites and local newsletters in the Housing Authority's jurisdiction (Baldwin Park, West Covina, El Monte, South El Monte and Monrovia)

The Housing Authority's public notice will contain:

- The dates, times, and locations where families may apply;
- The programs for which applications will be taken;
- A brief description of the program(s);
- A statement that public housing residents must submit a separate application if they want to apply to a rental assistance program.
- Any limitations on who may apply;
- The Fair Housing Logo.

The notice will be made in an accessible format to persons with disabilities if requested.

Additional time for submission of an application after the stated deadline will be given as a reasonable accommodation at the request of a person with a disability.

Closing the Waiting List [24 CFR 982.206 (c)]

If the PHA determines that the existing waiting list contains an adequate pool for use of available program funding, the PHA may stop accepting new applications, or may accept only applications meeting criteria adopted by the PHA.

BPHA Policy

The Housing Authority public notices for the opening of the waiting list will include the waiting list application closing date.

Cross-listing of Public Housing and Section 8 Waiting Lists [24 CFR §982.205(a)]

The Housing Authority merges the waiting lists for public housing and Section 8. If the Section 8 waiting list is open when the applicant is placed on the public housing list, the Housing Authority will offer to place the family on the Section 8 waiting list. If the public housing waiting list is open at the time an applicant applies for Section 8 rental assistance, the Housing Authority will offer to place the family on the public housing waiting list.

4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]

The PHA must conduct outreach as necessary to ensure that the PHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted.

Because HUD requires the PHA to admit a specified percentage of extremely low income families to the program (see Chapter 4, Part III), the PHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance [HCV GB, p. 4-20 to 4-21].

PHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

PHA outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers

- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

BPHA Policy

While the family is on the waiting list, the family must immediately inform BPHA of changes in contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing within 10 business days of the change.

4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204]

Removing applicant names from the waiting list [24 CFR 982.204 (c)(1)]

HUD requires the PHA to establish policies to use when removing applicant names from the waiting list. The policy may provide that the PHA remove names of applicants who do not respond to PHA requests for information or updates.

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to a PHA request for information or updates, and the PHA determines that the family did not respond because of the family member's disability, the PHA must reinstate the applicant family to their former position on the waiting list [24 CFR 982.204(c)(2)].

Purging the Waiting List:

BPHA Policy

The waiting list will be updated periodically to ensure that all applicants and applicant information is current and timely.

To update the waiting list, BPHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that BPHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person or by mail. Responses should be postmarked or received by BPHA not later than 10 business days from the date of the BPHA letter. Copies will not be accepted.

If the family fails to respond within 10 business days, the family will be removed from the waiting list. A notice will be sent to the family with the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding BPHA's decision (see Chapter 16) [24 CFR 982.201(f)].

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 10 business days to respond from the date the letter was re-sent.

If a family is removed from the waiting list for failure to respond, BPHA may reinstate the family if it is determined that the lack of response was due to BPHA error, or to circumstances beyond the family's control.

Ineligible Family:

BPHA Policy

Eligibility of applicants is not determined until the selection process.

Reinstatement of Applicants

Periodically, registrants will call to check their status on the waiting list and learn that they have been withdrawn because mail was returned undeliverable.

BPHA Policy

In extenuating circumstances, such as a long-term illness, or other family emergency, the applicant may be reinstated. However, the applicant must be able to provide documentation of the circumstances. Such requests will be reviewed and approved on case-by-case basis by the Housing Manager.

Applicants who are removed from the waiting list for failure to respond are not entitled to reinstatement on the waiting list, unless:

- The Housing Authority verifies a family/health/work emergency, or
- The applicant failed to respond because of a family member's disability.
- A Housing Authority error occurred (incorrect address).

PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. OVERVIEW

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families are selected from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences for which the family qualifies. The availability of targeted funding also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 982.204(b) and 982.207(e)].

4-III.B. SELECTION AND HCV FUNDING SOURCES

Special Admissions [24 CFR 982.203]

HUD may award funding for specifically-named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a non-purchasing family residing in a HOPE 1 or 2 projects). In these cases, the PHA may admit such families whether or not they are on the waiting list, and if they are on the waiting list without considering the family's position on the waiting list. These families are considered non-waiting list selections. The PHA must maintain records showing that such families were admitted with special program funding.

Targeted Funding [24 CFR 982.204(e)]

HUD may award a PHA funding for a specified category of families on the waiting list. The PHA must use this funding only to assist the families within the specified category. In order to assist families within a targeted funding category, the PHA may skip families that do not qualify within the targeted funding category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

> <u>BPHA Policy</u>
>
> BPHA may also administer the following targeted funding:
>
> > The Tenant-Based Rental Assistance Programs (Home Funds)

Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

4-III.C. SELECTION METHOD [24 CFR 982.202(d)]

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

BPHA Policy

The Housing Authority will apply a system of local preferences in determining admissions for the program. All preferences will be subject to the availability of funds and all applicants will be required to meet all eligibility requirements. Local preferences are weighted highest to lowest, in the following order:

Resident Veterans - A resident veteran is defined as a member of the U.S. Armed Forces, veterans or surviving spouses of veterans living or working with in the Housing Authority's jurisdiction.

Families who claim resident veteran preference must provide proof of residency (as listed under Residency Preference) and proof of current status in the Armed Forces, (Military identification Card, Certification of Class and current Pay stubs) or documents verifying discharge from the service.

Residency Preference: For families who live or work in the Housing Authority's jurisdiction will be admitted before families outside of the Housing Authority's jurisdiction.

In order to verify that an applicant is a resident, the PHA will require a minimum of (4) four of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing. All documents must be current, within 60-days of the submittal date and must reflect the applicant's name.

Residency Preference does not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability or age of any member of an applicant family.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75 percent of the families admitted to the HCV program during the PHA's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income, whichever number is higher. To ensure this requirement is met, a PHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low-income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

BPHA Policy

BPHA will monitor progress in meeting the income targeting requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

Order of Selection

The PHA system of preferences may select families based on local preferences according to the date and time of application or by a random selection process (lottery) [24 CFR 982.207(c)]. If a PHA does not have enough funding to assist the family at the waiting list, it is not permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

BPHA Policy

Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with BPHA's hierarchy of preferences, if applicable. Within each targeted funding or preference category, families will be selected based on a lottery system.

Documentation will be maintained by BPHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified, there will be a notation maintained.

Among Applicants with Equal Preference Status

Among applicants with equal preference status, date and time will organize the waiting list.

4-III.D. NOTIFICATION OF SELECTION

The policies outlined in this chapter are intended to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply. The primary purpose of the intake function is to gather information about the family so that an accurate, fair, and timely decision relative to the family's eligibility may be made.

When a family has been selected from the waiting list, the PHA must notify the family [24 CFR 982.554 (a)].

BPHA Policy

BPHA will notify the family by first class mail when it is selected from the waiting list. The notice will inform the family of the following:

- Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview.

- Identify household members required to attend the interview.

- All documents required at the time of the interview, including information about what constitutes acceptable documentation.

If a notification letter is returned to the PHA with no forwarding address, the family will be removed from the waiting list. A notice of denial will be sent to the family's address of record. (See Chapter 3)

4-III.E. THE APPLICATION INTERVIEW

HUD recommends that the PHA obtain the information and documentation needed to make an eligibility determination through an in-person interview with a PHA representative [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all social security number documentation requirements are met. However, if the PHA determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by the PHA [Notice PIH 2012-10]

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

BPHA Policy

Families selected from the waiting list are required to participate in an application interview.

All household members over the age of 18 are required to attend the interview.

The head of household or spouse/co-head must provide acceptable documentation of legal identity. (Chapter 7 provides a discussion of proper documentation of legal identity). If the family representative does not provide the required documentation at the time of the interview, they will be required to provide it within 30 business days.

Pending disclosure and documentation of social security numbers, BPHA will allow the family to retain its place on the waiting list a total of 30 business days.

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, BPHA will provide the family with a written list of items that must be submitted within 10 business days.

Any required documents or information that the family is unable to provide at the interview must be provided in 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of eligible noncitizen status). If the family fails to provide the requested documents by the time frame, a notice of denial (see Chapter 3) will be sent to the family. On a case-by-case basis, as a reasonable accommodation, the family may be granted additional time.

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

If the family is unable to attend a scheduled interview, the family should contact BPHA in advance of the interview to schedule a new appointment. Rescheduling is only available due to heath, employment and school priorities. Supporting documentation may be required before a reschedule is approved. In all circumstances, if a family does not attend a scheduled interview, BPHA will send a second and final notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without BPHA approval will be denied assistance based on the family's failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3.

4-III.F. COMPLETING THE APPLICATION PROCESS

The PHA must verify all information provided by the family (see Chapter 7). Based on verified information, the PHA must make a final determination of eligibility (see Chapter 3) and must confirm that the family qualified for any special admission, targeted funding admission, or selection preference that affected the order in which the family was selected from the waiting list.

BPHA Policy

If BPHA determines that the family is ineligible, BPHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review (Chapter 16).

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. targeted funding, extremely low-income) but is still deemed eligible, the family will be returned to its original position on the waiting list. The PHA will notify the family in writing that it has been returned to the waiting list, and will specify the reasons for it.
If the PHA determines that the family is eligible to receive assistance, the PHA will invite the family to attend a briefing in accordance with the policies in Chapter 5.

Secondary Reviews/Credit Reports [24 CFR §982.551(b)(1)]

Before issuing vouchers to applicant families, the Housing Authority requests a credit report for all new applicant families, as detailed in Section 1.12 (Monitoring Program Performance). All adults (persons 18 years of age and older) who will reside in the assisted household will have their credit report reviewed by the Housing Authority. Applicants claiming that they have zero income will automatically undergo a credit review. The information contained in the credit report will be used to confirm the information provided by the family. Specifically, the credit report will be used to confirm:

Employment: A credit report will list any employers that the applicant has listed in any recent credit applications. If the credit report reveals employment, for any adult household member, within the last 12 months that was not disclosed, the family will be asked to provide additional documents to clear up the discrepancy. Failure to disclose current employment may result in cancellation of the family's application.

Aliases: A credit report can provide information on other names that have been used for the purposes of obtaining credit. Common reasons for use of other names include a recent marriage or a divorce. If an alias has not been disclosed to the Housing Authority, the family will be asked to provide additional evidence of the legal identity of adult family members.

Current and previous addresses: A credit report can provide a history of where the family has lived. This is particularly important because the Housing Authority provides a residency preference. If the family has provided one address to the Housing Authority and the credit report indicates a different address, the family will be asked to provide additional proof of residency. This may include a history of utility bills, bank statements, school enrollment records for children, credit card statements or other relevant documents. Failure to provide adequate proof will result in the denial of a residency preference.

Credit card and loan payments: A credit report will usually include a list of the family's financial obligations. Examples of the items that may show up include car loans, mortgage loans, student loans and credit card payments. The Housing Authority will review this information to confirm the income and asset information provided by the family. If the family's current financial obligations (total amount of current monthly payments) exceed the amount of income reported by the family, the Housing Authority will ask the family to disclose how they are currently meeting their financial obligations. Accounts that have been charged off or significantly delinquent are not included in this calculation. Failure to provide adequate proof of income will result in termination of the application.

Multiple Social Security numbers: A credit report may list multiple Social Security numbers if an adult family member has used different Social Security numbers to obtain credit. If the credit report information does not match the information provided by an adult member of the family, the family member will be required to obtain written confirmation of the Social Security number that was issued to him/her from the Social Security Administration.

A family will not be issued a voucher until all discrepancies between the information provided by the applicant family, and the information contained in the credit report have been cleared by the applicant family. When discrepancies are found, the family will be contacted by telephone or by mail. In most cases, the family will be allowed a maximum of 10 calendar days to provide the additional documentation.

On a case-by-case basis, as a reasonable accommodation, the family may be granted additional time. If additional time is granted, the family will receive a letter confirming the new deadline. No additional extension will be granted thereafter.

When the credit report reveals multiple discrepancies that are not easily communicated over the telephone, the Housing Authority will set up an additional in-person interview with the applicant. The Housing Authority will schedule up to two interview appointments. An additional interview may be scheduled as a reasonable accommodation to resolve all discrepancies. Failure to appear at the interview session will result in cancellation of the application. Additionally, failure to provide the necessary information will result in cancellation of the application.

Chapter 5

BRIEFINGS AND VOUCHER ISSUANCE

INTRODUCTION

This chapter explains the briefing and voucher issuance process. When a family is determined to be eligible for the Housing Choice Voucher (HCV) program, the PHA must ensure that the family fully understands the way the program operates and the family's obligations under the program. This is accomplished through both an oral briefing and provision of a briefing packet containing the HUD-required documents and other information the family needs to know in order to lease a unit under the program. Once the family is fully informed of the program's requirements, the PHA issues the family a voucher. The voucher includes the unit size for which the family qualifies based on the PHA's subsidy standards, as well as the issue and expiration date of the voucher. The voucher is the document that authorizes the family to begin its search for a unit, and limits the amount of time the family has to successfully locate an acceptable unit.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

> <u>Part I: Briefings and Family Obligations</u>. This part details the program's requirements for briefing families orally, and for providing written materials describing the program and its requirements. It includes a particular focus on the family's obligations under the program.
>
> <u>Part II: Subsidy Standards and Voucher Issuance</u>. This part discusses the PHA's standards for determining how many bedrooms a family of a given composition qualifies for, which in turn affects the amount of subsidy the family can receive. It also discusses the policies that dictate how vouchers are issued, and how long families have to locate a unit.

PART I: BRIEFINGS AND FAMILY OBLIGATIONS

5-I.A. OVERVIEW

HUD regulations require the PHA to conduct mandatory briefings for applicant families who qualify for a voucher. The briefing provides a broad description of owner and family responsibilities, explains the PHA's procedures, and includes instructions on how to lease a unit. This part describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family's obligations under the program.

5-I.B. BRIEFING [24 CFR 982.301]

The PHA must give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Families may be briefed individually or in groups. At the briefing, the PHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure that the briefing site is accessible to individuals with disabilities. For a more thorough discussion of accessibility requirements, refer to Chapter 2.

> <u>BPHA Policy</u>
>
> Briefings will be conducted in group meetings or individually.
>
> Generally, all household members, 18 years and older, are required to attend the briefing. Any household member who is 18 years and older and disabled, not able to attend the briefing, must contact the Housing Authority to explain circumstances and receive approval.
>
> All families will be explained the benefits of living in low-poverty census tracts.
>
> Families that attend group briefings and still need individual assistance will be referred to an appropriate PHA staff person.
>
> Briefings will be conducted in English. Translation services will be provided in accordance Chapter 2.

Notification and Attendance

> <u>BPHA Policy</u>
>
> Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing.
>
> If the notice is returned by the post office with no forwarding address, BPHA staff will confirm the address was correct with the address on record. If the address has been confirmed as correct, the applicant will be denied and their name will not be placed back on the waiting list. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated.
>
> Applicants who fail to attend a scheduled briefing will be scheduled for another briefing automatically. BPHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without prior PHA approval, will be denied assistance (see Chapter 3).

Oral Briefing [24 CFR 982.301(a)]

Each briefing must provide information on the following subjects:

(1) When the PHA selects a family to participate in a tenant-based program, the PHA must give the family an oral briefing. The briefing must include information on the following subjects:

(i) A description of how the program works;

(ii) Family and owner responsibilities; and

(iii) Where the family may lease a unit, including renting a dwelling unit inside or outside the PHA jurisdiction.

(2) For a family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the briefing must include an explanation of how portability works. The PHA may not discourage the family from choosing to live anywhere in the PHA jurisdiction, or outside the PHA jurisdiction under portability procedures.

(3) If the family is currently living in a high poverty census tract in the PHA's jurisdiction, the briefing must also explain the advantages of moving to an area that does not have a high concentration of poor families.

(4) In briefing a family that includes any disabled person, the PHA must take appropriate steps to ensure effective communication in accordance with 24 CFR 8.6.

Briefing Packet [24 CFR 982.301(b)]

Documents and information provided in the briefing packet must include the following:

- **(1)** The term of the voucher, and PHA Policy on any extensions or suspensions of the term. If the PHA allows extensions, the packet must explain how the family can request an extension;
- **(2)** How the PHA determines the amount of the housing assistance payment for a family, including:
  (i) How the PHA determines the payment standard for a family; and
  (ii) How the PHA determines the total tenant payment for a family.
- **(3)** How the PHA determines the maximum rent for an assisted unit;
- **(4)** Where the family may lease a unit. For a family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information packet must include an explanation of how portability works;
- **(5)** The HUD-required “tenancy addendum” that must be included in the lease;
- **(6)** The form that the family uses to request PHA approval of the assisted tenancy, and an explanation of how to request such approval;
- **(7)** A statement of the PHA Policy on providing information about a family to prospective owners;
- **(8)** PHA subsidy standards, including when the PHA will consider granting exceptions to the standards;
- **(9)** The HUD brochure on how to select a unit;

- **(10)** Information on federal, State and local equal opportunity laws, and a copy of the housing discrimination complaint form;
- **(11)** A list of landlords or other parties known to the PHA who may be willing to lease a unit to the family, or help the family find a unit;
- **(12)** Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the PHA that may be available;
- **(13)** Family obligations under the program;
- **(14)** Family obligations under the program, including any obligations of a welfare-to-work family.
- **(15)** PHA informal hearing procedures. This information must describe when the PHA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing.

If the PHA is located in a metropolitan area, the following additional information must be included in the briefing packet in order to receive full points under SEMAP Indicator 7, Expanding Housing Opportunities [24 CFR 985.3(g)].

- Maps showing areas with housing opportunities outside areas of poverty or minority concentration, both within its jurisdiction and its neighboring jurisdiction
- Information about the characteristics of these areas including job opportunities, schools, transportation and other services
- An explanation of how portability works, including a list of portability contact persons for neighboring PHAs including names, addresses, and telephone numbers

Additional Items to Be Included in the Briefing Packet

In addition to items required by the regulations, PHAs may wish to include supplemental materials to help explain the program to both participants and owners [HCV GB p. 8-7, Notice PIH 2010-19].

BPHA Policy

BPHA will provide the following additional materials in the briefing packet:

- The HUD pamphlet on lead-based paint entitled *Protect Your Family from Lead in Your Home*.
- Information on how to fill out and file a housing discrimination complaint form
- Information about the protections afforded by the Violence Against Women Act of 2013 (VAWA) to victims of domestic violence, dating violence, sexual assault and stalking (see Section 16-IX.C)
- Information about the protections afforded by the Protecting Tenants at Foreclosure Act (PTFA) (see Section 13-11.G)

- "Is Fraud Worth It?" (Form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse
- "What You Should Know About EIV," a guide to the Enterprise Income Verification (EIV) System published by HUD as an attachment to Notice PIH 2010-19
- A "Good Place to Live" pamphlet
- Family Self-Sufficiency Brochure and materials

5-I.C. FAMILY OBLIGATIONS

Obligations of the family are described in the housing choice voucher (HCV) regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. The PHA must inform families of these obligations during the oral briefing, and the same information must be included in the briefing packet. When the family's unit is approved and the HAP contract is executed, the family must meet those obligations in order to continue participating in the program. Violation of any family obligation may result in termination of assistance, as described in Chapter 12.

Time Frames for Reporting Changes Required By Family Obligations

> BPHA Policy
>
> Unless otherwise noted below, when family obligations require the family to respond to a request or notify BPHA of a change, notifying BPHA of the request or change within 10 calendar days is considered prompt notice.
>
> When a family is required to provide notice to BPHA, the notice must be in writing.

Family Obligations [24 CFR 982.551]

The family obligations of the voucher are listed as follows:

- The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to

the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

BPHA Policy

Damages include those caused by medical equipment.

- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
- The family must not commit any serious or repeated violation of the lease.

BPHA Policy

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated lease violations by the victim [24 CFR 5.2005(c)(1)].

- The family must notify the PHA and the owner before moving out of the unit or terminating the lease.

BPHA Policy

The family must comply with lease requirements regarding written notice to the owner, however, can never be less than a 30-day notice. The family must provide written notice to BPHA at the same time the owner is notified.

- The family must give the PHA a copy of any owner eviction notice within 10-buisness days.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.
- The family must promptly notify the PHA in writing if any family member no longer lives in the unit.
- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).

- The family must not sublease the unit, assign the lease, or transfer the unit.

  BPHA Policy

  Subleasing includes receiving payments for rent and/or utility costs for a person living in the unit who is not listed as a family member.

- The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
- The family must promptly notify the PHA when the family is absent from the unit.

  BPHA Policy

  Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 14 calendar days. Written notice must be provided to BPHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity, for additional information)
- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and PHA policies related to drug-related and violent criminal activity.
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and PHA policies related to alcohol abuse.
- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

PART II: SUBSIDY STANDARDS AND VOUCHER ISSUANCE

5-II.A. OVERVIEW

The PHA must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. This part presents the policies that will be used to determine the family unit size (also known as the voucher size) a particular family should receive, and the policies that govern making exceptions to those standards. The PHA must also establish policies related to the issuance of the voucher, to the voucher term, and to any extensions or suspensions of the voucher term.

5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

For each family, the PHA determines the appropriate number of bedrooms under the PHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the PHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the PHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size.
- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person must be either a zero- or one-bedroom unit, as determined under the PHA subsidy standards.

<u>BPHA Policy</u>

BPHA will assign one bedroom for each two persons within the household, except in the following circumstances:

Live-in aides will be allocated a separate bedroom.

Single person families will be allocated one bedroom.

Age, gender or relationship will not be considered

The PHA will reference the following chart in determining the appropriate voucher size for a family:

Voucher Size	**Persons in Household (Minimum – Maximum)**
1 Bedroom	1-2
2 Bedrooms	3-4
3 Bedrooms	5-6
4 Bedrooms	7-8
5 Bedrooms	9-10

Unit Size Selected

The family may select a different size dwelling than that listed on the Voucher. There are four criteria to consider:

1. Subsidy Limitation: The Housing Authority will apply the Payment Standard for either the size on the Voucher or the size of the actual unit selected by the family, whichever is the smaller of the two.

2. Utility Allowance: The utility allowance is used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

3. Housing Quality Standards: The standard allows two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

4. Program Compliance: If a larger unit is selected and evidence or preponderance of evidence weighs towards possible program violations such as a rent burden which supports unreported income or evidence of unauthorized household member(s), the larger unit may be denied for the family. Depending on the weight of the evidence, the family may be offered the opportunity to relocate to a unit suitable for the family and voucher size or termination of rental assistance may be proposed.

5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS

In determining family unit size for a particular family, the PHA may grant an exception to its established subsidy standards if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to a family member's disability, medical, or health condition

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one bedroom [24 CFR 982.402(b)(8)].

> BPHA Policy
>
> As a reasonable accommodation, BPHA will consider granting an exception due to health necessities (i.e. medical equipment) and disabilities.
>
> The family must request any exception to the subsidy standards in writing. All request must explain the need or justification for a larger family unit size, and must include appropriate documentation (e.g., doctor or health professional), unless the disability and the disability–related request for accommodation is readily apparent or otherwise known.
>
> Request pertaining to medical equipment will require an HQS Inspection conducted to the current unit to verify that the unit size is insufficient to meet the needs of the family. Households that have a voucher with an extra bedroom for reasonable accommodations must provide updated verification forms from their medical provider at each annual and prior to voucher issuance. Verification forms must be reviewed, confirmed and updated prior to execution of a HAP contract. If the disability is permanent, such as severely disabled Quadriplegics, an updated verification form is not necessary.
>
> BPHA will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

5-II.D. VOUCHER ISSUANCE [24 CFR 982.302]

When a family is selected from the waiting list (or as a special admission as described in Chapter 4), or when a participant family wants to move to another unit, the PHA issues a Housing Choice Voucher, Form HUD-52646. This chapter deals only with voucher issuance for applicants. For voucher issuance associated with moves of program participants, please refer to Chapter 10.

The voucher is the family's authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that the PHA has determined the family to be eligible for the program, and that the PHA expects to have money available to subsidize the family if the family finds an approvable unit. However, the PHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any right to participate in the PHA's housing choice voucher program [Voucher, Form HUD-52646]

A voucher can be issued to an applicant family only after the PHA has determined that the family is eligible for the program based on verification of information received within the 60 days prior to issuance [24 CFR 982.201(e)] and after the family has attended an oral briefing [HCV 8-1].

> BPHA Policy
>
> Vouchers will be issued to eligible applicants immediately following the mandatory briefing.

The PHA should have sufficient funds to house an applicant before issuing a voucher. If funds are insufficient to house the family at the top of the waiting list, the PHA must wait until it has adequate funds before it calls another family from the list [HCV GB p. 8-10].

> BPHA Policy
>
> Prior to issuing any vouchers, BPHA will determine whether it has sufficient funding in accordance with the policies in Part VIII of Chapter 16.
>
> If BPHA determines that there is insufficient funding after a voucher has been issued, BPHA may rescind the voucher and place the affected family back on the waiting list.

5-II.E. VOUCHER TERM, EXTENSIONS, AND SUSPENSIONS

Voucher Term [24 CFR 982.303]

The initial term of a voucher must be at least 60 calendar days. The initial term must be stated on the voucher [24 CFR 982.303(a)].

> BPHA Policy
>
> The initial voucher term will be the maximum of 180 calendar days.

Extensions of Voucher Term [24 CFR 982.303(b)]

The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that the PHA can approve. Discretionary policies related to extension and expiration of search time must be described in the PHA's administrative plan [24 CFR 982.54].

PHAs must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

The family must be notified in writing of the PHA's decision to approve or deny an extension. The PHA's decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

BPHA Policy

BPHA will issue a voucher for 180 days.

No extension will be provided with the exception of reasonable accommodation requests to be reviewed and approved on a case-by-case basis.

Assistance to Voucher Holders

Voucher holders will be notified at their briefing session that the Housing Authority periodically updates the listing of available units and how the updated list may be obtained. Families who require additional assistance during their search may call the Housing Authority office to request assistance.

The Housing Authority will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

Suspensions of Voucher Term [24 CFR 982.303(c)]

At its discretion, a PHA may adopt a policy to suspend the housing choice voucher term if the family has submitted a Request for Tenancy Approval (RFTA) during the voucher term. "Suspension" means stopping the clock on a family's voucher term from the time a family submits the RFTA until the time the PHA approves or denies the request [24 CFR 982.4]. The PHA's determination not to suspend a voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

BPHA Policy

When a Request for Tenancy Approval (RFTA) and proposed lease is received by BPHA, the term of the voucher is suspended for the RFTA review process.

If the proposed unit is not approved, the voucher is extended for the time period taken to complete the inspection process.

Expiration of Voucher Term

Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If the family still wishes to receive assistance, the PHA may require that the family reapply, or may place the family on the waiting list with a new application date but without requiring reapplication. Such a family does not become ineligible for the program on the grounds that it was unable to locate a unit before the voucher expired [HCV GB p. 8-13].

BPHA Policy

If an applicant family's voucher term or extension expires before the family has submitted a Request for Tenancy Approval (RFTA), BPHA will require the family to reapply for assistance.

Within 10 business days after the expiration of the voucher term or any extension, BPHA will notify the family in writing that the voucher term has expired and that the family must reapply in order to be placed on the waiting list.

The family may only reapply if and when BPHA is accepting applications.

If the family is currently assisted, they may remain as a participant in their unit after the voucher expires under the following conditions:

1) The unit meets subsidy and HQS standards and is approved by BPHA.

2) Approval by the property owner to remain in the unit.

4) An existing lease/contract between the tenant and owner is in effect.

5) An existing HAP contract between the BPHA and owner is in effect.

If any one of these conditions are not met and the tenant opts to remain in the unit after the voucher has expired, the Tenant is considered terminated due to an expired voucher. Therefore, the Tenant is responsible to pay the full rent beginning the month immediately following the expiration date of the voucher and every month thereafter.

Chapter 6

INCOME AND SUBSIDY DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 982]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's payment and the PHA's subsidy. The PHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and PHA policies related to these topics in three parts as follows:

- Part I: Annual Income. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.
- Part II: Adjusted Income. Once annual income has been established HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and PHA policies for calculating adjusted income are found in Part II.
- Part III: Calculating Family Share and PHA Subsidy. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining PHA subsidy and required family payment.

PART I: ANNUAL INCOME

6-I.A. OVERVIEW

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609.

5.609 Annual income. (a) Annual income means all amounts, monetary or not, which: (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and (3) Which are not specifically excluded in paragraph 5.609(c). (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follow:

- Annual Income Inclusions (Exhibit 6-1)
- Annual Income Exclusions (Exhibit 6-2)
- Treatment of Family Assets (Exhibit 6-3)
- Earned Income Disallowance for Persons with Disabilities (Exhibit 6-4)
- The Effect of Welfare Benefit Reduction (Exhibit 6-5)

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this plan, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in Section 6-I.D). Verification requirements for annual income are discussed in Chapter 7.

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded. [24 CFR 5.609(c)(5)]
Foster child or foster adult	Income from all sources is excluded. [24 CFR 5.609(c)(2)]
Head, spouse, or co-head Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded. [24 CFR 5.609(c)(1)] All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or co-head)	Employment income above $480/year is excluded. [24 CFR 5.609(c)(11)] All other sources of income, except those specifically excluded by the regulations, are included.

Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit [HCV GB, p. 5-18].

<u>BPHA Policy</u>

Generally, an individual who is or is expected to be absent from the assisted unit for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member.

Generally, an individual who is or is expected to be absent from the assisted unit for more than 90 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

6-I.C. ANTICIPATING ANNUAL INCOME

The PHA is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection

The PHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the PHA to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

PHAs are required to use HUD's Enterprise Income Verification (EIV) system in its entirety as a third party source to verify employment and income information, and to reduce administrative subsidy payment errors in accordance with HUD administrative guidance [24 CFR 5.233(a)(2)].

HUD allows PHAs to use tenant-provided documents (pay-stubs) to project income once EIV data has been received in such cases where the family does not dispute the EIV employer data and where the PHA does not determine it is necessary to obtain additional third-party data.

<u>BPHA Policy</u>

When EIV is obtained and the family does not dispute the EIV employer data, BPHA will also use current tenant-provided documents to project annual income. When the tenant-provided documents are pay stubs, BPHA will make every effort to obtain current and consecutive pay stubs dated within the last 60 days.

BPHA will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in Chapter 7 in the following cases:

- If EIV or other UIV data is not available,
- If the family disputes the accuracy of the EIV employer data, and/or
- If BPHA determines additional information is needed.

In such cases, BPHA will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how BPHA annualized projected income.

When BPHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), BPHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to BPHA to show why the historic pattern does not represent the family's anticipated income.

Known Changes in Income

If the PHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

> **Example:** An employer reports that a full-time employee who has been receiving \$8/hour will begin to receive \$8.25/hour in the eighth week after the effective date of the reexamination. In such a case the PHA would calculate annual income as follows: (\$8/hour × 40 hours × 7 weeks) + (\$8.25 × 40 hours × 45 weeks).

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the PHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if the PHA's policy on reexaminations does not require interim reexaminations for other types of changes.

When tenant-provided third-party documents are used to anticipate annual income, they will be dated within the last 60 days of the reexamination interview date.

Projecting Income

In HUD's EIV webcast of January 2008, HUD made clear that PHAs are not to use EIV quarterly wages to project annual income.

6-I.D. EARNED INCOME

Types of Earned Income Included in Annual Income

Wages and Related Compensation

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1)].

> BPHA Policy
>
> For persons who regularly receive bonuses or commissions, BPHA will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, BPHA will use the prior year amounts. In either case the family may provide, and BPHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, BPHA will count only the amount estimated by the employer.
>
> The file will be documented appropriately.

Some Types of Military Pay

All regular pay, *special pay and allowances of a member of the Armed Forces are counted [24 CFR* 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

Types of Earned Income Not Counted in Annual Income

Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]

This type of income (including gifts) is not included in annual income. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days [Notice PIH 2009-19].

> BPHA Policy
>
> Sporadic income is income that is not received regularly and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed. However, if history reflects sporadic income earned through a specific time period, that income is included. For example: a handyman works sporadically throughout the last month and has history showing the same sporadic work for the last six month period. The income earned could be averaged and included in the household's annual income.

Children's Earnings
Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [24 CFR 5.609(c)(1)]. (See Eligibility chapter for a definition of *foster children*)

Certain Earned Income of Full-Time Students
Earnings in excess of $480 for each full-time student 18 years old or older (except for the head, spouse, or co-head) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

Income of a Live-in Aide
Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

Income Earned under Certain Federal Programs

Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(g))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2))

Resident Service Stipend

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed $200 per individual per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time [24 CFR 5.600(c)(8)(iv)].

State and Local Employment Training Programs

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

BPHA Policy

BPHA defines *training program* as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

BPHA defines *incremental earnings and benefits* as the difference between: (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, BPHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with BPHA's interim reporting requirements.

HUD-Funded Training Programs

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME Program, and other grant funds received from HUD.

BPHA Policy

To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

Earned Income Tax Credit

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

Earned Income Disallowance

The earned income disallowance for persons with disabilities is discussed in Section 6-I.E below.

6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES [24 CFR 5.617]

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 5.617 is included as Exhibit 6-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].

- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least $500.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

> <u>BPHA Policy</u>
>
> BPHA defines *prior income,* or *prequalifying income,* as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant (as a baseline) throughout the period that he or she is participating in the EID.

Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

> <u>BPHA Policy</u>
>
> The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

> <u>BPHA Policy</u>
>
> During the 48-month eligibility period, BPHA will schedule and conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

6-I.F. BUSINESS INCOME [24 CFR 5.609(b)(2)]

Annual income includes "the 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. 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 by the family" [24 CFR 5.609(b)(2)].

Business Expenses

Net income is "gross income less business expense" [HCV GB, p. 5-19].

> BPHA Policy
>
> To determine business expenses that may be deducted from gross income, BPHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

Business Expansion

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

> BPHA Policy
>
> *Business expansion* is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

Capital Indebtedness

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

> BPHA Policy
>
> *Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means BPHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Negative Business Income

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

Withdrawal of Cash or Assets from a Business

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

> BPHA Policy
>
> Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of $2,000 to help a business get started, BPHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Businesses

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

6-I.G. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

Overview

There is no asset limitation for participation in the HCV program. However, HUD requires that the PHA include in annual income the anticipated "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, the PHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this Section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 6-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 6-3 provides the regulatory definition of *net family assets*. This Section begins with a discussion of general policies related to assets and then provides HUD rules and PHA policies related to each type of asset.

General Policies

Income from Assets

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the PHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

> <u>BPHA Policy</u>
>
> Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to BPHA to show why the asset income determination does not represent the family's anticipated asset income.

Valuing Assets

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth in the market (e.g., the amount a buyer would pay for real estate or the total value of an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

> <u>BPHA Policy</u>
>
> Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28].

Lump-Sum Receipts

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIIP FAQs]. (For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see Sections 6-I.H and 6-I.I.)

Imputing Income from Assets [24 CFR 5.609(b)(3), Notice PIH 2012-29]

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

Note: The HUD field office no longer provides an interest rate for imputed asset income. The "safe harbor" is now for the PHA to establish a passbook rate within 0.75 percent of a national average.

The PHA must review its passbook rate annually to ensure that it remains within 0.75 percent of the national average.

> <u>BPHA Policy</u>
>
> BPHA will initially set the imputed asset passbook rate at the national rate established by the Federal Deposit Insurance Corporation (FDIC).
>
> BPHA will review the passbook rate annually, in December of each year. The rate will not be adjusted unless the current PHA rate is no longer within the 0.75 percent of the national rate. If it is no longer within 0.75 percent of the national rate, the passbook rate will be set at the current national rate.
>
> Changes to the passbook rate will take effect on February 1 following the December review.

Determining Actual Anticipated Income from Assets

It may or may not be necessary for the PHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement investment plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement investment plan.

Jointly Owned Assets

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes "amounts derived (during the 12-month period) from assets to which any member of the family has access."

> <u>BPHA Policy</u>

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

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

Assets Disposed Of for Less than Fair Market Value [24 CFR 5.603(b)]

HUD regulations require the PHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

Minimum Threshold

The *HVC Guidebook* permits the PHA to set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

<u>BPHA Policy</u>

BPHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than $1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

Separation or Divorce

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

<u>BPHA Policy</u>

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Foreclosure or Bankruptcy

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

Family Declaration

BPHA Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. BPHA may verify the value of the assets disposed of if other information available to BPHA does not appear to agree with the information reported by the family.

Types of Assets

Checking and Savings Accounts

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

BPHA Policy

BPHA will request bank statements from participant families for the most recent six months. These bank statements will be reviewed during the Annual Reexamination.

In determining the value of a checking account, BPHA will use the average monthly balance for the last six months.

In determining the value of a savings account, BPHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, BPHA will multiply the value of the account by the current rate of interest paid on the account.

Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

BPHA Policy

In determining the market value of an investment account, BPHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), BPHA will calculate asset income based on the earnings for the most recent reporting period.

Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25].

BPHA Policy

In determining the equity, BPHA will determine market value by examining recent sales of at least three properties in the surrounding or similar neighborhood that possess comparable factors that affect market value.

BPHA will first use the payoff amount for the loan (mortgage) as the unpaid balance to calculate equity. If the payoff amount is not available, BPHA will use the basic loan balance information to deduct from the market value in the equity calculation.

Equity in real property and other capital investments is considered in the calculation of asset income **except** for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]
- The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b), Notice PIH 2012-3].
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives [HCV GB, p. 5-25]
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in Section 6-I.F.
- Interests in Indian Trust Lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

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

BPHA Policy

For the purposes of calculating expenses to convert to cash for real property, BPHA will use ten percent of the market value of the home.

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

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

BPHA Policy

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

Trusts

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

Revocable Trusts

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset [HCV GB, p. 5-25]. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

Nonrevocable Trusts

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in Section 6-I.H.; lump-sum receipts are discussed earlier in this section.)

Special Needs Trusts

A special needs trust is a trust that may be created under some state laws, often by family members for disabled persons who are not able to make financial decisions for themselves. Generally, the assets within the trust are not accessible to the beneficiary.

(1) If the beneficiary does not have access to income from the trust, then it is not counted as part of income.

(2) If income from the trust is paid to the beneficiary regularly, those payments are counted as income.

> **Example – Special Needs Trust**
>
> Daryl Rockland is a 55-year-old person with disabilities, living with his elderly parents. The parents have established a special-needs trust to provide income for their son after they are gone. The trust is not revocable; neither the parents nor the son currently have access to the principal or interest. In calculating the income of the Rocklands, the PHA will disregard the trust.

If trust documents show that the applicant does not have access to the principal or interest, and does not receive regular payments from the trust, this should be sufficient to document that the trust is not accessible and should be disregarded.

Retirement Accounts

Company Retirement/Pension Accounts

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, BPHA must know whether the money is accessible before retirement [HCV GB, p. 5-26].

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26].

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate [HCV GB, p. 5-26], except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see Section 6-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.

IRA, Keogh, and Similar Retirement Savings Accounts

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25].

Personal Property

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, lottery and gambling winnings etc., is considered an asset [HCV GB, p. 5-25].

> <u>BPHA Policy</u>
>
> In determining the value of personal property held as an investment, BPHA will use the family's estimate of the value. BPHA may obtain an appraisal to confirm the value of the asset if there is reason to believe that the family's estimated value is off by $50 or more. The family must cooperate with the appraiser, but cannot be charged any costs related to the appraisal.
>
> Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

> <u>BPHA Policy</u>
>
> Necessary personal property consists of only those items not held as an investment, and may include clothing, furniture, household furnishings, costume jewelry, and vehicles, including those specially equipped for persons with disabilities.

Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets [HCV GB 5-25]. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

6-I.H. PERIODIC PAYMENTS

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

Periodic Payments <u>Included</u> in Annual Income

- Periodic payments from sources such as <u>social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions</u>. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].
- <u>Disability or death benefits and lottery receipts</u> paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14]

Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income. Additionally, any deferred disability benefits that are received in a lump-sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income [24 CFR 5.609 (c)(14)].

> <u>BPHA Policy</u>
>
> When a delayed-start payment is received and reported during the period in which BPHA is processing an annual reexamination, BPHA will not adjust the family share; however, an Interim Reexam will immediately be completed with the new family income.

Treatment of Overpayment Deductions from Social Security Benefits

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

> <u>BPHA Policy</u>
>
> An Interim Reexam will be processed once the income is adjusted appropriately.

Periodic Payments <u>Excluded</u> from Annual Income

- Payments received for the <u>care of foster children or foster adults</u> (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)]. Kinship guardianship assistance payments (Kin-GAP) and other similar guardianship payments are treated the same as foster care payments and are likewise excluded from annual income [Notice PIH 2012-1]

> <u>BPHA Policy</u>
>
> BPHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency. [HCV GB, p. 5-18]

- Amounts paid by a state agency to a family with a <u>member who has a developmental disability and is living at home</u> to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]

- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. *Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Lump sums received as a result of delays in processing Social Security and SSI payments (see Section 6-I.H.) [24 CFR 5.609(c)(14)].
- Lump-sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs (VA) [24 CFR 5.609(c)(14)]

6-I.I. PAYMENTS IN LIEU OF EARNINGS

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)]. (See also the discussion of periodic payments in Section 6-I.H and the discussion of lump-sum receipts in Section 6-I.G.)

6-I.J. WELFARE ASSISTANCE

Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

The PHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

Covered Families

The families covered by 24 CFR 5.615 are those "who receive welfare assistance or other public assistance benefits ('welfare benefits') from a State or other public agency ('welfare agency') under a program for which federal, state or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance" [24 CFR 5.615(b)]

Imputed Income

When a welfare agency imposes a sanction that reduces a family's welfare income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, the PHA must include in annual income "imputed" welfare income. The PHA must request that the welfare agency provide the reason for the reduction of benefits and the amount of the reduction of benefits. The imputed welfare income is the amount that the benefits were reduced as a result of the sanction.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

Offsets

The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

Alimony and Child Support

The PHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

> <u>BPHA Policy</u>
>
> BPHA will count court-awarded amounts for alimony and child support unless BPHA verifies that (1) the payments are not being made and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47].
>
> Families who receive alimony or child support outside of court-awarded support are not required to seek a court, however, must provide other forms of supporting documentation to verify the amount received.
>
> In an effort to reduce loss of federal funds that affect this program, BPHA enforces cost saving measures. Therefore, tenants eligible to receive child support are required to contact local child support agencies and any other funding source to provide financial assistance to the minor household members.

Regular Contributions or Gifts

The PHA must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family [24 CFR 5.609(b)(7)]. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)].

> <u>BPHA Policy</u>
>
> Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.
>
> Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by BPHA. For contributions that may vary from month to month (e.g., utility payments), BPHA will include an average amount based upon past history.

6-I.L. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9) and FR 12/14/12]

In 2005, Congress passed a law (for Section 8 programs only) requiring that certain student financial assistance be included in annual income. Prior to that, the full amount of student financial assistance was excluded. For some students, the full exclusion still applies.

Student Financial Assistance <u>Included</u> in Annual Income [24 CFR 5.609(b)(9) and FR 4/10/06]

The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

- They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
- They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV program, the project-based certificate program, the project-based voucher program, or the moderate rehabilitation program.
- They are under 24 years of age **OR** they have no dependent children.

For students who satisfy these three conditions, any financial assistance in excess of tuition and any other required fees and charges received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

To determine annual income in accordance with the above requirements, the PHA will use the definitions of *dependent child, institution of higher education,* and *parents* in Section 3-II.E, along with the following definitions [FR 4/10/06, pp. 18148-18150]:

- *Assistance under the Higher Education Act of 1965* includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Educational Assistance

Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.

- *Assistance from private sources* means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- *Tuition* will have the meaning given this term by the institution of higher education in which the student is enrolled and will include any other fees and charges required by the institution for enrollment [FR 5/20/14, p. 28939].

Student Financial Assistance Excluded from Annual Income [24 CFR 5.609(c)(6)]

Any student financial assistance not subject to inclusion under 24 CFR 5.609(b)(9) is fully excluded from annual income under 24 CFR 5.609(c)(6), whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parents who are seeking or receiving Section 8 assistance
- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*
- Students who are over 23 **AND** have at least one dependent child, as defined in Section 3-II.E
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) and updated by FR Notice 5/20/14 that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- 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) [(24 CFR 5.609(c)(8)(ii)]
- 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 [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of $480 per adopted child [24 CFR 5.609(c)(12)]

- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17), FR Notice 5/20/14]. HUD publishes an updated list of these exclusions periodically. It includes:

(a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))

(b) Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780 (b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC)

(c) Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058)

(d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))

(e) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)

(f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))

(g) Payments received under programs funded in whole or in part under the Workforce Investment Act of 1998 (29 U.S.C. 29631)

(h) Deferred disability benefits from the U. S. Department of Veterans Affairs, whether received as a lump sum or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4)).

(i) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, Section 6, 90 Stat. 2503-04)

(j) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))

(k) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled, *Elouise Cobell et al v. Ken Salazar et al.,* for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291).

(l) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)

(m) Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA)(25 U.S.C. 4101 *et seq*.) and administered by the Office of Native American Programs.

(n) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))

(o) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation,* M.D.L. No. 381 (E.D.N.Y.)

(p) Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).

(q) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1728)

(r) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)

(s) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, Section 101 of the Housing and Urban Development Act of 1965, and Sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l))

(t) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)

(u) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs (42 U.S.C. 1437f), the exception found in §237of Public Law 109-249, applies and requires that any amount of financial assistance in excess of amounts received by an individual for tuition and any other mandatory fees and charges under the Higher Education Act of 1965 (20 U.S.C. 101 et seq.) from private sources or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, Section 327 (as amended)) in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E)(Pub.L.109-249). (See Section 6-1.L. for exceptions.)

(v) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))

(w) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c))

(x) Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4))

(y) Payments made from the proceeds of Indian Tribal Trust Cases as described in Notice PIH 2013-30, "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a))

(z) Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

PART II: ADJUSTED INCOME

6-II.A. INTRODUCTION

Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity [PHA] must deduct the following amounts from annual income: (1) $480 for each dependent (2) $400 for any elderly family or disabled family (3) The sum of the following, to the extent the sum exceeds three percent of annual income: (i) Unreimbursed medical expenses of any elderly family or disabled family (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7.

Anticipating Expenses

<u>BPHA Policy</u>

If a family has an accumulated debt for medical or disability assistance expenses, BPHA will include, as an eligible expense, the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. BPHA will require the family to provide documentation of payments made in the preceding year.

An Interim Reexam will be completed on the actual and current verification of expenses.

6-II.B. DEPENDENT DEDUCTION

An allowance of $480 is deducted from annual income for each dependent [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION

A single deduction of $400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403].

6-II.D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent (3%) of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

Definition of *Medical Expenses*

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean "medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance."

> <u>BPHA Policy</u>
>
> The most current IRS Publication 502, *Medical and Dental Expenses,* will be used as a reference to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502	
Services of medical professionals Surgery and medical procedures that are necessary, legal, noncosmetic Services of medical facilities Hospitalization, long-term care, and in-home nursing services Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)	Substance abuse treatment programs Psychiatric treatment Ambulance services and some costs of transportation related to medical expenses The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) Cost and continuing care of necessary service animals Medical insurance premiums or the cost of a health maintenance organization (HMO)
Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.	

6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

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

Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

BPHA Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, BPHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When BPHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members' incomes.

Eligible Disability Expenses

Examples of auxiliary apparatus are provided in the *HCV Guidebook* as follows: "Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work" [HCV GB, p. 5-30].

HUD advises PHAs to further define and describe auxiliary apparatus [VG, p. 30].

Eligible Auxiliary Apparatus

BPHA Policy

Expenses incurred for maintaining or repairing an auxiliary apparatus is eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Eligible Attendant Care

The family determines the type of attendant care that is appropriate for the person with disabilities.

BPHA Policy

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, BPHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Payments to Family Members

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

BPHA Policy

BPHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, BPHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and BPHA will consider, the family's justification for costs that exceed typical costs in the area.

Families That Qualify for Both Medical and Disability Assistance Expenses

BPHA Policy

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, BPHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.F. CHILD CARE EXPENSE DEDUCTION

HUD defines *child care expenses* at 24 CFR 5.603(b) as "amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income."

Clarifying the Meaning of *Child* for This Deduction

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family's household are included when determining the family's child care expenses [HCV GB, p. 5-29].

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

BPHA Policy

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family's request, BPHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

BPHA Policy

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment every 3 months. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by BPHA. An interim will be conducted as needed.

Furthering Education

BPHA Policy

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Child care expense for those furthering education must be reevaluated and verified every school term. An interim will be conducted as needed.

Being Gainfully Employed

BPHA Policy

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by "the amount of employment income that is included in annual income" [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above $480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes $15,000 but because of the EID only $5,000 is included in annual income, child care expenses are limited to $5,000.

The PHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

BPHA Policy

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, BPHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

Eligible Child Care Expenses

The type of care to be provided is determined by the assisted family. BPHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

Allowable Child Care Activities

> <u>BPHA Policy</u>
>
> For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp or those activities which consist of childcare services) are allowable forms of child care.
>
> Child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.
>
> If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, BPHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Necessary and Reasonable Costs

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

> <u>BPHA Policy</u>
>
> Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour per day.
>
> To establish the reasonableness of child care costs, BPHA may use the schedule of child care costs from the local welfare agency. Families may present, and BPHA will consider, justification for costs that exceed typical costs in the area.

PART III: CALCULATING FAMILY SHARE AND PHA SUBSIDY

6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between $0 and $50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in Section 6-III.B.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

Welfare Rent [24 CFR 5.628]

<u>BPHA Policy</u>

Welfare rent does not apply in this locality.

Minimum Rent [24 CFR 5.630]

<u>BPHA Policy</u>

The minimum rent for this locality is $50.

Family Share [24 CFR 982.305(a)(5)]

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the PHA's applicable payment standard: (1) the family will pay more than the TTP, and (2) at initial occupancy the PHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than 60 days before the family's voucher was issued. (For a discussion of the application of payment standards, see Section 6-III.C.)

PHA Subsidy [24 CFR 982.505(b)]

The PHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of (1) the applicable payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP. (For a discussion of the application of payment standards, see Section 6-III.C.)

Utility Reimbursement [24 CFR 982.514(b)]

When the PHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

BPHA Policy

BPHA will make utility reimbursements to the family.

6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship. The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TT.

Financial hardship exemption from minimum rent—

(1) *Family's exempt from minimum rent -* The PHA must grant an exemption from payment of minimum rent if the family is unable to pay the minimum rent because of financial hardship. Financial hardship includes these situations:

- (i) When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- (ii) When the family would be evicted because it is unable to pay the minimum rent;
- (iii) When the income of the family has decreased because of changed circumstances, including loss of employment;
- (iv) When a death has occurred in the family; and
- (v) Other circumstances determined by the responsible entity or HUD.

(2) *Requests for hardship exemption?*

All section 8 programs. (A) If a family requests a financial hardship exemption, the responsible entity must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption until the responsible entity determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term.

(B) The responsible entity must promptly determine whether a qualifying hardship exists and whether it is temporary or long term.

(C) If the responsible entity determines that a qualifying financial hardship is temporary, the PHA must not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for a hardship exemption. At the end of the 90-day suspension period, the responsible entity must reinstate the minimum rent from the beginning of the suspension. The family must be offered a reasonable repayment agreement, on terms and conditions established by the responsible entity, for the amount of back rent owed by the family.

BPHA Policy

The BPHA will enter into a repayment agreement in accordance with the procedures found in Chapter 16 of this plan.

(iii) *All programs.* (A) If the responsible entity determines there is no qualifying financial hardship exemption, the responsible entity must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family must pay the back rent on terms and conditions established by the responsible entity.

BPHA Policy

The BPHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

(B) If the responsible entity determines a qualifying financial hardship is long term, the responsible entity must exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

(C) The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to §5.628(a)(4) and §5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to §5.628(a)(1), (a)(2) and (a)(3)).

BPHA Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. The BPHA will make the determination of hardship within 10 business days.

The BPHA defines temporary hardship as a hardship expected to last twenty-four (24) months or less. Long-term hardship is defined as a hardship expected to last more than twenty-four (24) months..

The hardship period ends when any of the following circumstances apply: (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent. (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost.

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to § 5.628(a)(4) and § 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to § 5.628(a)(1), (a)(2) and (a)(3)).

6-III.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505]

Overview

The PHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. This section covers the application of the PHA's payment standards. The establishment and revision of the PHA's payment standard schedule are covered in Chapter 16.

Payment standard is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)].

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under the PHA's subsidy standards [24 CFR 982.4 (B)], or (2) the payment standard for the size of the dwelling unit rented by the family.

If the PHA has established an exception payment standard for a designated part of an FMR area and a family's unit is located in the exception area, the PHA must use the appropriate payment standard for the exception area.

The PHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP.

If during the term of the HAP contract for a family's unit, the owner lowers the rent, the PHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8].

Changes in Payment Standards

When HUD updates its FMRs, the PHA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)].

<u>BPHA Policy</u>
Payment standards are reviewed annually to confirm that they are within the basic range.

Decreases [24 CFR 982.505 (3)]

Decrease in the payment standard amount during the HAP contract term. If the amount on the payment standard schedule is decreased during the term of the HAP contract, the lower payment standard amount generally must be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard amount. The PHA must determine the payment standard for the family as follows.

(i) *Step 1:* At the first regular reexamination following the decrease in the payment standard amount, the PHA shall determine the payment standard for the family in accordance with paragraphs (c)(1) and (c)(2) of this section (using the decreased payment standard amount).

(ii) *Step 2* (first reexamination payment standard amount): The PHA shall compare the payment standard amount from step 1 to the payment standard amount last used to calculate the monthly housing assistance payment for the family. The payment standard amount used by the PHA to calculate the monthly housing assistance payment at the first regular reexamination following the decrease in the payment standard amount is the higher of these two payment standard amounts. The PHA shall advise the family that the application of the lower payment standard amount will be deferred until the second regular reexamination following the effective date of the decrease in the payment standard amount.

(iii) *Step 3* (second reexamination payment standard amount): At the second regular reexamination following the decrease in the payment standard amount, the lower payment standard amount shall be used to calculate the monthly housing assistance payment for the family unless the PHA has subsequently increased the payment standard amount, in which case the payment standard amount is determined in accordance with paragraph (c)(4) of this section.

Increase

(4) *Increase in the payment standard amount during the HAP contract term.* If the payment standard amount is increased during the term of the HAP contract, the increased payment standard amount shall be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the family's first

regular reexamination on or after the effective date of the increase in the payment standard amount.

(5) *Change in family unit size during the HAP contract term.* Irrespective of any increase or decrease in the payment standard amount, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard amount for the family beginning at the family's first regular reexamination following the change in family unit size.

(d) *PHA approval of higher payment standard for the family as a reasonable accommodation.* If the family includes a person with disabilities and requires a higher payment standard for the family, as a reasonable accommodation for such person, in accordance with part 8 of this title, the PHA may establish a higher payment standard for the family within the basic range.

6-III.D. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]

Overview

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. A family’s utility allowance is determined by the size of dwelling unit leased by a family or the voucher unit size for which the family qualifies using PHA subsidy standards, whichever is the lowest of the two [FR Notice 6/25/14]. See Chapter 5 for information on the PHA’s subsidy standards.

> <u>BPHA Policy</u>
>
> The utility allowance for a family shall be the lower of (1) The utility allowance amount for the family voucher size; or (2) the utility allowance amount for the actual unit size of the unit rented by the family. For policies on establishing and updating utility allowances, see Chapter 16.

Reasonable Accommodation

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. For example, if a family member with a disability requires such an accommodation, the PHA will approve an allowance for air-conditioning, even if the PHA has determined that an allowance for air-conditioning generally is not needed.

> <u>BPHA Policy</u>
>
> Upon request of a family that includes a person with disabilities, the BPHA will approve a utility allowance higher than the applicable amount if such a higher utility allowance is needed as a reasonable accommodation in accordance with HUD’s regulations in 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

Utility Allowance Revisions

At reexamination, the PHA must use the PHA current utility allowance schedule [24 CFR 982.517(d)(2)].

> <u>BPHA Policy</u>
>
> Revised utility allowances will be applied to a family's rent and subsidy calculations at the first annual reexamination that is effective after the allowance is adopted. Revised Utility allowances will be used to calculate interims where the family's voucher size is revised. For changes in utility allowances see Chapter 11 III. B.

6-III.E. PRORATED ASSISTANCE FOR MIXED FAMILIES [24 CFR 5.520]

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if the PHA subsidy for a family is calculated at $500 and two of four family members are ineligible, the PHA subsidy would be reduced to $250.

EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS

24 CFR 5.609

(a) *Annual income means all amounts, monetary or not, which:*

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) *Annual income includes, but is not limited to:*

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The 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. 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 by the family.

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this Section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this Section);

(5) Payments in lieu of earnings, such as unemployment and disability

compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this Section);

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31[1]; and

(B) Are not otherwise excluded under paragraph (c) of this Section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)

(9) For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

HHS DEFINITION OF "ASSISTANCE"

45 CFR: GENERAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

260.31 - What does the term “assistance” mean?

(a)(1) The term “assistance” includes cash, payments, vouchers, and other forms of benefits designed to meet a family’s ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

[1] Text of 45 CFR 260.31 follows.

(2) It includes such benefits even when they are:

(i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

(ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.

(b) [The definition of “assistance”] excludes:

(1) Nonrecurring short-term benefits that:

(i) Are designed to deal with a specific crisis situation or episode of need;

(ii) Are not intended to meet recurrent or ongoing needs; and

(iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

(3) Supportive services such as child care and transportation provided to families who are employed;

(4) Refundable earned income tax credits;

(5) Contributions to, and distributions from, Individual Development Accounts;

(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to Section 404(k) of the Social Security Act, to an individual who is not otherwise receiving assistance.

EXHIBIT 6-2: ANNUAL INCOME EXCLUSIONS[2]

24 CFR 5.609

(c) *Annual income does not include the following:*

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's

compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in Section 5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8)(i) Amounts received under training programs funded by HUD;

(ii) 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);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) 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. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. 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;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) 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;

(11) Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of $480 per adopted child;

(13) [HUD Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a

lump sum amount or in prospective monthly amounts.

(15) 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;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute 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 24 CFR 5.609(c) apply. A notice will be published in the *Federal Register* and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See Section 6-1.M for a list of benefits that qualify for this exclusion.]

(18) Allowances paid to children of Vietnam veterans born with spina bifida and children of women Vietnam veterans born with certain birth defects, and to children of certain Korean service veterans born with spina bifida.

EXHIBIT 6-3: TREATMENT OF FAMILY ASSETS

24 CFR 5.603(b) Net Family Assets

(1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

(2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.

(3) In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

(4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under Part 982, Subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

EXHIBIT 6-4: EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES

24 CFR 5.617 Self-sufficiency incentives for persons with disabilities–Disallowance of increase in annual income.

(a) *Applicable programs.* The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR Part 92); Housing Opportunities for Persons with AIDS (24 CFR Part 574); Supportive Housing Program (24 CFR Part 583); and the Housing Choice Voucher Program (24 CFR Part 982).

(b) *Definitions.* The following definitions apply for purposes of this Section.

Disallowance. Exclusion from annual income.

Previously unemployed includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Qualified family. A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

(1) Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

(2) Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any State program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-- provided that the total amount over a six-month period is at least $500.

(c) *Disallowance of increase in annual income—*

(1) Initial twelve month exclusion. During the cumulative twelve month period beginning on the date a member who is a person with disabilities of a qualified

family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

(2) Second twelve month exclusion and phase-in. During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family fifty percent (50%) of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(3) Maximum four year disallowance. The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) is limited to a lifetime 48-month period. The disallowance only applies for a maximum of twelve months for disallowance under paragraph (c)(1) and a maximum of twelve months for disallowance under paragraph (c)(2), during the 48-month period starting from the initial exclusion under paragraph (c)(1) of this section.

(d) *Inapplicability to admission.* The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

EXHIBIT 6-5: THE EFFECT OF WELFARE BENEFIT REDUCTION

24 CFR 5.615

Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

(a) *Applicability.* This section applies to covered families who reside in public housing (Part 960 of this title) or receive Section 8 tenant-based assistance (Part 982 of this title).

(b) *Definitions.* The following definitions apply for purposes of this Section:

Covered families. Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which federal, state, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Economic self-sufficiency program. See definition at Section 5.603.

Imputed welfare income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefits reduction.

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

(c) *Imputed welfare income.*

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Section 5.609.

(2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

(d) *Review of PHA decision.*

(1) Public housing. If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with Part 966, Subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Section 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Section 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

(e) *PHA relation with welfare agency.*

(1) The PHA must ask welfare agencies to inform the PHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the PHA written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, or for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.

Chapter 7

VERIFICATION

[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230, Notice PIH 2010-19]

INTRODUCTION

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA will follow the verification guidance provided by HUD in PIH Notice 2010-19 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. Part II provides more detailed requirements related to family information. Part III provides information on income and assets and Part IV covers mandatory deductions.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the PHA.

PART I. GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516 AND 982.551, 24 CFR 5.230]

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 982.551].

Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with PHA procedures.

7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy [Notice PIH 2010-19]

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

BPHA Policy

In order of priority, the forms of verification that BPHA will use are:

Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system

Up-front Income Verification (UIV) using a non-HUD system

Written Third-Party Verification

Written Third-party Verification Form

Oral Third-party Verification

Self-Certification

Each of the verification methods is discussed in subsequent Sections below.

Requirements for Acceptable Documents

BPHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to BPHA. The documents must not be damaged, altered or in any way illegible.

Print-outs from Web pages are considered original documents.

BPHA staff member who views the original document must make a photocopy, annotate the copy with original (og) and the initial of the Housing staff who accepted it.

Any family self-certifications must be made in a format acceptable to BPHA and must be signed in the presence of a BPHA representative or a licensed notary public.

File Documentation

The PHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

BPHA Policy

BPHA will document, in the family file, the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing adjusted income

When the PHA is unable to obtain third-party verification, the PHA will document in the family file the reason that third-party verification was not available [24 CFR 982.516(a)(2); Notice PIH 2010-19].

7-I.C. UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.

See Chapter 6 for the PHA's policy on the use of UIV/EIV to project annual income.

Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)

PHAs must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with 24 CFR 5.236 and administrative guidance issued by HUD. The EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families. The following policies apply to the use of HUD's EIV system.

EIV Income Reports

The data shown on income reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

BPHA Policy

BPHA will obtain income reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

Income reports will be compared to family-provided information as part of the annual reexamination process. Income reports may be used in the calculation of annual income, as described in Chapter 6-I.C. Income reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between income reports and family-provided information will be resolved as described in Chapter 6-I.C. and in this chapter.

Income reports may be used in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income reports will be retained in participant files with the applicable annual or interim reexamination documents.

When BPHA determines through income reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

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.

PHAs are required to use EIV's *Identity Verification Report* on a monthly basis to improve the availability of income information in EIV [Notice PIH 2012-10].

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

<u>BPHA Policy</u>

BPHA will identify participants whose identity verification has failed by reviewing EIV's *Identity Verification Report* on a monthly basis.

BPHA will attempt to resolve PIC/SSA discrepancies by obtaining appropriate documentation from the participant. When BPHA determines that discrepancies exist due to BPHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

Upfront Income Verification Using Non-HUD Systems (Optional)

In addition to mandatory use of the EIV system, HUD encourages PHAs to utilize other upfront verification sources.

BPHA Policy

BPHA will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

HUD's EIV system

7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

HUD's current verification hierarchy defines two types of written third-party verification. The more preferable form, "written third-party verification," consists of an original document generated by a third-party source, which may be received directly from a third-party source. If written third-party verification is not available, the PHA must attempt to obtain a "written third-party verification form." This is a standardized form used to collect information from a third party.

Written Third-Party Verification [Notice PIH 2010-19]

Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source.

Examples of acceptable tenant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

The PHA is required to obtain, at minimum, two current and consecutive pay stubs for determining annual income from wages.

The PHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

BPHA Policy

Third-party documents provided by the family must be dated within 60 days of BPHA request date.

If BPHA determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation.

As verification of earned income, BPHA will require the family to provide the last six (6) most current, consecutive pay stubs.

For Annual Reexams prior to May of each year, current income taxes must be submitted no later than April 15. For any other Annual Reexam, income taxes may be provided at time of Annual Reexam appointment.

Written Third-Party Verification Form

When upfront verification is not available and the family is unable to provide written third-party documents, the PHA must request a written third-party verification form. HUD's position is that this traditional third-party verification method presents administrative burdens and risks which may be reduced through the use of family-provided third-party documents.

PHAs may mail, fax, or e-mail third-party written verification form requests to third-party sources.

BPHA Policy

BPHA will send third-party verification forms directly to the third party.

Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by BPHA.

Oral Third-Party Verification [Notice PIH 2010-19]

For third-party oral verification, PHAs contact sources, identified by UIV techniques or by the family, by telephone or in person.

Oral third-party verification is mandatory if neither form of written third-party verification is available.

Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time—e.g. 10 business days.

PHAs should document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

BPHA Policy

In collecting third-party oral verification, PHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification BPHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

Oral third party verification may also be used to verify third party written verification forms submitted to BPHA.

When Third-Party Verification is Not Required [Notice PIH 2010-19]

Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family's total tenant payment.

BPHA Policy

If the family cannot provide original documents, BPHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Imputed Assets

HUD permits PHAs to accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

BPHA Policy

BPHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value. To be reviewed on a case-by-case basis.

7-I.E. SELF-CERTIFICATION

Self-certification, or "tenant declaration," is used as a last resort when the PHA is unable to obtain third-party verification.

When the PHA relies on a tenant declaration for verification of income, assets, or expenses, the family's file must be documented to explain why third-party verification was not available.

BPHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to BPHA.

BPHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to BPHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a BPHA representative or licensed notary public.

PART II. VERIFYING FAMILY INFORMATION

7-II.A. VERIFICATION OF LEGAL IDENTITY

BPHA Policy

BPHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicles identification card U.S. military discharge (DD 214) Current U.S. passport Current employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID Certified school records

If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided a certification must be provided in a format acceptable to the PHA and be signed in the presence of a PHA representative or PHA notary public.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the PHA has reason to doubt the identity of a person representing him or herself to be a participant.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216, Notice PIH 2012-10]

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include, existing program participants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

Note that an individual who previously declared to have eligible immigration status may not change his or her declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Nor may the head of household opt to remove a household member from the family composition for this purpose.

The PHA must accept the following documentation as acceptable evidence of the social security number:

An original SSN card issued by the Social Security Administration (SSA)

An original SSA-issued document, which contains the name and SSN of the individual

An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

The PHA may only reject documentation of an SSN provided by an applicant or participant if the document is not an original document or if the original document has been altered, mutilated, is illegible, or appears to be forged.

BPHA Policy

BPHA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to BPHA within 90 days.

When a participant requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the participant must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The PHA may not add the new household member until such documentation is provided.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the PHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control. During the period the PHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

BPHA Policy

BPHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously-assisted occupancy.

BPHA Policy

BPHA will verify each disclosed SSN by:

Obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers

Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

Once the individual's verification status is classified as "verified," the PHA may, at its discretion, remove and destroy copies of documentation accepted as evidence of social security numbers. The retention of the EIV Summary Report or Income Report is adequate documentation of an individual's SSN.

BPHA Policy

Once an individual's status is classified as "verified" in HUD's EIV system, BPHA will remove and destroy copies of documentation accepted as evidence of social security numbers.

7-II.C. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

BPHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, BPHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

7-II.D. FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

BPHA Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

BPHA Policy

A marriage certificate is required to verify that a couple is married.

Separation or Divorce

BPHA Policy

Certification by the head of household is normally sufficient verification. If BPHA has reasonable doubts about a separation or divorce, BPHA will require the family to provide documentation of the divorce, or separation.

Absence of Adult Member

BPHA Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, BPHA may request the family to submit evidence supporting that the person is no longer residing in the assisted unit (e.g., documentation of another address at which the person resides such as a lease or utility bill).

The family is also required to obtain and submit to BPHA a certification/letter from the property owner acknowledging/approving the changes to the family composition at the assisted unit.

Foster Children and Foster Adults

BPHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.E. VERIFICATION OF STUDENT STATUS

General Requirements

BPHA Policy

BPHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family reports full-time student status for an adult other than the head, spouse, or co-head.
- The family reports child care expenses to enable a family member to further his or her education.
- The family includes a student enrolled in an *institution of higher education.*
- A student verification form is provided during the annual reexam appointment informing the households to submit current full-time student status for each quarter or semester. The student verification form must be submitted if the household wishes to continue to receive allowance; otherwise, an interim reexam will be completed to remove the allowance effective the following month the form expires or after household fails to submit a current form.

Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving HCV assistance.

BPHA Policy

In accordance with the verification hierarchy described in Section 7-1.B, BPHA will determine whether the student is exempt from the restrictions in 24 CFR 5.612 by verifying any one of the following exemption criteria:

The student is enrolled at an educational institution that does not meet the definition of *institution of higher education* in the Higher Education Act of 1965 (see Exhibit 3-2).

The student is at least 24 years old.

The student is a veteran, as defined in Section 3-II.E.

The student is married.

The student has at least one dependent child, as defined in Section 3-II.E.

The student is a person with disabilities, as defined in Section 3-II.E, and was receiving assistance prior to November 30, 2005.

If the PHA cannot verify at least one of these exemption criteria, the PHA will conclude that the student is subject to the restrictions on assistance at 24 CFR 5.612. In addition to verifying the student's income eligibility, the PHA will then proceed to verify either the student's parents' income eligibility (see Section 7-III.J) or the student's independence from his/her parents (see below).

Independent Student

BPHA Policy

BPHA will verify a student's independence from his/her parents to determine that the student's parents' income is not relevant for determining the student's eligibility by doing all of the following:

- Either reviewing and verifying previous address information to determine whether the student has established a household separate from his/her parents for at least one year or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education's definition of *independent student* (see Section 3-II.E)
- Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent
- Requesting and obtaining written certification directly from the student's parents identifying the amount of support they will be providing to the student, even if the amount of support is $0.

7-II.F. DOCUMENTATION OF DISABILITY

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at http://www.hhs.gov/ocr/privacy/.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions [VG, p. 23].

> BPHA Policy
>
> For family members claiming disability who receive disability benefits from the SSA, BPHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system. If documentation from HUD's EIV System is not available, BPHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), BPHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to BPHA.

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.403.

> <u>BPHA Policy</u>
>
> For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)].

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

> <u>BPHA Policy</u>
>
> Family members who claim U.S. citizenship or national status will be required to provide additional documentation.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-1 at the end of this chapter summarizes documents family members must provide.

PHA Verification [HCV GB, pp. 5-3 and 5-7]

For family members ages 62 or older who claim to be eligible immigrants, a signed declaration of eligible immigration status and proof of age document is required. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status. In addition, further verification may include the use of the INS automated system; Systematic Alien Verification For Entitlements (SAVE).

7-II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant that determined placement on the waiting list.

PART III. VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. EARNED INCOME

Tips

BPHA Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

Wages

BPHA Policy

For wages other than tips, the family must provide the last six (6) pay stubs in consecutive order.

7-III.B. BUSINESS AND SELF-EMPLOYMENT INCOME

BPHA Policy

Business owners and self-employed persons will be required to provide:

If an audit was conducted, provide an audited financial statement for the previous fiscal year. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

BPHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination, BPHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months BPHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months BPHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

Social Security/SSI Benefits

BPHA Policy

To verify the SS/SSI benefits of applicants, BPHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), BPHA will help the applicant request a benefit verification letter from SSA's Web site at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the applicant has received the benefit verification letter they will be required to provide it to BPHA.

To verify the SS/SSI benefits of participants, BPHA will obtain information about social security/SSI benefits through the HUD EIV System, and confirm with the participant(s) that the current listed benefit amount is correct. If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, BPHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) BPHA will help the participant request a benefit verification letter from SSA's Web site at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the participant has received the benefit verification letter they will be required to provide it to BPHA.

7-III.D. ALIMONY OR CHILD SUPPORT

BPHA Policy

The methods BPHA will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.

If the family declares that it ***receives regular payments***, verification will be obtained in the following order of priority:

Copies of the receipts and/or payment stubs for the 60 days prior to PHA request

Third-party verification form from the state or local child support enforcement agency

Third-party verification form from the person paying the support

Family's self-certification of amount received.

If the family declares that it ***receives irregular or no payments***, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts.

If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts is acceptable.

Note: In an effort to provide families with obtaining all source of income available, families are required to take independent action or action through child support enforcement agency. BPHA understands extenuating circumstances may exist, for example, cases of domestic violence. Therefore, families with extenuating circumstances requesting a waiver from taking required actions for child support will be accepted and approved on case-by-case basis.

7-III.E. ASSETS AND INCOME FROM ASSETS

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The PHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

BPHA Policy

BPHA will verify the value of assets disposed of only if:

BPHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

> Example 1: An elderly participant reported a $10,000 certificate of deposit at the last annual reexamination and the PHA verified this amount. Now the person reports that she has given this $10,000 to her son. The PHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.
>
> Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately $5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the PHA will verify the value of this asset.

7-III.F. NET INCOME FROM RENTAL PROPERTY

BPHA Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant.

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, BPHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7-III.G. RETIREMENT ACCOUNTS

BPHA Policy

BPHA will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

The type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, BPHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, BPHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, BPHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

7-III.H. INCOME FROM EXCLUDED SOURCES

A detailed discussion of excluded income is provided in Chapter 6, Part I.

HUD guidance on verification of excluded income draws a distinction between income which is fully excluded and income which is only partially excluded.

For fully excluded income, the PHA is **not** required to follow the verification hierarchy, document why 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. However, if there is any doubt that a source of income qualifies for full exclusion, PHAs have the option of requiring additional verification.

- For partially excluded income, the PHA **is** required to follow the verification hierarchy and all applicable regulations, and to report the income on the 50058. Partially excluded income is defined as income where only a certain portion of what is reported by the family qualifies to be excluded and the remainder is included in annual income (for example, the income of an adult full-time student, or income excluded under the earned income disallowance) per PHA Policy.
- The PHA will accept the family's self-certification as verification of fully excluded income. The PHA may request additional documentation if necessary to document the income source.
- The PHA will verify the source and amount of partially excluded income as described in Part 1 of this chapter.

7-III.I. ZERO ANNUAL INCOME STATUS

BPHA Policy

BPHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, and earnings are not being received by families claiming to have zero annual income. BPHA will also require tenant's make attempts to obtain available source of income when possible.

7-III.J. STUDENT FINANCIAL ASSISTANCE

Any financial assistance, in excess of amounts received for tuition, that a person attending an institution of higher education receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education must be considered income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving HCV assistance [24 CFR 5.609(b)(9) and FR 4/10/06].

For students over the age of 23 with dependent children or students residing with parents who are seeking or receiving HCV assistance, the full amount of student financial assistance is excluded from annual income [24 CFR 5.609(c)(6)]. The full amount of student financial assistance is also excluded for students attending schools that do not qualify as institutions of higher education (as defined in Exhibit 3-2). Excluded amounts are verified only if, without verification, the PHA would not be able to determine whether or to what extent the income is to be excluded (see Section 7-III.H).

BPHA Policy

For a student subject to having a portion of his/her student financial assistance included in annual income in accordance with 24 CFR 5.609(b)(9), BPHA will request written third-party verification of both the source and the amount. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, BPHA will request written verification of the student's tuition amount.

If BPHA is unable to obtain third-party written verification of the requested information, BPHA will pursue other forms of verification following the verification hierarchy in Section 7-I.B.

7-III.K. PARENTAL INCOME OF STUDENTS SUBJECT TO ELIGIBILITY RESTRICTIONS

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the income of the student's parents must be considered when determining income eligibility, unless the student is determined independent from his or her parents in accordance with PHA Policy [24 CFR 5.612 and FR 4/10/06, p. 18146].

This provision does not apply to students residing with parents who are seeking or receiving HCV assistance. It is limited to students who are seeking or receiving assistance on their own, separately from their parents.

<u>BPHA Policy</u>

If BPHA is required to determine the income eligibility of a student's parents, BPHA will request an income declaration and certification of income from the appropriate parent(s) (as determined in Section 3-II.E). BPHA will send the request directly to the parents, who will be required to certify to their income under penalty of perjury. The parents will be required to submit the information directly to BPHA. The required information must be submitted (postmarked) within 10 business days of the date of BPHA's request or within any extended time frame approved by BPHA.

BPHA reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to, Internal Revenue Service (IRS) tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters, and other official and authentic documents from a federal, state, or local agency.

PART IV. VERIFYING MANDATORY DEDUCTIONS

7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 (6-II.B.) for a full discussion of this deduction. The PHA must verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and Chapter 6 (6-II.C.) for a discussion of the deduction. The PHA must verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

7-IV.B. MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in Section 6-II.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

BPHA Policy

Medical expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts or receipts.

BPHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. BPHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

Written third-party verification forms, if the family is unable to provide acceptable documentation.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

In addition, the PHA must verify that:

- The household is eligible for the deduction
- The costs to be deducted are qualified medical expenses
- The expenses are not paid for or reimbursed by any other source
- Costs incurred in past years are counted only once

Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62, or a person with disabilities. The PHA must verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in Chapter 7 (7-IV.A.) of this plan.

Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 6 (6-II.D.) for the PHA's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

> <u>BPHA Policy</u>
>
> The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

Expenses Incurred in Past Years

> <u>BPHA Policy</u>
>
> When anticipated costs are related to on-going payment of medical bills incurred in past years, BPHA will verify:
>
> The anticipated repayment schedule
>
> The amounts paid in the past, and
>
> Whether the amounts to be repaid have been deducted from the family's annual income in past years.

7-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in Section 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

Attendant Care

BPHA Policy

BPHA will accept written third-party documents provided by the family.

If family-provided documents are not available, BPHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Written third-party documents provided by the family, such as receipts or cancelled checks.

Third-party verification form signed by the provider if family-provided documents are not available.

If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Auxiliary Apparatus

BPHA Policy

Expenses for auxiliary apparatus will be verified through:

Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party verification is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in Section 7-II.F above).
- The expense permits a family member, or members, to work (as described in Section 6-II.E.).
- The expense is not reimbursed from another source (as described in Section 6-II.E.).

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The PHA will verify that the expense is incurred for a person with disabilities (see Section 7-II.F).

Family Member(s) Permitted to Work

The PHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

> <u>BPHA Policy</u>
>
> BPHA will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (see Section 6-II.E). This documentation may be provided by the family.
>
> If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

> <u>BPHA Policy</u>
>
> The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

7-IV.D. CHILD CARE EXPENSES

Policies related to childcare expenses are found in Chapter 6 (Section 6-II.F). The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, the PHA must verify that:

- The child is eligible for care (12 or younger)
- The costs claimed are not reimbursed
- The costs enable a family member to work, actively seek work, or further their education
- The costs are for an allowable type of childcare (Supporting documentation is required, including BPHA Childcare Certification form and 3 months payment receipts.)
- The costs are reasonable

Eligible Child

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. The PHA will verify that the child being cared for (including foster children) is under the age of 13 (see Section 7-II.C.).

Unreimbursed Expense

To be eligible for the childcare deduction, the costs must not be reimbursed by another source.

> <u>BPHA Policy</u>
>
> The family (and the care provider) will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

> <u>BPHA Policy</u>
>
> *Information to be gathered*
>
> BPHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.
>
> *Seeking Work*
>
> Whenever possible, BPHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases BPHA will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to BPHA any reports provided to the other agency.
>
> In the event third-party verification is not available, BPHA will provide the family with a form on which the family member must record job search efforts. BPHA will review this information at each subsequent reexamination for which this deduction is claimed.
>
> *Furthering Education*
>
> BPHA will request third-party documentation to verify that the person permitted to further his or her education by the childcare is enrolled and

provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

Gainful Employment

BPHA will seek third-party verification of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

Allowable Type of Child Care

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

<u>BPHA Policy</u>

BPHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6 (Section 6-II.F).

BPHA will verify that the fees paid to the childcare provider cover only childcare costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

BPHA will verify that the childcare provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable childcare costs can be deducted.

<u>BPHA Policy</u>

The actual costs the family incurs will be compared with BPHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, BPHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

EXHIBIT 7-1: SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS [HCV GB, pp. 5-9 and 5-10]

- **All** noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.
- Except for persons 62 or older, all noncitizens must sign a verification consent form.
- Additional documents are required based upon the person's status.

Elderly Noncitizens

- A person 62 years of age or older who claims eligible immigration status must also provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens

- Noncitizens that claim eligible immigration status must also present the applicable USCIS document. Acceptable USCIS documents are listed below.

• Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
• Form I-94 Arrival-Departure Record annotated with one of the following:
  ◦ "Admitted as a Refugee Pursuant to Section 207"
  ◦ "Section 208" or "Asylum"
  ◦ "Section 243(h)" or "Deportation stayed by Attorney General"
  ◦ "Paroled Pursuant to Section 221 (d)(5) of the USCIS"
	• Form I-94 Arrival-Departure Record with no annotation accompanied by:
	  ◦ A final court decision granting asylum (but only if no appeal is taken);
	  ◦ A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);
	  ◦ A court decision granting withholding of deportation; or
	  ◦ A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90)

• Form I-688 Temporary Resident Card annotated "Section 245A" or Section 210".	Form I-688B Employment Authorization Card annotated "Provision of Law 274a. 12(11)" or "Provision of Law 274a.12".

- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant's entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register.*
- BPHA will also use the Systematic Alien Verification for Entitlements (SAVE) system to verify a person's immigration status. The SAVE system provides the Alien Registration Number, Verification Number, First Name, Last Name and Immigration Status messages.

Chapter 8

HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS

[24 CFR 982 Subpart I and 24 CFR 982.507]

INTRODUCTION

HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD's Housing Quality Standards (HQS) and permits the PHA to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and PHA-established requirements.

All units must pass an HQS inspection prior to the approval of a lease and at least once every 24 months during the term of the contract, and at other times as needed, to determine that the unit meets HQS. Effective July 1, 2014, PHAs may establish a policy for performing unit inspections biennially rather than annually. This policy could apply to some or all assisted units. PHAs still have the option to inspect every unit annually. See Section 8-II.G for further details.

HUD also requires PHAs to determine that rents for units under the program are reasonable when compared to comparable unassisted units in the market area.

This chapter explains HUD and PHA requirements related to housing quality and rent reasonableness as follows:

> Part I. Physical Standards. This part discusses the physical standards required of units occupied by HCV-assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family's preference. It also identifies life-threatening conditions that must be addressed on an expedited basis.
>
> Part II. The Inspection Process. This part describes the types of inspections the PHA will make and the steps that will be taken when units do not meet HQS.
>
> Part III. Rent Reasonableness Determinations. This part discusses the policies the PHA will use to make rent reasonableness determinations.

Special HQS requirements for homeownership, manufactured homes, and other special housing types are discussed in Chapter 15 to the extent that they apply in this jurisdiction.

PART I: PHYSICAL STANDARDS

8.I.A. GENERAL HUD REQUIREMENTS

HUD Performance and Acceptability Standards

HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR 982.401.

These standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior Air Quality
- Water Supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke Detectors

A summary of HUD performance criteria is provided in Exhibit 8-1. Additional guidance on these requirements is found in the following HUD resources:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, Form HUD-52580 (3/01) and Inspection Checklist, Form HUD-52580-A (9/00)
- HUD Notice 2003-31, Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

Tenant Preference Items

HUD requires the PHA to enforce minimum HQS but also recognizes that certain judgments about the acceptability of the unit are left to the family. For example, the PHA must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic appearance of the facilities is acceptable. Exhibit 8-2 summarizes those items that are considered tenant preferences.

Modifications to Provide Accessibility

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. [24 CFR 100.203; Notice 2003-31].

Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

> <u>BPHA Policy</u>
>
> Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to BPHA for review.

8.I.B. ADDITIONAL LOCAL REQUIREMENTS

The PHA may impose variations to the HQS as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choices for families. HUD approval is required for variations to the HQS. HUD approval is not required if the variations are clarifications of HUD's acceptability criteria or performance standards [24 CFR 982.401(a)(4)].

State and Local Codes

The property must meet State and Local Codes.

Thermal Environment [HCV GB p.10-7]

The PHA must define a "healthy living environment" for the local climate. This may be done by establishing a temperature that the heating system must be capable of maintaining, that is appropriate for the local climate.

> <u>BPHA Policy</u>
>
> The heating system must be capable of maintaining an interior temperature of 65 degrees Fahrenheit between October 1 and May 1.

Clarifications of HUD Requirements

BPHA Policy

As permitted by HUD, BPHA has adopted the following specific requirements that elaborate on HUD standards.

Walls

In areas where plaster or drywall is sagging, severely cracked, or otherwise damaged, it must be repaired or replaced.

Windows

Window sashes/frames must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes/frames must be replaced.

Windows that are accessible from the outside (ie; basement, first floor and fire escape) must be lockable.

Windows must be weather-stripped as needed to ensure a weather-tight seal.

Window screens must be in good condition throughout occupancy (applies only if screens are present).

Doors

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold. Deadbolt locks must be single cylinder-type only on exterior doors.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

Garage doors must be lockable, have no holes, have all trim intact, in good operable condition and in compliance with safety building codes.

Floors

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be secured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state. Raw wood or unsealed concrete is not permitted.

All floors should have some type of base shoe, trim, or sealing for a "finished look." Vinyl base shoe is permitted.

Carpets must be in good repair. Must be free of safety hazards (ie; loose, torn, ripped or buckling)

Sinks

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All sinks must have functioning stoppers.

Garbage disposals must be in operable condition –if present

Toilets

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly. Loose toilets must by secured and sealed.

Security

If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

All exit doors or windows must be accessible at all times. Must not be blocked or have a lock that requires special device or key to unlock.

8.I.C. LIFE-THREATENING CONDITIONS [24 CFR 982.404(a)]

HUD requires the PHA to define life-threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life-threatening conditions within 24 hours of PHA notification.

<u>BPHA Policy</u>

The following are considered life-threatening conditions:

Any condition that jeopardizes the security of the unit

Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling

Natural or LP gas or fuel oil leaks

Any electrical problem or condition that could result in shock or fire

Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit

Utilities not in service, including no running hot water

Conditions that present the imminent possibility of injury

Obstacles that prevent safe entrance or exit from the unit

Absence of a functioning toilet in the unit

Inoperable smoke and carbon monoxide detectors

Broken glass where someone could be injured

If an owner fails to correct life-threatening conditions as required by the PHA, the PHA will enforce the HQS in accordance with HUD requirements (see Section 8-II-G).

If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations (see Section 8-II.H).

The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain appliances owned by the family
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear that result in a breach of the HQS. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

Owner Responsibilities

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin and roaches infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

8-I-E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225]

If a PHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, the PHA must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the risk assessment report from the PHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330]. If the owner does not complete the “hazard reduction” as required, the dwelling unit is in violation of HQS and the PHA will take action in accordance with Section 8-II.G.

PHA reporting requirements, and data collection and record keeping responsibilities related to children with an environmental intervention blood lead level are discussed in Chapter 16.

8-I-F. VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.401, 24 CFR 982.403]

A dwelling unit must:

- Provide adequate space and security for the family
- Have at least one bedroom or living/sleeping room for each two persons

A unit that does not meet these HQS space standards is defined as *overcrowded.*

HQS Space Standards

Unit Size	Maximum Persons in Household
0 Bedroom	2
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12

A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space [HCV GB p.10-6].

A bedroom or living/sleeping room must have at least:

- One window
- Two electrical outlets in proper operating condition (permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets)

If the PHA determines that a unit is overcrowded because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms.

PART II: THE INSPECTION PROCESS

8-II.A. OVERVIEW [24 CFR 982.405]

Types of Inspections

The PHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

- *Initial Inspections*. The PHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection prior to the effective date of the HAP Contract.
- *Annual/Biennial Inspections*. HUD requires the PHA to inspect each unit under lease at least annually or biennially, depending on PHA Policy to confirm that the unit still meets HQS. The inspection may be conducted in conjunction with the family's annual reexamination but also within a 12-month period.
- *Special Inspections.* A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with or in a unit between annual inspections.
- *Quality Control Inspections.* HUD requires that a sample of units be inspected by a supervisor or other qualified individual to evaluate the work of the inspector(s) and to ensure that inspections are performed in compliance with the HQS.

Inspection of PHA-Owned Units [24 CFR 982.352(b)]

The PHA must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a PHA-owned unit. A PHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and the PHA. The independent agency must be approved by HUD, and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

Inspection Costs

The PHA may not charge the family or owner for unit inspections or reinspections [24 CFR 982.405(e)]. In the case of inspections of PHA-owned units, the PHA may compensate the independent agency from ongoing administrative fee for inspections performed. The PHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)].

Notice and Scheduling

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

<u>BPHA Policy</u>

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered within 48 hours. Inspections may be scheduled between 8:00 a.m. and 4:30 p.m. Generally, inspections will be conducted on business days only. In the case of a life-threatening emergency, BPHA will give as much notice as possible, given the nature of the emergency.

In the case of special inspections, inspection will be conducted unscheduled with permission of the tenant. If the tenant does not allow entry, the tenant will receive notice of special inspection scheduled within twenty-four (24) hours.

Owner and Family Inspection Attendance

HUD permits the PHA to set policy regarding family and owner presence at the time of inspection [HCV GB p. 10-27].

<u>BPHA Policy</u>

When a family occupies the unit at the time of inspection an adult family representative must be present for the inspection. The presence of the owner or the owner's representative is encouraged but is not required.

At initial inspection of a vacant unit, BPHA will inspect the unit in the presence of the owner or owner's representative. The presence of an adult family representative is permitted, but is not required.

8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]

Timing of Initial Inspections

HUD requires the unit to pass HQS before the effective date of the lease and HAP Contract. HUD requires PHAs with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 business days of submission of the Request for Tenancy Approval (RFTA). For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and determination must be completed within 15 business days. The 15- business day period is suspended for any period during which the unit is not available for inspection [982.305(b)(2)].

<u>BPHA Policy</u>

BPHA will complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 business days of submission of the Request for Tenancy Approval (RFTA).

Initial Inspection Results and Re-inspections

BPHA Policy

If any HQS violations are identified during the initial inspection, the owner will be notified of the deficiencies in writing and be given a time frame to correct them. If requested by the owner, the time frame for correcting the deficiencies may be extended by BPHA for good cause. BPHA will re-inspect the unit within 5 business days of the date the owner notifies BPHA that the required corrections have been made.

If the time period for correcting the deficiencies (or any PHA-approved extension) has elapsed, or the unit fails HQS at the time of the re-inspection, BPHA will notify the owner and the family that the unit has been rejected and that the family must search for another unit. BPHA may agree to conduct a second re-inspection, for good cause, at the request of the family and owner.

Following a failed re-inspection, the family may submit a new Request for Tenancy Approval after the owner has made repairs, if they are unable to locate another suitable unit.

Utilities

Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

BPHA Policy

At the time of the initial inspection, all utilities services must be in working order. If utilities are not available, BPHA will re-inspect the unit to confirm that utilities are operational before the HAP contract is executed by BPHA.

Appliances

BPHA Policy

If the family is responsible for supplying the stove and/or refrigerator, BPHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place and in operable condition before the HAP contract is executed by BPHA. BPHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. BPHA will conduct a confirmatory inspection once the Tenant moves in to the unit.

The dwelling unit must have a refrigerator of appropriate size for the family.

8.II.C. ANNUAL/BIENNIAL HQS INSPECTIONS [24 CFR 982.405(a)]

BPHA Policy

Each unit under HAP contract must be inspected within 12 months of the last full HQS inspection.

BPHA will not accept the results of inspections performed by HUD or for other housing programs such as HOME or LIHTC.

Scheduling the Inspection

BPHA Policy

If an adult cannot be present on the scheduled date, the family should request that BPHA reschedule the inspection. BPHA and family will agree on a new inspection date that generally should take place within 5 business days of the originally-scheduled date. BPHA may schedule an inspection more than 5 business days after the original date for good cause.

If the family misses the first scheduled appointment without requesting a new inspection date, BPHA will automatically schedule a second inspection. If the family misses two scheduled inspections without BPHA approval, BPHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

8-II.D. SPECIAL INSPECTIONS [HCV GB, p.10-30]

The PHA will conduct a special inspection if the owner, family, or another source reports HQS violations in the unit, including but not limited to violations of HQS Space Standards as identified in section 8-1-F. If the reported condition is not life-threatening (i.e., the PHA would require the owner to make the repair within no more than 30 calendar days), then the PHA must inspect the unit within 15 business days of when the PHA received the complaint.

BPHA Policy

During a special inspection, BPHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If reports initiating special inspection included possible illegal or dangerous activity, for the protection of staff and tenants, BPHA may be accompanied by police as necessary.

If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled BPHA may elect to conduct a full annual inspection.

8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b), HCV GB p. 10-32]

HUD requires a PHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS.

The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include (1) each type of inspection (initial, annual, and special), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

8.II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, the PHA will determine (1) whether or not the failure is a life-threatening condition and (2) whether the family or owner is responsible.

> BPHA Policy
>
> When life-threatening conditions are identified, BPHA will immediately notify both parties by telephone, facsimile, or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of BPHA's notice.
>
> When failures that are not life-threatening are identified, BPHA will send the owner and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will specify who is responsible for correcting the violation and the time frame within which the failure must be corrected. Generally, not more than 30 days will be allowed for the correction.
>
> The notice of inspection results will inform the owner that if life-threatening conditions are not corrected within 24 hours, and non-life-threatening conditions are not corrected within the specified time frame (or any PHA-approved extension), the owner's HAP will be abated in accordance with BPHA Policy (see Section 8-II.G.). Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any PHA-approved extension, if applicable) the family's assistance will be terminated in accordance with BPHA Policy (see Chapter 12).

Extensions

For conditions that are life-threatening, the PHA cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, the PHA may grant an exception to the required time frames for correcting the violation, if the PHA determines that an extension is appropriate [24 CFR 982.404].

> <u>BPHA Policy</u>
>
> Extensions will be granted in cases where BPHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:
>
> > A repair cannot be completed because required parts or services are not available.
> >
> > A repair cannot be completed because of weather conditions.
> >
> > A reasonable accommodation is needed because the family includes a person with disabilities.
>
> The length of the extension will be determined on a case-by-case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

Re-inspections

> <u>BPHA Policy</u>
>
> BPHA will conduct a re-inspection immediately following the end of the corrective period, or any PHA approved extension.
>
> The family and owner will be given reasonable notice of the re-inspection appointment. If the deficiencies have not been corrected by the time of the re-inspection, BPHA will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with PHA policies. If BPHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, BPHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

8.II.G. ENFORCING OWNER COMPLIANCE

If the owner fails to maintain the dwelling unit in accordance with HQS, the PHA must take prompt and vigorous action to enforce the owner obligations.

HAP Abatement

If an owner fails to correct HQS deficiencies by the time specified by the PHA, HUD requires the PHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

> <u>BPHA Policy</u>
>
> BPHA will make all HAP abatements effective the first of the month following the expiration of BPHA specified correction period (including any extension).
>
> BPHA will inspect abated units within 5 business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

HAP Contract Termination

The PHA must decide how long any abatement period will continue before the HAP contract will be terminated. The PHA should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time [HCV GB p. 10-29] and must give the owner reasonable notice of the termination. The PHA will issue a voucher to permit the family to move to another unit as described in Chapter 10.

> <u>BPHA Policy</u>
>
> The maximum length of time that HAP may be abated is 90 days. However, if the owner completes corrections and notifies BPHA before the termination date of the HAP contract, BPHA may rescind the termination notice if (1) the unit passes inspection and (2) the family still resides in the unit and wishes to remain in the unit.
>
> Reasonable notice of HAP contract termination by BPHA is 30 days.

8.II.H. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]

Families are responsible for correcting any HQS violations listed in paragraph 8.I.D. If the family fails to correct a violation within the period allowed by the PHA (and any extensions), the PHA will terminate the family's assistance, according to the policies described in Chapter 12.

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

PART III: RENT REASONABLENESS [24 CFR 982.507]

8-III.A. OVERVIEW

Except in the case of certain LIHTC- and HOME-assisted units, no HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises. This part explains the method used to determine whether a unit's rent is reasonable.

8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

Owner-Initiated Rent Determinations

The PHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. The PHA (or independent agency in the case of PHA-owned units) will assist the family with the negotiations upon request. At initial occupancy, the PHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. Rent increases will not be approved unless any failed items identified by the most recent HQS inspection have been corrected.

> <u>BPHA Policy</u>
>
> BPHA will comply with CFR 982.519 as follows:
>
> The rent to owner for a unit must not be increased at the annual anniversary date unless:
>
> **(i)** The owner requests the adjustment by giving written notice to the PHA; and
>
> **(ii)** During the year before the annual anniversary date, the owner has complied with all requirements of the HAP contract, including compliance with the HQS.
>
> **(5)** The rent to owner will only be increased for housing assistance payments covering months commencing on the later of:
>
> **(i)** The first day of the first month commencing on or after the contract anniversary date; or

(ii) At least sixty days after the PHA receives the owner's request.

(6) To receive an increase resulting from the annual adjustment for an annual anniversary date, the owner must request the increase at least sixty days before the next annual anniversary date.

After the initial occupancy period (12-months), the owner may request a rent adjustment in accordance with the owner's lease. For rent increase requests after initial lease-up, the owner must provide information about the rents charged for other units on the premises if requested by BPHA. If the premises include more than 4 units, the owner must provide a "rent roll". In evaluating the proposed rents in comparison to other units on the premises BPHA will consider unit size and length of tenancy in the other units.

BPHA will determine whether the requested increase is reasonable within 15 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

All rents adjustments will be effective the first of the month following 60 days after BPHA's receipt of the owner's request or on the date specified by the owner, whichever is later.

PHA and HUD-Initiated Rent Reasonableness Determinations

HUD requires the PHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a 5 percent (5%) decrease in the Fair Market Rent that goes into effect at least 60 days before the contract anniversary date. HUD also may direct the PHA to make a determination at any other time. The PHA may decide that a new determination of rent reasonableness is needed at any time.

<u>BPHA Policy</u>
In addition to the instances described above, BPHA will make a determination of rent reasonableness at any time after the initial occupancy period if: (1) BPHA determines that the initial rent reasonableness determination was in error or (2) BPHA determines that the information provided by the owner about the unit or other units on the same premises was incorrect.

LIHTC- and HOME-Assisted Units [24 CFR 982.507(c)]

For units receiving low-income housing tax credits (LIHTCs) or units assisted under HUD's HOME Investment Partnerships (HOME) Program, a rent comparison with unassisted units is not required if the voucher rent does not exceed the rent for other LIHTC- or HOME-assisted units in the project that are not occupied by families with tenant-based assistance.

For LIHTCs, if the rent requested by the owner does exceed the LIHTC rents for non-voucher families, the PHA must perform a rent comparability study in accordance with program regulations. In such cases, the rent shall not exceed the lesser of: (1) the reasonable rent as determined from the rent comparability study; or (2) the payment standard established by the PHA for the unit size involved.

8-III.C. HOW COMPARABILITY IS ESTABLISHED

Factors to Consider

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit.

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made
- Amenities, services, and utilities included in the rent

Units that <u>must not</u> be used as comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Note: Notice PIH 2011-46, issued August 17, 2011, provides further guidance on the issue of what constitutes an assisted unit.

Rents Charged for Other Units on the Premises

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

By accepting the PHA payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give the PHA information regarding rents charged for other units on the premises.

8-III.D . PHA RENT REASONABLENESS METHODOLOGY

How Market Data is Collected

BPHA Policy

BPHA will collect and maintain data on market rents in BPHA's jurisdiction. Information sources include newspapers, realtors, market surveys, inquiries of owners and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data will be updated on an ongoing basis and rent information that is more than 12 months old will be eliminated from the database.

How Rents are Determined

BPHA Policy

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable units in the same market area. BPHA will develop a range of prices for comparable units by bedroom size within defined market areas. Units proposed for HCV assistance will be compared to the units within this rent range. Because units may be similar, but not exactly like the unit proposed for HCV assistance, BPHA may make adjustments to the range of prices to account for these differences.

The adjustment must reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).

Adjustments may vary by unit type (e.g., a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom).

The adjustment must reflect the rental value of the difference not its construction costs (e.g., it might cost $20,000 to put on a new roof, but the new roof might not make any difference in what a tenant would be willing to pay because rental units are presumed to have functioning roofs).

When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of $500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows: $500 x 11 months = 5500/12 months = actual monthly rent of $488.

BPHA will notify the owner of the rent BPHA can approve based upon its analysis of rents for comparable units. The owner may submit information about other comparable units in the market area. BPHA will confirm the accuracy of the information provided and consider this additional information when making rent determinations. The owner must submit any additional information within 5 business days of BPHA’s request for information or the owner’s request to submit information.

EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:

- 24 CFR 982.401, Housing Quality Standards (HQS)
- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, Form HUD-52580 (3/01) and Inspection Checklist, Form HUD-52580-A (9/00)

Sanitary Facilities

The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.

Food Preparation and Refuse Disposal

The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.

Space and Security

The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.

Thermal Environment

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Hot Water Heater must be properly vented, temperature pressure relief valve, drainpipe at least 18" above ground, and be earthquake strapped or with brackets. *If Hot Water Heater is located inside garage, must be elevated, placed on 18" platform

Illumination and Electricity

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Ground Fault Circuit Interrupters (GFCI's) must be installed on electrical outlets located adjacent to sinks in kitchen and bathrooms.

Structure and Materials

The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must be working [if there is one]. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

Interior Air Quality

The dwelling unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one operable window or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.

Water Supply

The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint

Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed
- Provide all prospective families with "Protect Your Family from Lead in Your Home" pamphlet
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by the PHA
- Notify tenants each time such an activity is performed
- Conduct all work in accordance with HUD safe practices
- As part of ongoing maintenance ask each family to report deteriorated paint

For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the PHA). If lead hazards are identified during the risk assessment, the owner must complete hazard reduction activities.

See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24CFR35, Subparts A, B, M, and R.

Access

Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

Site and Neighborhood

The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety, and general welfare of the occupants.

Sanitary Condition

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.

Interior and exterior of dwelling unit must be kept in decent sanitary condition throughout occupancy (ie; housekeeping, debris, excessive clutter etc.)

Smoke Detectors

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).

Hazards and Health/Safety

The unit, interior and exterior common areas accessible to the family, the site, and the surrounding neighborhood must be free of hazards to the family's health and safety.

Unit must have smoke alarms, carbon monoxide device and emergency exit.

EXHIBIT 8-2: SUMMARY OF TENANT PREFERENCE AREAS RELATED TO HOUSING QUALITY

Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, Form HUD-52580 (3/01) and Inspection Checklist, Form HUD-52580-A (9/00)

Provided the minimum housing quality standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics.

- *Sanitary Facilities*. The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub, or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.
- *Food Preparation and Refuse Disposal*. The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove, or range. When the owner is responsible for providing cooking appliances, the owner may offer a microwave oven in place of an oven, stove, or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment, and the size and location of the kitchen are all determined by the family.
- *Space and Security*. The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks.
- *Energy conservation items*. The family may determine whether the amount of insulation, presence of absence of storm doors and windows and other energy conservation items are acceptable.
- *Illumination and Electricity*. The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.
- *Structure and Materials*. Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.
- *Indoor Air*. Families may determine whether window and door screens, filters, fans, or other devices for proper ventilation are adequate to meet the family's needs. However, if screens are present they must be in good condition.

- *Sanitary Conditions*. The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.
- *Neighborhood conditions*. Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises, and convenience to shopping will affect the livability of the unit.

Families have no discretion with respect to lead-based paint standards and smoke detectors.

INTERGRATED PEST MANAGEMENT (IPM)

The Baldwin Park Housing Authority (BPHA) enforces the Environmental Protection Agency guidelines on pest control, including but not limited to bedbug/insects/rodents, with Landlords and Tenants through the HQS inspection process. These guidelines include:

- Raise awareness through education on prevention of all pests
- Inspect infested areas, plus surrounding living spaces
- Correctly identify the pest
- Keep records; including dates and locations where pests are found
- Clean all items within an infested living area
- Reduce clutter where pests can hide
- Eliminate pest habitats
- Physically remove pests through cleaning
- Use pesticides carefully according to the label directions
- Follow up on inspections and possible treatments

BPHA Policy

The Baldwin Park Housing Authority (BPHA) takes the following additional preventive steps:

- Provides training to staff to identify infestation, and to perform ongoing prevention actions.
- To actively engage residents in an effort to prevent infestation.
- BPHA will hold workshops, on an as needed basis, for tenants and landlords with continued infestation, to learn to identify bedbugs or any other pest infestation, to create unfriendly environments for pest, and to report suspicions infestation as soon as possible.
- BPHA will hold orientation for new participants and staff and post signs and handouts regarding bedbug or any other infestation prevention.
- BPHA will respond with urgency to any tenant report of infestation.
- BPHA will make contact with the Tenant within 24 hours of tenant report of any infestation and provide the tenant with information about control and prevention.
- BPHA will discuss measures the tenant may take at the unit before an inspection is performed.

- BPHA will conduct an inspection within three business days of tenant complaint, which will cover the unit reporting the infestation and those units immediately adjacent. Units above, below, left and right will be inspected. BPHA will work with the Landlord to address non-Section 8 units.
- BPHA will provide tenants and participants the excerpt, “FOCUS PESTS IN HOUSING” taken from the Integrated Pest Management, A Guide for Affordable Housing by Northeastern IPM Center at voucher briefings and will include in the Request for Tenancy Approval Packet (RFTA), PIH Notice 2012-17, and any amendments thereafter.

Chapter 9

GENERAL LEASING POLICIES

INTRODUCTION

Chapter 9 covers the lease-up process from the family's submission of a Request for Tenancy Approval (RFTA) to the execution of the HAP contract.

In order for the PHA to assist a family in a particular dwelling unit, or execute a Housing Assistance Payments (HAP) contract with the owner of a dwelling unit, the PHA must determine that all the following program requirements are met:

- The unit itself must qualify as an eligible unit [24 CFR 982.305(a)]
- The unit must be inspected by the PHA and meet the Housing Quality Standards (HQS) [24 CFR 982.305(a)]
- The lease offered by the owner must be approvable and must include the required Tenancy Addendum [24 CFR 982.305(a)]
- The rent to be charged by the owner for the unit must be reasonable [24 CFR 982.305(a)]
- The owner must be an eligible owner, approvable by the PHA, with no conflicts of interest [24 CFR 982.306]
- For families initially leasing a unit only: Where the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family cannot exceed 40 percent of the family’s monthly adjusted income [24 CFR 982.305(a)]

9-I.A. TENANT SCREENING

The PHA has no liability or responsibility to the owner or other persons for the family’s behavior or suitability for tenancy [24 CFR 982.307(a)(1)].

The PHA may elect to screen applicants for family behavior or suitability for tenancy. See Chapter 3 for a discussion of the PHA’s policies with regard to screening applicant families for program eligibility [24 CFR 982.307(a)(1)].

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner [24 CFR 982.307(a)(2)]. The PHA must also inform the owner or manager or his/her rights and obligations under the Violence Against Women Act of 2013 (VAWA) [24 CFR 5.2005(a)(2)].

The PHA must provide the owner with:

- The family's current and prior address (as shown in the PHA records); and

- The name and address (if known to the PHA) of the landlord at the family's current and prior address. [24 CFR 982.307 (b)(1)].

The PHA is permitted, but not required, to offer the owner other information in the PHA's possession about the tenancy history or drug trafficking of family members. [24 CFR 982.307(b)(2)]

The PHA's policy on providing information to the owner must be included in the family's briefing packet [24 CFR 982.307(b)(3)].

The PHA may not disclose to the owner any confidential information provided by the family in response to a PHA request for documentation of domestic violence, dating violence, sexual assault or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(b)(4)].

> BPHA Policy
>
> BPHA will not screen applicants for family behavior or suitability for tenancy on behalf of the owner, however, will screen as necessary for suitability as a program participant.
>
> BPHA will not provide additional screening information to the owner other than the previous owner's contact information upon request.

9-I.B. REQUESTING TENANCY APPROVAL [Form HUD-52517]

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the PHA to approve the assisted tenancy in the selected unit.

The owner and the family must submit two documents to the PHA:

- Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
- Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A

The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease, necessary for the PHA to determine whether to approve the assisted tenancy in this unit.

Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.

For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead-based paint disclosure statement.

Both the RFTA and the proposed lease must be submitted no later than the expiration date stated on the voucher. [HCV GB p.8-15].

BPHA Policy

The RFTA must be signed by both the family and the owner.

The owner may submit the RFTA on behalf of the family.

Completed RFTA (including the proposed dwelling lease) must be submitted as hard copies, in-person, by mail, or by fax.

The family may not submit, and BPHA will not process, more than one (1) RFTA at a time.

When the family submits the RFTA, the PHA will review the RFTA for completeness. Incomplete RFTAs will not be accepted.

When the family submits the RFTA and proposed lease the PHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.

If the terms of the RFTA are not consistent with the terms of the proposed lease, the PHA will notify the family and the owner of the discrepancies.

Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as hard copies, in-person, by mail, by e-mail or by fax. The PHA will not accept corrections by phone.

Because of the time sensitive nature of the tenancy approval process, the PHA will attempt to communicate with the owner and family by phone, fax, or email. The PHA will use mail when the parties cannot be reached by phone, fax, or email.

9-I.C. OWNER PARTICIPATION

The PHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where the PHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. There are also criteria for which the PHA must disapprove an owner. No owner has a right to participate in the HCV program [24 CFR 982.306(e)]

See Chapter 13 for a full discussion of owner qualification to participate in the HCV program.

9-I.D. ELIGIBLE UNITS

There are a number of criteria that a dwelling unit must meet in order to be eligible for assistance under the voucher program. Generally, a voucher-holder family may choose any available rental dwelling unit on the market in the PHA's jurisdiction. This includes the dwelling unit they are currently occupying.

The BPHA's jurisdiction includes the cities of Baldwin Park, El Monte, South El Monte, Monrovia and West Covina.

Ineligible Units [24 CFR 982.352(a)]

The PHA may not assist a unit under the voucher program if the unit is a public housing or Indian housing unit; a unit receiving project-based assistance under Section 8 of the 1937 Act (42 U.S.C. 1437f); nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories; units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit.

> BPHA Policy
>
> BPHA does not have any eligible PHA-owned units available for leasing under the voucher program.

Special Housing Types [24 CFR 982 Subpart M]

HUD regulations permit, but do not generally require, the PHA to permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. These special housing types include single room occupancy (SRO) housing, congregate housing, group home, shared housing, manufactured home space (where the family owns the manufactured home and leases only the space), cooperative housing and homeownership option. See Chapter 15 for specific information and policies on any of these housing types that the PHA has chosen to allow.

The regulations do require the PHA to permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Duplicative Assistance [24 CFR 982.352(c)]

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

- Public or Indian housing assistance;
- Other Section 8 assistance (including other tenant-based assistance);
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
- Section 101 rent supplements;

- Section 236 rental assistance payments;
- Tenant-based assistance under the HOME Program;
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
- Any local or State rent subsidy;
- Section 202 supportive housing for the elderly;
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
- 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.

Housing Quality Standards (HQS) [24 CFR 982.305 and 24 CFR 982.401]

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD. See Chapter 8 for a full discussion of the HQS standards, as well as the process for HQS inspection at initial lease-up.

Unit Size

In order to be eligible, the dwelling unit must be appropriate for the number of persons in the household. A family may lease an otherwise acceptable dwelling unit with fewer or greater bedrooms than the number of bedrooms stated on the voucher issued to the family on a case-by-case basis, provided the unit meets the applicable HQS space requirements [24 CFR 982.402(d)]. The family must be allowed to lease an otherwise acceptable dwelling unit with more bedrooms than the number of bedrooms stated on the voucher issued to the family. See Chapter 5 for a full discussion of subsidy standards.

Rent Reasonableness [24 CFR 982.305 and 24 CFR 982.507]

In order to be eligible, the dwelling unit must have a reasonable rent. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See Chapter 8 for a full discussion of rent reasonableness and the rent reasonableness determination process.

Rent Burden [24 CFR 982.508]

Where a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the family share cannot exceed 40 percent of the family's adjusted monthly income. The term "family share" refers to the amount the family pays toward rent and utilities. The gross rent for the unit minus the total housing assistance payment (HAP) for the unit equals the family share. See Chapter 6 for a discussion of calculation of gross rent, the use of payment standards, and calculation of family income, family share of rent and HAP.

9-I.E. LEASE AND TENANCY ADDENDUM

The family and the owner must execute a written dwelling lease agreement for the assisted unit. This written lease is a contract between the tenant family and the owner; the PHA is not a party to this contract.

The tenant must have legal capacity to enter a lease under State and local law. 'Legal capacity' means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner [24 CFR 982.308(a)]

Lease Form and Tenancy Addendum [24 CFR 982.308]

If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease. The HAP contract prescribed by HUD contains the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease for the assisted tenants is in such standard form.

All provisions in the HUD-required Tenancy Addendum must also be added word-for-word to the owner's standard lease form. The Tenancy Addendum includes the HUD requirements for the tenancy. Because it is a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is a conflict between the owner’s lease and the Tenancy Addendum the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

> BPHA Policy
>
> BPHA does not provide a model or standard dwelling lease for owners to use in the HCV program. However, BPHA will review the lease to determine if the lease complies with State and local law. The PHA may decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law.

Lease Information [24 CFR 982.308(d)]

The assisted dwelling lease must contain all of the required information as listed below:

- The names of the owner and the tenant:
- The unit rented (address, apartment number, and any other information needed to identify the contract unit)
- The term of the lease (initial term and any provisions for renewal)
- The amount of the monthly rent to owner
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family

Term of Assisted Tenancy

The initial term of the assisted dwelling lease must be for at least one year [24 CFR 982.309]. The initial lease term is also stated in the HAP contract.

The HUD program regulations permit the PHA to approve a shorter initial lease term if certain conditions are met.

> <u>BPHA Policy</u>
>
> BPHA will approve an initial lease for one (1) year.
>
> BPHA may approve an initial lease term of less than one (1) year if certain conditions are met.

During the initial term of the lease, the owner may not raise the rent to owner [24 CFR 982.309].

Any provisions for renewal of the dwelling lease will be stated in the dwelling lease [HCV Guidebook, pg. 8-22]. There are no HUD requirements regarding any renewal extension terms, except that they must be stated in the dwelling lease if they exist.

The PHA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC. [24 CFR 982.309(b)].

Security Deposit [24 CFR 982.313 (a) and (b)]

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. However, if the PHA chooses to do so, language to this effect must be added to Part A of the HAP contract [Form HUD-52641].

> <u>BPHA Policy</u>
>
> BPHA will allow the owner to collect the security deposit amount not to exceed the amount allowed by State Law. Therefore, no modifications to the HAP contract will be necessary.

Separate Non-Lease Agreements between Owner and Tenant

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner as approved by the PHA minus the PHA's housing assistance payments to the owner [24 CFR 982.451(b)(4)].

The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)].

> <u>BPHA Policy</u>

BPHA does not permit owners and families to execute separate agreements.

PHA Review of Lease

The PHA will review the dwelling lease for compliance with all applicable requirements.

BPHA Policy

If the dwelling lease is incomplete or incorrect, BPHA will notify the family and the owner of the deficiencies. Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, e-mail or by fax. BPHA will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, BPHA will attempt to communicate with the owner and family by phone, fax, or email. BPHA will use mail when the parties can't be reached by phone, fax, or email.

The PHA is permitted, but is not required, to review the lease to determine if the lease complies with State and local law and is permitted to decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law [24 CFR 982.308(c)]

BPHA Policy

BPHA will review the owner's lease for compliance with state/local law.

9-I.F. TENANCY APPROVAL [24 CFR 982.305]

After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, the PHA must promptly notify the family and owner whether the assisted tenancy is approved.

Prior to approving the assisted tenancy and execution of a HAP contract, the PHA must ensure that all required actions and determinations discussed in Part I of this chapter have been completed.

These actions include ensuring that the unit is eligible; the unit has been inspected by the PHA and meets the Housing Quality Standards (HQS); the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent to be charged by the owner for the unit must is reasonable; where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]; the owner is an eligible owner, not disapproved by the PHA, with no conflicts of interest [24 CFR 982.306]; the family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information [24 CFR 982.305(b)].

BPHA Policy

BPHA will complete its determination within 10 business days of receiving all required information including completion of inspection.

If the terms of the RFTA/proposed lease are changed for any reason, including but not limited to negotiation with BPHA, BPHA will obtain corrected copies of the RFTA and proposed lease, signed by the family and the owner.

Corrections to the RFTA/proposed lease will only be accepted as hard copies, in-person, by mail, or by fax. BPHA will not accept corrections over the phone.

If BPHA determines that the tenancy cannot be approved for any reason, the owner and the family will be notified via email or in writing and given the opportunity to address any reasons for disapproval. BPHA will instruct the owner and family of the steps necessary to obtain approval of the tenancy.

Where the tenancy is not approvable because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher plus the days taken to process the proposed RFTA.

If the tenancy is not approvable due to rent affordability or rent reasonableness, BPHA will attempt to negotiate the rent with the owner. If a new, approvable rent is negotiated, the tenancy will be approved. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher plus the days taken to process the proposed RFTA.

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9-I.G. HAP CONTRACT EXECUTION [24 CFR 982.305]

The HAP contract is a written agreement between the PHA and the owner of the dwelling unit. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of the family, and the owner agrees to comply with all program requirements as stated in the HAP contract.

The HAP contract form is prescribed by HUD.

If the PHA has given approval for the family of the assisted tenancy, the owner and the PHA must execute the HAP contract.

The term of the HAP contract must be the same as the term of the lease [24 CFR 982.451(a)(2)].

The PHA is permitted to execute a HAP contract even if the funding currently available does not extend for the full term of the HAP contract.

The PHA must make a best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract <u>must</u> be executed no later than 60 calendar days from the beginning of the lease term.

The PHA may not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, the PHA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).

Any HAP contract executed after the 60-day period is void, and the PHA may not pay any housing assistance payment to the owner.

BPHA Policy

The following PHA representative(s) is/are authorized to execute a HAP contract on behalf of the PHA: Executive Director, Director of Community Development and Housing Manager.

Owners who have not previously participated in the HCV program must attend a meeting with BPHA in which the terms of the Tenancy Addendum and the HAP contract will be explained. BPHA may waive this requirement on a case-by-case basis, if it determines that the owner is sufficiently familiar with the requirements and responsibilities under the HCV program.

The owner and the assisted family will execute the dwelling lease and the owner must provide a copy to BPHA. BPHA will ensure that both the owner and the assisted family receive copies of the dwelling lease.

The owner and BPHA will execute the HAP contract. BPHA will not execute the HAP contract until the owner has submitted a copy of the proof of ownership (i.e., deed of trust or title cover report), current property tax statement, IRS form W-9 and a copy of their valid Driver License or other photo identification. BPHA will ensure that the owner receives a copy of the executed HAP contract.

Owners must provide the current address of their residence (not a Post Office Box). The owner's current address will be compared to the subsidized unit address.

See Chapter 13 for a discussion of the HAP contract and contract provisions.

9-I.H. CHANGES IN LEASE OR RENT [24 CFR 982.308]

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must remain in accordance with the requirements of this chapter.

Generally, PHA approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, the execution of a new lease and HAP contract are required. These circumstances include:

- Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances
- Changes in lease provisions governing the term of the lease
- The family moves to a new unit, even if the unit is in the same building or complex

In these cases, if the HCV assistance is to continue, the family must submit a new Request for Tenancy Approval (RFTA) along with a new dwelling lease containing the proposed changes. A new tenancy must then be approved in accordance with this chapter.

Where the owner is changing the amount of the rent to owner, the owner must notify the PHA at least 60 days before any such changes go into effect [24 CFR 982.308(g)(4)]. The PHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the rent reasonableness standards discussed in Chapter 8. If the requested rent is not found to be reasonable, the owner must either reduce the requested rent increase, or terminate the tenancy in accordance with the terms of the lease.

No rent increase is permitted during the initial term of the lease [24 CFR 982.309(a)(3)].

BPHA Policy

Where the owner is requesting a rent increase, BPHA will determine whether the requested increase is reasonable within 20 business days of receiving the request from the owner. The owner and tenant will be notified of the determination in writing.

Rent increases will go into effect on the first of the month following the 60-day period after the owner notifies BPHA of the rent change or on the date specified by the owner, whichever is later.

Chapter 10

MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

INTRODUCTION

Freedom of housing choice is a hallmark of the Housing Choice Voucher (HCV) program. In general, HUD regulations impose few restrictions on where families may live or move with HCV assistance. This chapter sets forth HUD regulations and PHA policies governing moves within or outside the PHA's jurisdiction in two parts:

> Part I: Moving with Continued Assistance. This part covers the general rules that apply to all moves by a family assisted under the PHA's HCV program, whether the family moves to another unit within the PHA's jurisdiction or to a unit outside the PHA's jurisdiction under portability.
>
> Part II: Portability. This part covers the special rules that apply to moves by a family under portability, whether the family moves out of or into the PHA's jurisdiction. This part also covers the special responsibilities that the PHA has under portability regulations and procedures.

PART I. MOVING WITH CONTINUED ASSISTANCE

10-I.A. ALLOWABLE MOVES

HUD lists six regulatory conditions under which an assisted family is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth in Section 10-I.B.

- The family has a right to terminate the lease on notice to the owner (for the owner's breach or otherwise) and has given a notice of termination to the owner in accordance with the lease [24 CFR 982.314(b)(3)]. If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the notice at the same time [24 CFR 982.314(d)(1)].
- The lease for the family's unit has been terminated by mutual agreement of the owner and the family [24 CFR 982.314(b)(1)(ii)].

> > BPHA Policy
> >
> > If the family and the owner mutually agree to terminate the lease for the family's unit, the family must give BPHA a copy of the termination agreement.

- The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family [24 CFR 982.314(b)(2)]. The family must give the PHA a copy of any owner eviction notice [24 CFR 982.551(g)].

- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking and the move is needed to protect the health or safety of the family or family member [24 CFR 982.314(b)(4)]. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to the PHA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.314(b)(4), 24 CFR 982.353(b)].

  BPHA Policy

  If a family requests permission to move with continued assistance based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking, BPHA will request documentation in accordance with Section 16-IX.D of this plan.

  BPHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the family or family member will suffice. In such cases BPHA will document the waiver in the family's file.

- The PHA has terminated the assisted lease for the family's unit for the owner's breach [24 CFR 982.314(b)(1)(i)].
- The PHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, the PHA must terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and must notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives notice to the owner. [24 CFR 982.403(a) and (c)].

10-I.B. RESTRICTIONS ON MOVES

A family's right to move is generally contingent upon the family's compliance with program requirements [24 CFR 982.1(b)(2)]. HUD specifies two conditions under which a PHA may deny a family permission to move and two ways in which a PHA may restrict moves by a family.

Denial of Moves

HUD regulations permit the PHA to deny a family permission to move under the following conditions:

Insufficient Funding [24 CFR 982.314(e)(1)].

The PHA may deny a family permission to move either within or outside the PHA's jurisdiction if the PHA does not have sufficient funding for continued assistance [24 CFR 982.314(e)(1)]. However, Notice PIH 2012-42 must be reviewed and adhered to prior to making the decision to deny based on insufficient funding.

Grounds for Denial or Termination of Assistance [24 CFR 982.314(e)(2)].

The PHA may deny a family permission to move if it has grounds for denying or terminating the family's assistance [24 CFR 982.314(e)(2)].

> <u>BPHA Policy</u>
>
> If BPHA has grounds for denying or terminating a family's assistance, BPHA will act on those grounds in accordance with the regulations and policies set forth in Chapters 3 and 12, respectively. In general, it will not deny a family permission to move for this reason; however, it retains the discretion to do so under special circumstances.

Restrictions on Elective Moves [24 CFR 982.314(c)]

HUD regulations permit the PHA to prohibit any elective move by a participant family during the family's initial lease term. They also permit the PHA to prohibit more than one elective move by a participant family during any 12-month period. However, such prohibitions, if adopted, do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking and the move is needed to protect the health or safety of the family or family member. (For the policy on documentation of abuse, see Section 10-I.A) In addition, the PHA may not establish a policy permitting moves only at reexamination [Notice PIH 2012-42].

> <u>BPHA Policy</u>
>
> BPHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within BPHA's jurisdiction or outside it under portability.
>
> BPHA will also deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in BPHA's jurisdiction.
>
> BPHA will consider exceptions to these policies for the following reasons:
>
> - To protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs)
> - To accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area); or
> - To address an emergency situation over which a family has no control

BPHA will not approve a family to move (port out) if family currently holds a repayment plan with the Housing Authority. The participant family will have to reside in the BPHA jurisdiction until the debt is paid in full.

In addition, the PHA will allow exceptions to these policies for purposes of reasonable accommodation of a family member who is a person with disabilities (see Chapter 2).

10-I.C. MOVING PROCESS

Notification

If a family wishes to move to a new unit, the family must notify the PHA and the owner in writing before moving out of the old unit or terminating the lease on notice to the owner [24 CFR 982.314(d)(2)]. If the family wishes to move to a unit outside the PHA's jurisdiction under portability, the notice to the PHA must specify the area where the family wishes to move [24 CFR 982.314(d)(2), Notice PIH 2012-42]. The notices must be in writing [24 CFR 982.5].

Approval

BPHA Policy

The family request to move must be made in writing to BPHA no less than 30-days before the requested lease termination/move out date. Family will be required to submit the following items: 1) Request to Move form, 2) copy of notice to move served to landlord (must be no less than 30-day notice), and 3) statement from the property owner verifying that the family does not owe any outstanding balances.

Upon receipt of a family's complete move-out packet, BPHA will approve or deny the move in accordance with the regulations and policies set forth in sections 10-I.A and 10-I.B. BPHA will notify the family in writing of its determination within 10 business days following receipt of the family's request.

The family must not move from the assisted unit prior to approval and issuance of voucher from BPHA. Families vacating the assisted unit without BPHA approval/voucher are considered in violation of the family's obligations, which may result in termination of assistance.

Reexamination of Family Income and Composition

BPHA Policy

For families approved to move to a new unit within BPHA's jurisdiction, BPHA will perform a new annual reexamination in accordance with the policies set forth in Chapter 11 of this plan.

For families moving into or families approved to move out of BPHA's jurisdiction under portability, BPHA will follow the policies set forth in Part II of this chapter.

Voucher Issuance and Briefing

BPHA Policy

For families approved to move to a new unit within BPHA's jurisdiction, BPHA will issue a new voucher within 10 business days of BPHA's written approval to move. BPHA will follow the policies set forth in Chapter 5 on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and BPHA approves. Otherwise, the family will lose its assistance.

For families moving into or families approved to move out of BPHA's jurisdiction under portability, BPHA will follow the policies set forth in Part II of this chapter.

Housing Assistance Payments [24 CFR 982.311(d)]

When a family moves out of an assisted unit, the PHA may not make any housing assistance payment to the owner for any month **after** the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

PART II: PORTABILITY

10-II.A. OVERVIEW

Within the limitations of the regulations and this plan, a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program [24 CFR 982.353(b)]. The process by which a family obtains a voucher from one PHA and uses it to lease a unit in the jurisdiction of another PHA is known as portability. The first PHA that issues the voucher is called the **initial PHA.** The PHA that has jurisdiction in the area to which the family wants to move is called the **receiving PHA.**

The receiving PHA has the option of administering the family's voucher for the initial PHA or absorbing the family into its own program. Under the first option, the receiving PHA provides all housing services for the family and bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher. Under the second option, the receiving PHA pays for the family's assistance with its own program funds, and the initial PHA has no further relationship with the family. The initial PHA must contact the receiving PHA via email or other confirmed delivery method to determine whether the receiving

PHA will administer or absorb the initial PHA's voucher. Based on the receiving PHA's response, the initial PHA must determine whether they will approve or deny the portability request [Notice PIH 2012-42].

PHAs commonly act as both the initial and receiving PHA because families may move into or out of their jurisdiction under portability. Each role involves different responsibilities. The PHA will follow the rules and policies in Section 10-II.B when it is acting as the initial PHA for a family. It will follow the rules and policies in Section 10-II.C when it is acting as the receiving PHA for a family.

10-II.B. INITIAL PHA ROLE

Allowable Moves under Portability

A family may move with voucher assistance only to an area where there is at least one PHA administering a voucher program [24 CFR 982.353(b)]. If there is more than one PHA in the area, the initial PHA provides the family with the contact information for the receiving PHAs that serve the area, and the family selects the receiving PHA. The family must inform the initial PHA which PHA it has selected. If the family prefers not to select the receiving PHA, the initial PHA will select the receiving PHA on behalf of the family (24 CFR 982.255(b).

Applicant families that have been issued vouchers as well as participant families may qualify to lease a unit outside the PHA's jurisdiction under portability. HUD regulations and PHA Policy determine whether a family qualifies.

Applicant Families

Under HUD regulations, most applicant families qualify to lease a unit outside the PHA's jurisdiction under portability. However, HUD gives the PHA discretion to deny a portability move by an applicant family for the same two reasons that it may deny any move by a participant family: insufficient funding and grounds for denial or termination of assistance. If a PHA intends to deny a family permission to move under portability due to insufficient funding, the PHA must notify HUD within 10 business days of the determination to deny the move [24 CFR 982.355(e)].

In addition, the PHA may establish a policy denying the right to portability to nonresident applicants during the first 12 months after they are admitted to the program [24 CFR 982.353(c)].

> <u>BPHA Policy</u>
>
> BPHA does not deny the right for portability.

Participant Families

The Initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease. [24 CFR 982.353(b)]. The Violence Against Women Act of 2013 (VAWA) creates an exception to this prohibition for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.353(b)].

BPHA Policy

BPHA will determine whether a participant family may move out of BPHA's jurisdiction with continued assistance in accordance with the regulations and policies set forth here and in Sections 10-I.A and 10-I.B of this chapter. BPHA will notify the family of its determination in accordance with the approval policy set forth in Section 10-I.C of this chapter.

BPHA will notify the HUD field office within 10 business days of denying a move under portability due to insufficient funding.

Determining Income Eligibility

Applicant Families

An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area [24 CFR 982.353(d)(3)]. The family must specify the area to which the family wishes to move [Notice PIH 2012-42].

The initial PHA is responsible for determining whether the family is income eligible in the area to which the family wishes to move [24 CFR 982.355(c)(1)]. If the applicant family is not income eligible in that area, the PHA must inform the family that it may not move there and receive voucher assistance [Notice PIH 2012-42].

Participant Families

The income eligibility of a participant family is not redetermined if the family moves to a new jurisdiction under portability [24 CFR 982.353(d)(2).

Reexamination of Family Income and Composition

No new reexamination of family income and composition is required for an applicant family.

BPHA Policy

For a participant family approved to move out of its jurisdiction under portability, BPHA generally will conduct a reexamination of family income and composition only if the family's annual reexamination must be completed on or before the initial billing deadline specified on Form HUD-52665, Family Portability Information.

BPHA will make any exceptions to this policy necessary to remain in compliance with HUD regulations.

Briefing

The regulations and policies on briefings set forth in Chapter 5 of this plan require the PHA to provide information on portability to all applicant families that qualify to lease a unit outside the PHA's jurisdiction under the portability procedures. Therefore, no special briefing is required for these families.

> BPHA Policy
>
> No formal briefing will be required for a participant family wishing to move outside BPHA's jurisdiction under portability. However, BPHA will provide the family with the same oral and written explanation of portability that it provides to applicant families selected for admission to the program (see Chapter 5). BPHA will provide the name, address, and phone of the contact for the PHA in the jurisdiction to which they wish to move.
>
> The PHA will advise the family that they will be under the RHA's policies and procedures, including screening, subsidy standards, voucher extension policies, and payment standards.

Voucher Issuance and Term [24 CFR 982.353(b)]

An applicant family has no right to portability until after the family has been issued a voucher [24 CFR 982.353(b)]. In issuing vouchers to applicant families, the PHA will follow the regulations and procedures set forth in Chapter 5.

> BPHA Policy
>
> For participating families approved to move under portability, BPHA will issue a new voucher within 10 business days of BPHA's written approval to move.
>
> The initial term of the voucher will be 180 days.

Voucher Extensions and Expiration

To receive or continue receiving assistance under the initial PHA's voucher program, a family that moves to another PHA's jurisdiction under portability must be under HAP contract in the receiving PHA's jurisdiction within 90 days following the expiration date of the initial PHA's voucher term (including any extensions). (See "Initial Billing Deadline" for one exception to this policy.)

BPHA Policy

> BPHA will issue a voucher for 180 days. No extension will be provided with the exception of reasonable accommodation requests to be reviewed and approved on a case-by-case basis. (See Chapter 5, section 5-II.E)

Preapproval Contact with the Receiving PHA [24 CFR 982.355(c)(2)]

Prior to approving a family's request to move under portability, the initial PHA must contact the receiving PHA via e-mail or other confirmed delivery method to determine whether the receiving PHA will administer or absorb the family's voucher. Based on the receiving PHA's response, the initial PHA must determine whether it will approve or deny the move [Notice PIH 2012-42].

BPHA Policy

BPHA will use e-mail, when possible, to contact the receiving PHA regarding whether the receiving PHA will administer or absorb the family's voucher.

Initial Notification to the Receiving PHA

After approving a family's request to move under portability, the initial PHA must promptly notify the receiving PHA via email or other confirmed delivery method to expect the family [24 CFR 982.355(c)(3)]; 24 CFR 982.355(c)(7)]. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA [24 CFR 982.355(c)(2)].

BPHA Policy

Because the portability process is time-sensitive, BPHA will notify the receiving PHA by phone, fax, or e-mail to expect the family. BPHA will also ask the receiving PHA to provide any information the family may need upon arrival, including the name, fax, e-mail address, and telephone number of the staff person responsible for business with incoming portable families and procedures related to appointments for voucher issuance. BPHA will pass this information along to the family. BPHA will also ask for the name, address, telephone number, fax and e-mail of the person responsible for processing the billing information.

Sending Documentation to the Receiving PHA

The initial PHA is required to send the receiving PHA the following documents:

- Form HUD-52665, Family Portability Information, with Part I filled out [Notice PIH 2012-42]
- A copy of the family's voucher [Notice PIH 2012-42]
- A copy of the family's most recent Form HUD-50058, Family Report, or, if necessary in the case of an applicant family, family and income information in a format similar to that of Form HUD-50058 [24 CFR 982.355(c)(4), Notice PIH 2012-42].
- Copies of the income verifications backing up the Form HUD-50058, including a copy of the family's current EIV data [24 CFR 982.355(c)(4), Notice PIH 2012-42]

BPHA Policy

In addition to these documents, BPHA will provide the following information, if available, to the receiving PHA:

- Social Security numbers (SSNs)

- Documentation of SSNs for all nonexempt household members whose SSNs have not been verified through the EIV system
- Documentation of legal identity
- Documentation of citizenship or eligible immigration status
- Documentation of participation in the earned income disallowance (EID) benefit
- Documentation of participation in a family self-sufficiency (FSS) program

BPHA will notify the family in writing regarding any information provided to the receiving PHA [HCV GB, p. 13-3].

Initial Billing Deadline [Notice PIH 2012-42] [Letter to Executive Directors, 915/15]

When the initial PHA sends Form HUD-52665 to the receiving PHA, it specifies in Part I the deadline by which it must receive the initial billing notice from the receiving PHA. This deadline is 90 days following the expiration date of the voucher issued to the family by the initial PHA. If the initial PHA does not receive a billing notice by the deadline and does not intend to honor a late billing submission, it must contact the receiving PHA to determine the status of the family. If the receiving PHA reports that the family is not yet under HAP contract, the initial PHA may refuse to accept a late billing submission. If the receiving PHA reports that the family is under HAP contract and the receiving PHA cannot absorb the family, the initial PHA must accept a late billing submission; however, it may report to HUD the receiving PHA's failure to comply with the deadline.

BPHA Policy

If BPHA has not received an initial billing notice from the receiving PHA by the deadline specified on Form HUD-52665, it will contact the receiving PHA by phone, fax, or e-mail on the next business day. If the PHA reports that the family is not yet under HAP contract, BPHA will inform the receiving PHA that it will not honor a late billing submission and will return any subsequent billings that it receives on behalf of the family. BPHA will send the receiving PHA a written confirmation of its decision by mail.

BPHA will allow an exception to this policy if the family includes a person with disabilities and the late billing is a result of a reasonable accommodation granted to the family by the receiving PHA.

Monthly Billing Payments [24CFR 982.355(e), Notice PIH 2012-42]

If the receiving PHA is administering the family's voucher, the receiving PHA bills the initial PHA for housing assistance payments and administrative fees. When reimbursing for administrative fees, the initial PHA must promptly reimburse the receiving PHA for the lesser of 80 percent of the initial PHA ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing the initial PHA under portability. If the administrative fees are prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill [24 CFR 982.355(e)(2)].

The initial PHA is responsible for making billing payments in a timely manner. The first billing amount is due within 30 calendar days after the initial PHA receives Part II of form HUD-52665 from the receiving PHA. Subsequent payments must be received by the receiving PHA no later than the fifth business day of each month. The payments must be provided in a form and manner that the receiving PHA is able and willing to accept.

The initial PHA may not terminate or delay making payments under existing portability billing arrangements as a result of over leasing or funding shortfalls. The PHA must manage its tenant based program in a manner that ensures that it has the financial ability to provide assistance for families that move out of its jurisdiction under portability and are not absorbed by receiving PHAs as well as for families that remain within its jurisdiction.

> BPHA Policy
>
> BPHA will utilize direct deposit to ensure that the payment is received by the deadline unless the receiving PHA notifies BPHA that direct deposit is not acceptable to them.

Annual Updates of Form HUD-50058

If the initial PHA is being billed on behalf of a portable family, it should receive an updated Form HUD-50058 each year from the receiving PHA. If the initial PHA fails to receive an updated Form HUD-50058 by the family's annual reexamination date, the initial PHA should contact the receiving PHA to verify the status of the family.

Denial or Termination of Assistance [24 CFR 982.355(c)(9)]

At any time, either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance with the family in accordance with 24 CFR 982.552 and 24 CFR 982.553. (For PHA policies on denial and termination, see Chapters 3 and 12, respectively.)

10-II.C. RECEIVING PHA ROLE

If a family has a right to lease a unit in the receiving PHA's jurisdiction under portability, the receiving PHA must provide assistance for the family [24 CFR 982.355(10)]. HUD may determine in certain instances that a PHA is not required to accept incoming portable families, such as a PHA in a declared disaster area. However, the PHA must have approval in writing from HUD before refusing any incoming portable families [24 CFR 982.355(b)].

Administration of the voucher must be in accordance with the receiving PHA's policies. This requirement also applies to policies of Moving to Work agencies. The receiving PHA procedures and preferences for selection among eligible applicants do not apply to the family, and the receiving PHA waiting list is not used [24 CFR 982.355(c)(10)]. The family's unit, or voucher, size is determined in accordance with the subsidy standards of the receiving PHA [24 CFR 982.355(c)(12)], and the receiving PHA's policies on extensions of the voucher term apply [24 CFR 982.355(c)(14)].

The family's unit, or voucher, size is determined in accordance with the subsidy standards of the receiving PHA [24 CFR 982.355(12)], and the receiving PHA's policies on extensions of the voucher term apply [24 CFR 982.355(c)(14)].

Responding to Initial PHA's Request [24 CFR 982.355(c)]

The receiving PHA must respond via e-mail or other confirmed delivery method to the initial PHA's inquiry to determine whether the family's voucher will be billed or absorbed [24 CFR 982.355(c)(3)]. If the receiving PHA informs the initial PHA that it will be absorbing the voucher, the receiving PHA cannot reverse its decision at a later date without consent of the initial PHA (24 CFR 982.355(c)(4).

> <u>BPHA Policy</u>
>
> BPHA will not accept portability transfers where the initial agency currently administers the Section 8 Program in the area in which the participant wishes to reside.
>
> BPHA will use e-mail, when possible, to notify the Initial PHA whether it will administer or absorb the family's voucher.

Initial Contact with Family

When a family moves into the PHA's jurisdiction under portability, the family is responsible for promptly contacting the PHA and complying with the PHA's procedures for incoming portable families. The family's failure to comply may result in denial or termination of the receiving PHA's voucher [24 CFR 982.355(c)(8)].

If the voucher issued to the family by the initial PHA has expired, the receiving PHA must contact the initial PHA to determine if it will extend the voucher [24 CFR 982.355(c)(13)].

If for any reason the receiving PHA refuses to process or provide assistance to a family under the portability procedures, the family must be given the opportunity for an informal review or hearing [Notice PIH 2012-42]. (For more on this topic, see later under "Denial or Termination of Assistance.")

Briefing [Notice PIH 2012-42]

HUD allows the receiving PHA to require a briefing for an incoming portable family as long as the requirement does not unduly delay the family's search [Notice PIH 2012-42].

> <u>BPHA Policy</u>
>
> BPHA will provide the family with a briefing packet (as described in Chapter 5) and, in an individual briefing, will orally inform the family about BPHA's payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process.

Income Eligibility and Reexamination

The receiving PHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA's voucher program. However, for a family that was not already receiving assistance in the PHA's HCV program, the initial PHA must determine whether the family is eligible for admission to the receiving PHA's HCV program. In determining income eligibility, the receiving PHA's income limits are used by the initial PHA. [24 CFR 982.355(c)(9)]. If the receiving PHA opts to conduct a new reexamination for a current participant family, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit [24 CFR 982.355(c)(11)].

> <u>BPHA Policy</u>
> For any family moving into its jurisdiction under portability, BPHA will conduct a new reexamination of family income and composition. However, BPHA will not delay issuing the family a voucher for this reason. Nor will BPHA delay approving a unit for the family until the reexamination process is complete unless the family is an applicant and BPHA cannot otherwise confirm that the family is income eligible for admission to the program in the area where the unit is located.
>
> In conducting its own reexamination, BPHA will rely upon any verification provided by the Initial PHA to the extent that they (a) accurately reflect the family's current circumstances and (b) were obtained within the last 60 days. Any new information may be verified by documents provided by the family and adjusted, if necessary, when third party verification is received.

Voucher Issuance

When a family moves into its jurisdiction under portability, the receiving PHA is required to issue the family a voucher. The term of the receiving PHA voucher may not expire before 30 calendar days from the expiration date of the initial PHA voucher [24 CFR 982.355(b)(13)]. The family must submit a request for tenancy approval to the receiving PHA during the term of the receiving PHA's voucher [24 CFR 982.355(c)(15)].

Timing of Voucher Issuance

HUD expects the receiving PHA to issue the voucher within two weeks after receiving the family's paperwork from the initial PHA if the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA's procedures [Notice PIH 2012-42].

> BPHA Policy
>
> When a family ports into BPHA's jurisdiction, BPHA will issue the family a voucher based on the paperwork provided by the Initial PHA unless the family's paperwork from the Initial PHA is incomplete, the family's voucher from the Initial PHA has expired, or the family does not comply with BPHA's procedures.
>
> BPHA will update the family's information when verification has been completed.

Voucher Term

The term of the receiving PHA's voucher may not expire before 30 calendar days from the expiration of the initial PHA's voucher [24 CFR 982.355(c)(13)].

> BPHA Policy
>
> The receiving PHA's voucher will expire at least 30 days after the expiration date of the voucher issued by Initial PHA. For example, if the expiration date on the initial PHA's voucher is 9/30/2015, the receiving PHA's voucher may not expire before 10/30/2015.

Voucher Extensions [24 CFR 982.355(c)(14), Notice 2012-42]

Once the receiving PHA issues the portable family a voucher, the receiving PHA's policies on extensions of the voucher term apply. The receiving PHA must notify the initial PHA of any extensions granted to the term of the voucher. It must also bear in mind the billing deadline provided by the initial PHA. Unless willing and able to absorb the family, the receiving PHA should ensure that any voucher expiration date would leave sufficient time to process a request for tenancy approval, execute a HAP contract, and deliver the initial billing to the initial PHA.

> BPHA Policy
>
> BPHA generally will not extend the term of the voucher that it issues to an incoming portable family unless the PHA plans to absorb the family into its own program, in which case it will follow the policies on voucher extension set forth in Section 5-II.E.
>
> BPHA will consider an exception to this policy as a reasonable accommodation to a person with disabilities (see Chapter 2).

Voucher Suspensions [24 CFR 982.303, 24 CFR 982.355(c)(15)]

If the family submits a request for tenancy approval during the term of the receiving PHA's voucher, the PHA must suspend the term of that voucher. The term of the voucher stops from the date that the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied [24 CFR 982.4(b)] (see Section 5-II.E).

Notifying the Initial PHA

The receiving PHA must promptly notify the initial PHA if the family has leased an eligible unit under the program or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the receiving PHA's voucher [24 CFR 982.355(c)(8)]. The receiving PHA is required to use Part II of Form HUD-52665, Family Portability Information, for this purpose [24 CFR 982.355(e)(5), Notice PIH 2012-42]. (For more on this topic and the deadline for notification, see below under "Administering a Portable Family's Voucher".)

If an incoming portable family ultimately decides not to lease in the jurisdiction of the receiving PHA but instead wishes to return to the initial PHA's jurisdiction or to search in another jurisdiction, the receiving PHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extension of search time provided by the receiving PHA's voucher is only valid for the family's search in the receiving PHA's jurisdiction. [Notice PIH 2012-42]

Administering a Portable Family's Voucher

Portability Billing [24 CFR 982.355(e)]

To cover assistance for a portable family that was not absorbed, the receiving PHA bills the initial PHA for housing assistance payments and administrative fees. The amount of the housing assistance payment for a portable family in the receiving PHA's program is determined in the same manner as for other families in the receiving PHA's program.

The receiving PHA may bill the initial PHA for the lesser of 80 percent of the initial PHA's ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing the initial PHA under portability. If the administrative fees are prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill (i.e., the receiving PHA may bill for the lesser of 80 percent of the initial PHA's prorated ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee).

If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

BPHA Policy

BPHA will not exercise its right to negotiate and therefore, will bill the initial PHA the maximum amount of administrative fees allowed, ensuring any administrative fee proration has been properly applied.

Initial Billing Deadline

If a portable family's search for a unit is successful and the receiving PHA intends to administer the family's voucher, the receiving PHA must submit its initial billing notice (Part II of Form HUD-52665) (a) no later than 10 business days following the date the receiving PHA **executes** a HAP contract on behalf of the family **and** (b) in time that the notice will be **received** no later than 60 days following the expiration date of the family's voucher issued by the initial PHA [Notice PIH 2012-42]. A copy of the family's Form HUD-50058, Family Report, completed by the receiving PHA must be attached to the initial billing notice. The receiving PHA may send these documents by mail, fax, or e-mail.

BPHA Policy

BPHA will send its initial billing notice by fax or e-mail, if necessary, to meet the billing deadline but will also send the notice by regular mail.

If the receiving PHA fails to send the initial billing within 10 business days following the date the HAP contract is executed, it is required to absorb the family into its own program unless (a) the initial PHA is willing to accept the late submission or (b) HUD requires the initial PHA to honor the late submission (e.g., because the receiving PHA is over leased) [Notice PIH 2012-42].

Ongoing Notification Responsibilities [Notice PIH 2012-42, HUD-52665]

Annual Reexamination.

The receiving PHA must send the initial PHA a copy of a portable family's updated Form HUD-50058 after each annual reexamination for the duration of time the receiving PHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount.

BPHA Policy

BPHA will send a copy of the updated Form HUD-50058 by regular mail at the same time the family and owner are notified of the reexamination results.

Change in Billing Amount

The receiving PHA is required to notify the initial PHA, using Form HUD-52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.)
- An abatement or subsequent resumption of the HAP payments
- Termination of the HAP contract

- Payment of a damage/vacancy loss claim for the family
- Termination of the family from the program

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount. If the receiving PHA fails to send Form HUD-52665 within 10 days of effective date of billing changes, the initial PHA is not responsible for any increase prior to notification.

Late Payments [Notice PIH 2012-42]

If the initial PHA fails to make a monthly payment for a portable family by the fifth business day of the month, the receiving PHA must promptly notify the initial PHA in writing of the deficiency. The notice must identify the family, the amount of the billing payment, the date the billing payment was due, and the date the billing payment was received (if it arrived late). The receiving PHA must send a copy of the notification to the Office of Public Housing (OPH) in the HUD area office with jurisdiction over the receiving PHA. If the initial PHA fails to correct the problem by the second month following the notification, the receiving PHA may request by memorandum to the director of the OPH with jurisdiction over the receiving PHA that HUD transfer the unit in question. A copy of the initial notification and any subsequent correspondence between the PHAs on the matter must be attached. The receiving PHA must send a copy of the memorandum to the initial PHA. If the OPH decides to grant the transfer, the billing arrangement on behalf of the family ceases with the transfer, but the initial PHA is still responsible for any outstanding payments due to the receiving PHA.

Overpayments [Notice PIH 2012-42]

In all cases where the receiving PHA has received billing payments for billing arrangements no longer in effect, the receiving PHA is responsible for returning the full amount of the overpayment (including the portion provided for administrative fees) to the initial PHA.

In the event that HUD determines billing payments have continued for at least three months because the receiving PHA failed to notify the initial PHA that the billing arrangement was terminated, the receiving PHA must take the following steps:

- Return the full amount of the overpayment, including the portion provided for administrative fees, to the initial PHA.
- Once full payment has been returned, notify the Office of Public Housing in the HUD area office with jurisdiction over the receiving PHA of the date and the amount of reimbursement to the initial PHA.

At HUD's discretion, the receiving PHA will be subject to the sanctions spelled out in Notice PIH 2012-42.

Denial or Termination of Assistance

At any time, the receiving PHA may make a determination to deny or terminate assistance to a portable family for family action or inaction [24 CFR 982.355(c)(17),

In the case of a termination, the PHA should provide adequate notice of the effective date to the initial PHA to avoid having to return a payment. In no event should the receiving PHA fail to notify the initial PHA later than 10 business days following the effective date of the termination of the billing arrangement [HUD-52665; Notice PIH 2012-42].

> <u>BPHA Policy</u>
>
> If BPHA elects to deny or terminate assistance for a portable family, BPHA will notify the Initial PHA within 10 business days after the informal review or hearing if the denial or termination is upheld. BPHA will base its denial or termination decision on the policies set forth in Chapter 3 or Chapter 12, respectively. The informal review or hearing will be held in accordance with the policies in Chapter 16.

Absorbing a Portable Family

The receiving PHA may absorb an incoming portable family into its own program when the PHA executes a HAP contract on behalf of the family or at any time thereafter providing that the PHA has funding available under its Annual Contributions Contract (ACC) [24 CFR 982.355(d)(1), Notice PIH 2012-42].

If the receiving PHA absorbs a family from the point of admission, the admission will be counted against the income targeting obligation of the receiving PHA [24 CFR 982.201(b)(2)(vii)].

If the receiving PHA absorbs a family after providing assistance for the family under a billing arrangement with the initial PHA, HUD encourages the receiving PHA to provide adequate advance notice to the initial PHA to avoid having to return an overpayment. The receiving PHA must specify the effective date of the absorption of the family [Notice PIH 2012-42].

> <u>BPHA Policy</u>
>
> If BPHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, BPHA will notify the Initial PHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.
>
> If BPHA decides to absorb a family after that, it will provide the Initial PHA with 30 days' advance notice.

Following the absorption of an incoming portable family, the family is assisted with funds available under the consolidated ACC for the receiving PHA's voucher program [24 CFR 982.355(d)], and the receiving PHA becomes the initial PHA in any subsequent moves by the family under portability.

Chapter 11

REEXAMINATIONS

INTRODUCTION

The PHA is required to reexamine each family's income and composition at least annually, and to adjust the family's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of family share and subsidy that occurs as a result. HUD regulations and PHA policies concerning reexaminations are presented in three parts:

> Part I: Annual Reexaminations. This part discusses the process for conducting annual reexaminations.
>
> Part II: Interim Reexaminations. This part details the requirements for families to report changes in family income and composition between annual reexaminations.
>
> Part III: Recalculating Family Share and Subsidy Amount. This part discusses the recalculation of family share and subsidy amounts based on the results of annual and interim reexaminations.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this plan, apply to both annual and interim reexaminations.

PART I: ANNUAL REEXAMINATIONS [24 CFR 982.516]

11-I.A. OVERVIEW

The PHA must conduct a reexamination of family income and composition at least annually. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated. This part discusses the schedule for annual reexaminations, the information to be collected and verified, and annual reexamination effective dates.

11-I.B. SCHEDULING ANNUAL REEXAMINATIONS

The PHA must establish a policy to ensure that the annual reexamination for each family is completed *within* a 12-month period, and may require reexaminations more frequently [HCV GB p. 12-1].

> BPHA Policy
>
> BPHA will begin the annual reexamination process 90 days in advance of its scheduled effective date. Generally, BPHA will schedule annual reexamination effective dates to coincide with the family's anniversary date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family moves to a new unit, BPHA will perform a new annual reexamination.

BPHA also may schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process

The PHA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the PHA. However, PHAs should give tenants who were not provided the opportunity the option to complete Form HUD-92006 at this time [Notice PIH 2009-36].

<u>BPHA Policy</u>

Families are required to participate in an annual reexamination interview, which must be attended by the head of household and all household adults 18 years and older. If participation in an in-person interview poses a hardship because of a family member's disability, the family may contact BPHA to request a reasonable accommodation (see Chapter 2).

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact BPHA in advance of the interview to schedule a new appointment. If a family does not attend the scheduled interview, BPHA will send a second notification with a new interview date and appointment time.

If a family fails to attend two scheduled interviews without PHA approval, or if the notice is returned by the post office with no forwarding address, a notice of termination will be sent to the family's address of record (see Chapter 12), and to any alternate address provided in the family's file.

An advocate, interpreter, or other assistant may assist the family in the interview process. The family and BPHA must execute a certification attesting to the role and the assistance provided by any such third party.

11-I.C. CONDUCTING ANNUAL REEXAMINATIONS

As part of the annual reexamination process, families are required to provide updated information to the PHA regarding the family's income, expenses, and composition [24 CFR 982.551(b)].

> <u>BPHA Policy</u>
>
> Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a PHA-designated reexamination form(s), an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documents or forms related to the family's income, expenses, and family composition.
>
> Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 calendar days of the interview. BPHA will grant an additional extension of time only as a reasonable accommodation for a person with disabilities or for other good cause.
>
> If the family does not provide the required documents or information within the required time period (plus any extensions), the family will be sent a notice of termination (see Chapter 12).

Additionally, HUD recommends that at annual reexaminations PHAs ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 012-28].

> <u>BPHA Policy</u>
>
> At the annual reexamination, BPHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. BPHA may use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

If the PHA proposes to terminate assistance based on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)]. (See Chapter 12)

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the PHA has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis.

These include:

- Legal identity
- Age
- Social Security numbers
- A person's disability status
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to the housing quality standards (HQS) (see Chapter 8), the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

11-I.D. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS [24 CFR 982.552(b)(5)]

Section 327 of Public Law 109-115 established restrictions on the ongoing eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled in an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be reexamined along with the income eligibility of the student's parents on an annual basis. In these cases, both the student and the student's parents must be income eligible for the student to continue to receive HCV assistance. If, however, a student in these circumstances is determined independent from his or her parents in accordance with PHA Policy, the income of the student's parents will not be considered in determining the student's ongoing eligibility.

Students who reside with parents in an HCV assisted unit are not subject to this provision. It is limited to students who are receiving assistance on their own, separately from their parents.

> BPHA Policy
>
> During the annual reexamination process, BPHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.
>
> If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.

If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), BPHA will process a reexamination in accordance with the policies in this chapter.

11-I.E. EFFECTIVE DATES [24 CFR 982.516]

The PHA must establish policies concerning the effective date of changes that result from an annual reexamination [24 CFR 982.516].

BPHA Policy

Increase in Family Share

In general, an *increase* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.

If BPHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by BPHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any overpaid subsidy.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the reexamination as scheduled.

Decrease in Family Share

In general, a *decrease* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date.

If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract.

If BPHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by BPHA.

If the family causes a delay in processing the annual reexamination, d*ecreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the reexamination as scheduled.

PART II: INTERIM REEXAMINATIONS [24 CFR 982.516]

11-II.A. OVERVIEW

Family circumstances may change between annual reexaminations. HUD and PHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes. HUD regulations also permit the PHA to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted [HCV GB, p. 12-10].

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition changes. The PHA must complete the interim reexamination within a reasonable time after the family's request.

This part includes HUD and PHA policies describing what changes families are required to report, what changes families may choose to report, and how the PHA will process both PHA- and family-initiated interim reexaminations.

11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

The family is required to report all changes in family composition. The PHA must adopt policies prescribing when and under what conditions the family must report changes in income and housing composition. However, due to family obligations under the program, the PHA has limited discretion in this area.

> <u>BPHA Policy</u>
>
> The PHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

New Family Members <u>Not</u> Requiring PHA Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify the PHA of the addition [24 CFR 982.551(h)(2)].

> <u>BPHA Policy</u>
>
> The family must inform the PHA of the birth, adoption, or court-awarded custody of a child within 10 calendar days.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PHA approval to add a new family member [24 CFR 982.551(h)(2)] or other household member (live-in aide or foster child) [24 CFR 982.551(h)(4)].

When any new family member is added, the PHA must conduct a reexamination to determine any new income or deductions associated with the additional family member and to make appropriate adjustments in the family share of the rent and the HAP payment [24 CFR 982.516(e)].

If a change in family size causes a violation of Housing Quality Standards (HQS) space standards (see Chapter 8), the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the family's HAP contract in accordance with its terms [24 CFR 982.403].

> BPHA Policy
>
> Families must request PHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 14 consecutive days or 40 cumulative days within a 12-month period and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by the PHA prior to the individual moving into the unit.
>
> The PHA will not approve the addition of a new family or household member unless the individual meets the PHA's eligibility criteria (see Chapter 3) and documentation requirements (see Chapter 7, Part II).
>
> The PHA will not approve the addition of a temporary foster child or foster adult if it will cause a violation of HQS space standards.
>
> In making its determination for approval of a new family member to the unit, BPHA will consider, on a case-by-case basis, the "benefit to the family". A benefit to the family includes, but not limited to, consistent income of the new household member and/or assistance or needs of minors in the household.
>
> If the PHA determines an individual meets the PHA's eligibility criteria and documentation requirements, the PHA will provide written approval to the family. If the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the approval letter will explain that the family will be issued a voucher and will be required to move.
>
> If the PHA determines that an individual does not meet the PHA's eligibility criteria or documentation requirements, the PHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.
>
> The PHA will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

Departure of a Family or Household Member

Families must promptly notify the PHA if any family member no longer lives in the unit

[24 CFR 982.551(h)(3)]. Because household members are considered when determining the family unit (voucher) size [24 CFR 982.402], the PHA also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit.

> BPHA Policy
>
> If a household member ceases to reside in the unit, the family must inform the PHA within 10 calendar days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.
>
> If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform the PHA within 10 business days.

11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, the PHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

PHA-Initiated Interim Reexaminations

PHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the PHA. They are not scheduled because of changes reported by the family.

> BPHA Policy
>
> The PHA will conduct interim reexaminations in each of the following instances:
>
> > For families receiving the Earned Income Disallowance (EID), the PHA will conduct an interim reexamination at the start and conclusion of the second 12 month exclusion period (50 percent phase-in period).
> >
> > If the family has reported zero income, the PHA will conduct an interim reexamination every 3 months as long as the family continues to report that they have no income. If the family begins receiving income during the 3 month period, the family must report the income within 10 calendar days. An interim will be conducted effective the first of the month immediately following the effective date of income.
> >
> > If a family is reporting seasonal or cyclic income and at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), the

PHA may schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the PHA will conduct an interim reexamination.

The PHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

Family-Initiated Interim Reexaminations

The PHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses related to deductions of annual income [24 CFR 982.516(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)].

Required Reporting

HUD regulations give the PHA the freedom to determine the circumstances under which families will be required to report changes affecting income.

BPHA Policy

Increase in Income

Families are required to report all increases in income, including new employment and public assistance, within 10 calendar days of the date the change takes effect.

The PHA will conduct interim reexaminations for 1) families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase; 2) families reporting zero income began receiving income; and 3) sporadic income becomes more regular.

In cases of families receiving an increase of income due to new employment or salary increase, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.

Changes in Expenses/Allowances

Families are required to report all revisions to expenses and/or allowances related to deductions of annual income including child care deductions, child allowances and full time student status.

Interims will be processed effective the first of the following month the change is/was effective. It is the family's responsibility to report the change within 10 calendar days of the change.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

Failure to report the increase or change in household composition may be grounds for termination of program assistance.

Optional Reporting

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)]. The PHA must process the request if the family reports a change that will result in a reduced family income [HCV GB, p. 12-9].

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.

BPHA Policy

If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in a decrease in the family share of rent, the PHA will conduct an interim reexamination. See Section 11-II.D. for effective dates.

11-II.D. PROCESSING THE INTERIM REEXAMINATION

Method of Reporting

BPHA Policy

The family must notify BPHA of changes in writing within 10 calendar days.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if BPHA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, BPHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 calendar days of receiving a request from BPHA. This time frame may be extended for good cause with PHA approval. BPHA may accept required documentation by mail, by fax, e-mail, or in person.

Effective Dates

The PHA must establish the time frames in which any changes that result from an interim reexamination will take effect [24 CFR 982.516(d)]. The changes may be applied either retroactively or prospectively, depending on whether there is to be an increase or a decrease in the family share of the rent, and whether the family reported any required information within the required time frames [HCV GB, p. 12-10].

BPHA Policy

If the family share of the rent is to *increase*:

The increase will be effective on the first of the month following 30 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the family share of the rent is to *decrease*:

Requests for interims due to decrease in income where the decrease was effective within 7 calendar days prior to the end of the month, will be processed effective the 1st of the second month in which the change was reported and all required documentation was submitted.. For Example: Request submitted December 28th will be processed effective February 1st.

All other decrease in income reported within the required 10 calendar days will be made effective the first day of the month following the month in which the change was reported and all required documentation was submitted.

In cases where the change cannot be verified, beyond the control of the family, until after the date the change would have become effective, the change will be made retroactively.

Family's delay in reporting the decrease in income will not result in a retroactive effective interim, unless requested as a reasonable accommodation for health issues or other factors beyond the control of the family enabling the family to report the change in a timely manner.

Failure to report the change in household composition or income may be grounds for termination of program assistance.

PART III: RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

11-III.A. OVERVIEW

After gathering and verifying required information for an annual or interim reexamination, the PHA must recalculate the family share of the rent and the subsidy amount, and notify the family and owner of the changes [24 CFR 982.516(d)(2), HCV 12-6 and 12-10]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES

In order to calculate the family share of the rent and HAP amount correctly, changes in payment standards, subsidy standards, or utility allowances may need to be updated and included in the PHA's calculations.

Specific policies governing how subsidy standards, payment standards, and utility allowances are applied are discussed below.

Payment Standards [24 CFR 982.505]

The family share of the rent and HAP calculations must use the correct payment standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located [HCV GB, p. 12-5]. See Chapter 6 for information on how to select the appropriate payment standard.

When the PHA changes its payment standards or the family's situation changes, new payment standards are applied at the following times:

- If the PHA's payment standard amount changes during the term of the HAP contract, the date on which the new standard is applied depends on whether the standard has increased or decreased:
  - If the payment standard amount has i*ncreased,* the increased payment standard will be applied at the *first annual* reexamination following the effective date of the increase in the payment standard.
  - If the payment standard amount has *decreased*, the decreased payment standard will be applied at the *second annual* reexamination following the effective date of the decrease in the payment standard.
- If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) the current payment standard applicable to the family will be used when the new HAP contract is processed.

Subsidy Standards [24 CFR 982.505(c)(4)]

If there is a change in the family unit size that would apply to a family during the HAP contract term, either due to a change in family composition, or a change in the PHA's subsidy standards (see Chapter 5), the new family unit size must be used to determine the payment standard amount for the family at the family's *first annual reexamination* following the change in family unit size.

Utility Allowances [24 CFR 982.517(d)]

The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in the PHA's utility allowance schedule [HCV GB, p.12-5]. Chapter 16 discusses how utility allowance schedules are established.

When there are changes in the utility arrangement with the owner, the PHA must use the utility allowances in effect at the time the new lease and HAP contract are executed.

At reexamination, the PHA must use the PHA current utility allowance schedule [24 CFR 982.517(d)(2)].

> BPHA Policy
>
> Revised utility allowances will be applied to a family's rent and subsidy calculations at the first annual reexamination after the allowance is adopted.

11-III.C. NOTIFICATION OF NEW FAMILY SHARE AND HAP AMOUNT

The PHA must notify the owner and family of any changes in the amount of the HAP payment [HUD-52641, HAP Contract]. The notice should inform the family and the owner of the following [HCV GB, p. 12-6]:

- The amount and effective date of the new HAP;
- The amount and effective date of the new family share of the rent; and
- The amount and effective date of the new rent to owner.

The family must be given an opportunity for an informal hearing regarding the PHA's determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment [24 CFR 982.555(a)(1)(i)] (see Chapter 16).

BPHA Policy

> BPHA will include the following information on the notices of new family share and HAP amount:
>
> The amount and effective date of the new HAP payment
>
> The amount and effective date of the new family share of the rent
>
> The notice also will state the procedures for requesting an informal hearing.

11-III.D. DISCREPANCIES

During an annual or interim reexamination, the PHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the PHA may discover errors made by the PHA. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in Chapter 13.

Chapter 12

TERMINATION OF ASSISTANCE AND TENANCY

HUD regulations specify mandatory and optional grounds for which a PHA can terminate a family's assistance and the ways in which such terminations must take place. They also specify the circumstances under which an owner may terminate the tenancy of an assisted family. This chapter describes the policies that govern mandatory and optional terminations of assistance, and termination of tenancy by the owner. It is presented in three parts:

Part I: Grounds for Termination of Assistance. This part describes the various circumstances under which assistance under the program can be terminated by the family or by the PHA.

Part II: Approach to Termination of Assistance. This part describes the policies and the process that the PHA will use in evaluating decisions on whether to terminate assistance due to actions or inactions of the family where termination is an option. It specifies the alternatives that the PHA may consider in lieu of termination, the criteria the PHA will use when deciding what action to take and the steps the PHA must take when terminating a family's assistance.

Part III: Termination of Tenancy by the Owner. This part describes the HUD policies that govern the owner's right to terminate an assisted tenancy.

PART I: GROUNDS FOR TERMINATION OF ASSISTANCE

12-I.A. OVERVIEW

HUD requires the PHA to terminate assistance for certain actions and inactions of the family and when the family no longer requires assistance due to increases in family income. HUD permits the PHA to terminate assistance for certain other actions or inactions of the family. In addition, a family may decide to withdraw from the program and terminate their HCV assistance at any time by notifying the PHA.

12-I.B. FAMILY NO LONGER REQUIRES ASSISTANCE [24 CFR 982.455]

As a family's income increases, the amount of the housing assistance payment decreases. If the amount of assistance provided by the PHA is reduced to zero the family's assistance terminates automatically 180 days after the last HAP payment.

BPHA Policy

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify BPHA of the change and request an interim reexamination before the expiration of the 180-day period.

If during the 180 days the participant family moves from the assisted unit without notifying BPHA, the family voluntarily terminates participation from the program.

12-I.C. FAMILY CHOOSES TO TERMINATE ASSISTANCE

The family may request that the PHA terminate housing assistance payments on behalf of the family at any time.

BPHA Policy

The request to terminate assistance should be made in writing and signed by the head of household, and spouse or co-head. However, BPHA will terminate assistance immediately upon receipt of verbal or written notification from the head of household, spouse or co-head.

Individual separate written notifications of voluntary termination will be sent to the head of household, spouse/co-head and property owner with the following information:

1) Name of terminating party
2) Effective date of termination
3) Date household becomes solely responsible for full rental payments
4) Appeal process, including informal hearing for non-terminating Head of household, Co-head or spouse.

12-I.D. MANDATORY TERMINATION OF ASSISTANCE

HUD requires the PHA to terminate assistance in the following circumstances.

Eviction [24 CFR 982.552(b)(2), 24 CFR 5.2005(c)(1)]

The PHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. As discussed further in Section 12-II.E, incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

BPHA Policy

A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance is not mandatory. In such cases, BPHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures described in Section 12-II.C. In making its decision, BPHA will consider the factors described in Sections 12-II.D and 12-II.E. Upon consideration of such factors, BPHA may, on a case-by-case basis, choose not to terminate assistance.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Whether or not the reason for the eviction was the fault of the tenant or guests will also be considered when determining termination.

Failure to Provide Consent [24 CFR 982.552(b)(3)]

The PHA must deny admission to the program for an applicant, or terminate program assistance for a participant, if any member of the family fails to sign and submit consent forms for obtaining information. See Chapter 7 for a complete discussion of consent requirements.

Failure to Document Citizenship [24CFR 982.552(b)(4) and 24CFR 5.514(c)]

The PHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.

For (3) above, such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated. See Chapter 7 for a complete discussion of documentation requirements.

Failure to Disclose and Document Social Security Numbers [24 CFR 5.218(c), Notice PIH 2012-10]

The PHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

However, if the family is otherwise eligible for continued program assistance, and the PHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, the PHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the PHA determined the family to be noncompliant.

BPHA Policy

BPHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

Methamphetamine Manufacture or Production [24 CFR 982.553(b)(1)(ii)]

The PHA must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

Lifetime Registered Sex Offenders [Notice PIH 2012-28]

Should a PHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the PHA must immediately terminate assistance for the household member.

In this situation, the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must terminate assistance for the household.

Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06]

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children, is not residing with his/her parents in an HCV assisted household, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the PHA must terminate the student's assistance if, at the time of reexamination, either the student's income or the income of the student's parents (if applicable) exceeds the applicable income limit.

If a participant household consists of both eligible and ineligible students, the eligible students shall not be terminated, but must be issued a voucher to move with continued assistance in accordance with program regulations and PHA policies, or must be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit.

Death of the Sole Family Member
[24 CFR 982.311(d) and Notice PIH 2010-9]

The PHA must immediately terminate program assistance for deceased single member households.

12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS

Mandatory Policies [24 CFR 982.553(b) and 982.551(l)]

HUD requires the PHA to establish policies that permit the PHA to terminate assistance if the PHA determines that:

- Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member has violated the family's obligation not to engage in any drug-related criminal activity
- Any household member has violated the family's obligation not to engage in violent criminal activity

Use of Illegal Drugs and Alcohol Abuse

> <u>BPHA Policy</u>
>
> BPHA will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
>
> BPHA will terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
>
> *Currently engaged in* is defined as any use of illegal drugs during the previous six months.
>
> BPHA will consider all credible evidence, including but not limited to, any complaints received including anonymous complaints, record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol.
>
> In making its decision to terminate assistance, BPHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, BPHA may, on a case-by-case basis, choose not to terminate assistance.

Drug-Related and Violent Criminal Activity [24 CFR 5.100]

Drug means a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

BPHA Policy

BPHA will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.

BPHA will consider all credible evidence, including but not limited to, any complaints received including anonymous complaints, record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

In making its decision to terminate assistance, BPHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, BPHA may, on a case-by-case basis, choose not to terminate assistance.

Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c), 24 CFR 5.2005(c)]

HUD permits the PHA to terminate assistance under a number of other circumstances. It is left to the discretion of the PHA whether such circumstances in general warrant consideration for the termination of assistance. As discussed further in Section 12-II.E, the Violence Against Women Act of 2013 explicitly prohibits PHAs from considering incidents of, or criminal activity directly related to, domestic violence, dating violence, sexual assault, or stalking as reasons for terminating the assistance of a victim of such abuse.

BPHA Policy

BPHA **will not** terminate a family's assistance because of the family's failure to meet its obligations under the Family Self-Sufficiency program.

BPHA **will** terminate a family's assistance if:

The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related PHA policies.

Any family member has been evicted from federally-assisted housing in the last five (5) years.

Any PHA has ever terminated assistance under the program for any member of the family.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family currently owes rent or other amounts to BPHA or to another PHA in connection with the HCV, Certificate, Moderate Rehabilitation or public housing programs.

The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent or other amounts owed by the family under the lease.

The family has breached the terms of a repayment agreement entered into with BPHA.

A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

The family has been engaged in criminal activity or alcohol abuse.

In making its decision to terminate assistance, BPHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, BPHA may, on a case-by-case basis, choose not to terminate assistance.

Family Absence from the Unit [24 CFR 982.312]

The family may be absent from the unit for brief periods. The PHA must establish a policy on how long the family may be absent from the assisted unit. However, the family may not be absent from the unit for a period of more than 180 consecutive days for any reason. Absence in this context means that no member of the family is residing in the unit.

<u>BPHA Policy</u>

If the family is absent from the unit for more than 30 consecutive calendar days, the family's assistance will be terminated. Notice of termination will be sent in accordance with Section 12-II.F.

BPHA may allow more than 30 days on a case-by-case need basis, but never more than 180 consecutive days.

Families must notify BPHA at least 10 days before leaving the unit if they are going to be absent from the unit for more than 30 consecutive days. In cases of unforeseen emergencies, BPHA must be notified at the earliest possible time.

Insufficient Funding [24 CFR 982.454]

The PHA may terminate HAP contracts if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

<u>BPHA Policy</u>

BPHA will determine whether there is sufficient funding to pay for currently assisted families according to the policies in Part VIII of Chapter 16. If BPHA determines there is a shortage of funding, prior to terminating any HAP contracts, BPHA 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 PHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, the PHA will inform the local HUD field office. The PHA will terminate the minimum number needed in order to reduce HAP costs to a level within the PHA's annual budget authority.

If the PHA must terminate HAP contracts due to insufficient funding, the PHA will do so in accordance with the following criteria and instructions:

- The PHA will terminate HAP contracts starting with Category 1 families.
- The PHA will only move to the next category when there are no families remaining in the current category and more HAP contract terminations are necessary.

Category 1: Families who are "not in good standing" and/or have committed program fraud at any time during program participation.

Families considered "not in good standing" will be determined based on, but not limited to the following criteria:

1. Pattern of violation of lease
2. Pattern of violation of family obligations
3. Prior history of incidents involving drug related or violent criminal activity
4. Prior history of threatened or abusive behavior towards PHA staff
5. Any other actions deemed appropriate for termination by the PHA

Category 2: First In - First Out Terminations

The PHA will terminate families according to the date of the family's admission to the program, starting with those who have been receiving assistance the longest.

The PHA will base the terminations to families in the following order:

1. Non-elderly, non-disabled single member families.
2. Non-elderly, non-disabled families with no children under the age of 18.
3. Non-elderly, non-disabled families with children under the age of 18.
4. Elderly and disabled families.

PART II: APPROACH TO TERMINATION OF ASSISTANCE

12-II.A. OVERVIEW

The PHA is required by regulation to terminate a family's assistance for certain actions or inactions of the family. For other types of actions or inactions of the family, the regulations give the PHA the authority to either terminate the family's assistance or to take another action. This part discusses the various actions the PHA may choose to take when it has discretion, and outlines the criteria the PHA will use to make its decision about whether or not to terminate assistance. It also specifies the requirements for the notification to the family of the PHA's intent to terminate assistance.

12-II.B. METHOD OF TERMINATION [24 CFR 982.552(a)(3)]

Termination of assistance for an applicant may include any or all of the following:

- Terminating housing assistance payments under a current HAP contract,
- Refusing to enter into a new HAP contract or approve a lease, or
- Refusing to process a request for or to provide assistance under portability procedures.

12-II.C. ALTERNATIVES TO TERMINATION OF ASSISTANCE

Counseling Sessions

BPHA Policy

Prior to proposal of termination, in most cases, BPHA may provide Counseling Sessions, in attempt to resolve or confirm violations.

Counseling sessions are provided to tenants and property owners, usually offered only once per household as courtesy to clarify or resolve violations. Counseling Sessions consists of in-person meetings between BPHA staff, Head of Household and all other relevant household members. Property owners may also be included as needed.

BPHA staff will inform the family of the concern for possible violations and provide the family an opportunity to clarify or explain the situation. A Counseling Session may result in any of the following:

1) The family is able to clarify the concern and BPHA determines that no violation exists. The Counseling Session is then re-designated as a tenant meeting and not counted as the one time courtesy Counsel Session.

2) BPHA determines that although the family has committed a program violation, a) the violation was a result of a misunderstanding, b) the family's honesty and commitment to correct the violation is evident, and/or c) extenuating circumstances existed and the violation has or will cease immediately such as Change in Household Composition discussed below. The family is then counseled and reminded of their family obligations under the HCV program. The Counseling Session is counted as the family's one time opportunity to ensure program compliance in the future.

Change in Household Composition

As a condition of continued assistance, the PHA may require that any household member who participated in or was responsible for an offense no longer resides in the unit [24 CFR 982.552(c)(2)(ii)].

<u>BPHA Policy</u>

As a condition of continued assistance, the head of household must certify that the culpable family member(s) has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit, on a case-by-case basis. The family must present evidence of the former family member's current address upon PHA request.

3) BPHA determines that the violation is such that resulted in inappropriate HAP being made on behalf of the family, therefore, a repayment agreement is executed by the Head of Household. See Chapter 16 for policies on repayment agreements. The family is counseled and reminded of their family obligations under the HCV program. The Counseling Session is counted as the family's one time opportunity to ensure program compliance in the future.

4) BPHA determines that the violation is so egregious and/or fraudulent that termination of assistance is warranted and will be processed. Termination of assistance may also include a repayment agreement.

12-II.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

During and after the Counseling Session, the following factors are considered with deciding to terminate assistance:

Evidence

For criminal activity, HUD permits the PHA to terminate assistance if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted [24 CFR 982.553(c)].

> <u>BPHA Policy</u>
>
> BPHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.
>
> *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 982.552(c)(2)(i)]

The PHA is permitted, but not required, to consider all relevant circumstances when determining whether a family's assistance should be terminated.

> <u>BPHA Policy</u>
>
> BPHA will consider the following factors when making its decision to terminate assistance:
>
> - The seriousness of the case, especially with respect to how it would affect other residents
> - The effects that termination of assistance may have on other members of the family who were not involved in the action or failure to act
> - The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities or (as discussed further in Section 12-II.E) a victim of domestic violence, dating violence, sexual assault, or stalking
> - The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future
> - In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

- BPHA will require the participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully
- In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

If the family includes a person with disabilities, the PHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

BPHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, BPHA will determine whether the behavior is related to the disability. If so, upon the family's request, BPHA will determine whether alternative measures are appropriate as a reasonable accommodation. BPHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See Chapter 2 for a discussion of reasonable accommodation.

12-II.E. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

This section describes the protections against termination of assistance that the Violence Against Women Act of 2013 (VAWA) provides for victims of domestic violence, dating violence, sexual assault and stalking. For general VAWA requirements, key VAWA definitions, and PHA policies pertaining to notification, documentation, and confidentiality, see Section 16-IX of this plan.

VAWA Protections against Termination

VAWA provides four specific protections against termination of HCV assistance for victims of domestic violence, dating violence, sexual assault or stalking. (*Note:* The second, third, and fourth protections also apply to terminations of tenancy or occupancy by owners participating in the HCV program as do the limitations discussed under the next heading.)

First, VAWA provides that a PHA may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to the PHA, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.314(b)(4)].

Second, it provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim [24 CFR 5.2005(c)(1)].

Third, it provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant's household, a guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, sexual assault or stalking [24 CFR 5.2005(c)(2)].

Fourth, it gives PHAs the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence [24 CFR 5.2009(a)].

Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]

VAWA does not limit the authority of a PHA to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault or stalking so long as the PHA does not subject the victim to a more demanding standard than it applies to other program participants [24 CFR 5.2005(d)(1)].

Likewise, VAWA does not limit the authority of a PHA to terminate the assistance of a victim of domestic violence, dating violence, sexual assault or stalking if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance [24 CFR 5.2005(d)(2)].

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)].

<u>BPHA Policy</u>

In determining whether a program participant who is a victim of domestic violence, dating violence, sexual assault or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, BPHA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the participant wishes to contest the PHA's determination that he or she is an actual and imminent threat to other tenants or employees, the participant may do so as part of the informal hearing.

Documentation of Abuse [24 CFR 5.2007]

A PHA, owner, or management agent presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, stalking, or criminal activity related to domestic violence, dating violence, or stalking may request that the individual making the claim document the abuse. The request for documentation must be in writing. The PHA, owner, or management agent may require submission of documentation within 14 business days after the date that the individual received the request for documentation. However, the PHA, owner, or management agent may extend this time period at its discretion.

The documentation required under this section:

(1) May consist of a HUD-approved certification form (form HUD-50066) indicating that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. Such certification must include the name of the perpetrator, and may be based solely on the personal signed attestation of the victim; or

(2) May consist of a Federal, State, tribal, territorial, or local police report or court record; or

(3) May consist of documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury under 28 U.S.C. 1746 to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic

violence, dating violence, or stalking has signed or attested to the documentation; and

(4) Shall be kept confidential by the PHA, owner, or management agent. The PHA, owner, or management agent shall not:

(i) Enter the information contained in the documentation into any shared database.

BPHA Policy

When an individual facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, BPHA will request that the individual provide certification form HUD-50066 and any documentation supporting the claim in accordance with the policies in Section 16-IX.D of this plan within 14 business days after the date that the individual received the request for documentation.

BPHA reserves the right to waive the certification requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases BPHA will document the waiver in the individual's file.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides protection against termination of assistance for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives the PHA the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others" without terminating assistance to "or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant" [24 CFR 5.2009(a)]. This authority is not dependent on a bifurcated lease or other eviction action by an owner against an individual family member. Further, this authority supersedes any local, state, or other federal law to the contrary. However, if the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance. This means that the PHA must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire family [3/16/07 *Federal Register* notice on the applicability of VAWA to HUD programs].

BPHA Policy

BPHA will terminate assistance to a family member if BPHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the assistance of the remaining, nonculpable family members.

In making its decision, BPHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to BPHA by the victim in accordance with this Section and Section 16-IX.D. BPHA will also consider the factors in Section 12-II.D. Upon such consideration, BPHA may, on a case-by-case basis, choose not to terminate the assistance of the culpable family member.

If BPHA does terminate the assistance of the culpable family member, it will do so in accordance with applicable law, HUD regulations, and the policies in this plan.

12-II.F. TERMINATION NOTICE [HCV GB, p. 15-7]

HUD regulations require PHAs to provide written notice of termination of assistance to a family only when the family is entitled to an informal hearing. However, since the family's HAP contract and lease will also terminate when the family's assistance terminates [Form HUD-52641], it is a good business practice to provide written notification to both owner and family anytime assistance will be terminated, whether voluntarily or involuntarily.

If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination that the PHA sends to the family must meet the additional HUD and PHA notice requirements discussed in Section 16-III.C of this plan. VAWA 2013 expands notification requirements to require PHAs to provide notice of VAWA rights and the HUD 50066 form when a PHA terminates a household's housing benefits.

Still other notice requirements apply in two situations:

- If a criminal record is the basis of a family's termination, the PHA must provide a copy of the record to the subject of the record and the tenant so that they have an opportunity to dispute the accuracy and the relevance of the record [24 CFR 982.553(d)(2)].
- If immigration status is the basis of a family's termination, as discussed in Section 12-I.D, the special notice requirements in Section 16-III.D must be followed.

BPHA Policy

Whenever a family's assistance will be terminated, BPHA will send a written notice of termination to the family and to the owner. BPHA will also send a Notice regarding the Violence Against Women Act (VAWA) and form HUD-50066 to the family with the termination notice. A family member wishing to claim protection under VAWA must provide certification form HUD-50066 and any documentation supporting the claim within 14 business days. The notice will state the date on which the termination will become effective. This date generally will be at least 30 calendar days following the date of the termination notice, but exceptions will be made whenever HUD rules, other PHA policies, or the circumstances surrounding the termination require.

When BPHA notifies an owner that a family's assistance will be terminated, BPHA will, if appropriate, advise the owner of his/her right to offer the family a separate, unassisted lease.

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PART III: TERMINATION OF TENANCY BY THE OWNER

12-III.A. OVERVIEW

Termination of an assisted tenancy is a matter between the owner and the family; the PHA is not directly involved. However, the owner is under some constraints when terminating an assisted tenancy. Termination of tenancy for certain reasons will also result in termination of assistance as discussed in this section.

12-III.B. GROUNDS FOR OWNER TERMINATION OF TENANCY [24 CFR 982.310, 24 CFR 5.2005(c), and Form HUD-52641-A, Tenancy Addendum]

During the term of the lease, the owner is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of state or local law, or other good cause.

Serious or Repeated Lease Violations

The owner is permitted to terminate the family's tenancy for serious or repeated violations of the terms and conditions of the lease, except when the violations are related to incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking and the victim is protected from eviction by the Violence Against Women Act of 2013 (see Section 12-II.E). A serious lease violation includes failure to pay rent or other amounts due under the lease. However, the PHA's failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

Violation of Federal, State, or Local Law

The owner is permitted to terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

Criminal Activity or Alcohol Abuse

The owner may terminate tenancy during the term of the lease if any *covered person* -- meaning any member of the household, a guest or another person under the tenant's control -- commits any of the following types of criminal activity (for applicable definitions see 24 CFR 5.100):

- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- Any violent criminal activity on or near the premises; or
- Any drug-related criminal activity on or near the premises.

However, in the case of criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, if the tenant or an affiliated individual is the victim, the criminal activity may not be construed as cause for terminating the victim's tenancy (see Section 12-II.E).

The owner may terminate tenancy during the term of the lease if any member of the household is:

- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- Violating a condition of probation or parole imposed under federal or state law.

The owner may terminate tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Evidence of Criminal Activity

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. This is the case except in certain incidents where the criminal activity directly relates to domestic violence, dating violence, sexual assault, or stalking, and the tenant or an affiliated individual is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.

Other Good Cause

During the initial lease term, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do. During the initial lease term or during any extension term, other good cause includes the disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises.

After the initial lease term, "other good cause" for termination of tenancy by the owner includes:

- Failure by the family to accept the offer of a new lease or revision
- The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit;
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent).

After the initial lease term, the owner may give the family notice at any time, in accordance with the terms of the lease.

Note that “other good cause” does **not** include vacating a property that has been foreclosed upon during the lease term prior to the sale of that property. However, the new owner of the property may terminate the tenancy effective on the date of transfer of the unit if the owner will occupy the unit as a primary residence and has provided the tenant a notice to vacate at least 90 days before the effective date of such notice [Notice PIH 2010-49]. Further information on the protections afforded to tenants in the event to foreclosure can be found in Section 13-II.G.

12-III.C. EVICTION [24 CFR 982.310(e) and (f) and Form HUD-52641-A, Tenancy Addendum]

The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action.

The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.

Owner eviction notice means a notice to vacate, a complaint or other initial pleading used under state or local law to commence an eviction action. The owner may only evict the tenant from the unit by instituting a court action. The owner must give the PHA a copy of any eviction notice at the same time the owner notifies the family. The family is also required to give the PHA a copy of any eviction notice (see Chapter 5).

> BPHA Policy
>
> If the eviction action is finalized in court, the owner must provide BPHA with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 5 business days following the court-ordered eviction.

12-III.D. DECIDING WHETHER TO TERMINATE TENANCY [24 CFR 982.310(h), 24 CFR 982.310(h)(4)]

An owner who has grounds to terminate a tenancy is not required to do so, and may consider all of the circumstances relevant to a particular case before making a decision.

These might include:

- The nature of the offending action
- The seriousness of the offending action
- The effect on the community of the termination, or of the owner’s failure to terminate the tenancy
- The extent of participation by the leaseholder in the offending action

- The effect of termination of tenancy on household members not involved in the offending activity
- The demand for assisted housing by families who will adhere to lease responsibilities
- The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the owner may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions in 24 CFR 5.105.

An owner’s decision to terminate tenancy for incidents related to domestic violence, dating violence, sexual assault or stalking is limited by the Violence Against Women Act of 2013 (VAWA) and the conforming regulations in 24 CFR Part 5, Subpart L (see Section 12-II.E).

12-III.E. EFFECT OF TENANCY TERMINATION ON THE FAMILY’S ASSISTANCE

If a termination is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, the PHA may issue a new voucher so that the family can move with continued assistance (see Chapter 10).

EXHIBIT 12-1: STATEMENT OF FAMILY OBLIGATIONS

24CFR 982.551

(a) Purpose. This section states the obligations of a participant family under the program.

(b) Supplying required information

- The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.(24 CFR 982.551(b)(1))
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.(24 CFR 982.551(b)(2))
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information. .(24 CFR 982.551(b)(3))
- Any information supplied by the family must be true and complete. (24 CFR 982.551(b)(4))

(c) HQS breach caused by family

- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest. (24 CFR 982.551(c))

  BPHA Policy

  Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.

(d) Allowing PHA inspection

- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.(24 CFR 982.551(d))

(e) Violation of lease

- The family must not commit any serious or repeated violation of the lease. (24 CFR 982.551(e))

  BPHA Policy

  BPHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict.

  Serious and repeated lease violations will include, but not limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated lease violations by the victim [24 CFR 5.2005(c)(1)].

Under 24 CFR 5.2005(c)(1), an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation by the victim or threatened victim of domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim.

(f) Family notice of move or lease termination

- The family must notify the PHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner. (24 CFR 982.551(f))

  <u>BPHA Policy</u>

  The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the PHA at the same time the owner is notified.

(g) Owner eviction notice

- The family must promptly give the PHA a copy of any owner eviction notice. (24 CFR 982.551(g))

(h) Use and occupancy of unit

- The family must use the assisted unit for residence by the family. The unit must be the family's only residence. (24 CFR 982.551(h)(1))
- The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit. No other person [i.e., nobody but members of the assisted family] may reside in the unit (except for a foster child or live-in aide as provided in paragraph (h)(4) of this section).(24 CFR 982.551(h)(2))

  <u>BPHA Policy</u>

  The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The PHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

- The family must promptly notify the PHA in writing if any family member no longer lives in the unit. (24 CFR 982.551(h)(3))
- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and

approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B). (24 CFR 982.551(h)(4))

- Members of the household may engage in legal profitmaking activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. (24 CFR 982.551(h)(5))
- The family must not sublease or let the unit. (24 CFR 982.551(h)(6))
- The family must not assign the lease or transfer the unit.(24 CFR 982.551(h)(7))

BPHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

(i) Absence from unit

- The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purpose of family absences. The family must cooperate with the PHA for this purpose. (24 CFR 982.551(i))
- The family must promptly notify the PHA when the family is absent from the unit. (24 CFR 982.551(i))

BPHA Policy

Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to the PHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].

(j) Interest in unit

- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space). (24 CFR 982.551(j))

(k) Fraud and other program violation

- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (24 CFR 982.551(k))

See Chapter 14, Program Integrity, for additional information.

(l) Crime by household members

- The members of the household must not engage in drug-related criminal activity or violent criminal activity; or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and PHA policies related to drug-related and violent criminal activity. (24 CFR 982.551(l))

Under 24 CFR 5.2005(c)(2), criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the tenant or immediate family member of the tenant is the victim.

(m) Alcohol abuse by household members

- The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. (24 CFR 982.551(m))

See Chapter 12 for a discussion of HUD and PHA policies related to alcohol abuse.

(n) Other housing assistance

- An assisted family, or members of the family, must not receive HCV program assistance (Section 8 tenant-based assistance) while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program. (24 CFR 982.551(n))
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

Chapter 13

OWNERS

INTRODUCTION

Owners play a major role in the HCV program by supplying decent, safe, and sanitary housing for participating families.

The term "owner" refers to any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program [24 CFR 982.4(b)]. The term "owner" includes a principal or other interested party [24 CFR 982.453; 24 CFR 982.306(f)], such as a designated agent of the owner.

Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations.

The chapter is organized in two parts:

> Part I: Owners in the HCV Program. This part discusses the role of an owner in the PHA's HCV program and highlights key owner rights and responsibilities.
>
> Part II: HAP Contracts. This part explains provisions of the HAP contract and the relationship between the PHA and the owner as expressed in the HAP contract.

For detailed information about HCV program responsibilities and processes, including PHA policies in key areas, owners will need to refer to several other chapters in this plan. Where appropriate, Chapter 13 will reference the other chapters.

PART I. OWNERS IN THE HCV PROGRAM

13-I.A. OWNER RECRUITMENT AND RETENTION [HCV GB, pp. 2-4 to 2-6]

Recruitment

PHAs are responsible for ensuring that very low income families have access to all types and ranges of affordable housing in the PHA's jurisdiction, particularly housing outside areas of poverty or minority concentration. A critical element in fulfilling this responsibility is for the PHA to ensure that a sufficient number of owners, representing all types and ranges of affordable housing in the PHA's jurisdiction, are willing to participate in the HCV program.

To accomplish this objective, PHAs must identify and recruit new owners to participate in the program.

> BPHA Policy
>
> BPHA will conduct owner outreach to ensure that owners are familiar with the program and its advantages. BPHA will actively recruit property

owners with properties located outside areas of poverty and minority concentration.

These outreach strategies will include:

Distributing printed material about the program to property owners and managers by mail or through social media

Contacting property owners and managers by phone or in-person

Participating in community based organizations comprised of private property and apartment owners and managers

Developing working relationships with owners and real estate brokers associations

Outreach strategies will be monitored for effectiveness, and adapted accordingly.

Retention

In addition to recruiting owners to participate in the HCV program, the PHA must also provide the kind of customer service that will encourage participating owners to remain active in the program.

<u>BPHA Policy</u>

All PHA activities that may affect an owner's ability to lease a unit will be processed as rapidly as possible, in order to minimize vacancy losses for owners.

BPHA will provide owners with a handbook that explains the program, including HUD and PHA policies and procedures, in easy-to-understand language.

BPHA will give special attention to helping new owners succeed through activities such as:

Providing the owner with a designated BPHA contact person.

Coordinating inspection and leasing activities between BPHA, the owner, and the family.

Providing other written information about how the program operates, including answers to frequently asked questions.

Additional services may be undertaken on an as-needed basis, and as resources permit.

13-I.B. BASIC HCV PROGRAM REQUIREMENTS

HUD requires the PHA to assist families in their housing search by providing the family with a list of landlords or other parties known to the PHA who may be willing to lease a unit to the family, or to help the family find a unit. Although the PHA cannot maintain a list of owners that are pre-qualified to participate in the program, owners may indicate to the PHA their willingness to lease a unit to an eligible HCV family, or to help the HCV family find a unit [24 CFR982.301(b)(11)].

> BPHA Policy
>
> Owners that wish to indicate their willingness to lease a unit to an eligible HCV family or to help the HCV family find a unit must notify BPHA. BPHA maintains a list of interested landlords/list of units available and provides this listing to the HCV family as part of the briefing packet.

When a family approaches an owner to apply for tenancy, the owner is responsible for screening the family and deciding whether to lease to the family, just as the owner would with any potential unassisted tenant. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. See Chapters 3 and 9 for more detail on tenant family screening policies and process.

If the owner is willing, the family and the owner must jointly complete a Request for Tenancy Approval (RFTA, Form HUD 52517), which constitutes the family's request for assistance in the specified unit, and which documents the owner's willingness to lease to the family and to follow the program's requirements. When submitted to the PHA, this document is the first step in the process of obtaining approval for the family to receive the financial assistance it will need in order to occupy the unit. Also submitted with the RFTA is a copy of the owner's proposed dwelling lease, including the HUD-required Tenancy Addendum (Form HUD-52641-A). See Chapter 9 for more details on request for tenancy approval policies and process.

HUD regulations stipulate requirements for the approval of an assisted tenancy.

The owner must be qualified to participate in the program [24 CFR 982.306]. Some owners are precluded from participating in the program, or from renting to a particular family, either because of their past history with this or another federal housing program, or because of certain conflicts of interest. Owner qualifications are discussed later in this chapter.

The selected unit must be of a type that is eligible for the program [24 CFR 982.305(a)]. Certain types of dwelling units cannot be assisted under the HCV program. Other types may be assisted under certain conditions. See Chapter 9 for more detail on unit eligibility policies and process.

The selected unit must meet HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD [24 CFR 982.305(a)]. The PHA will inspect the owner's dwelling unit at least annually to ensure that the unit continues to meet HQS requirements. See Chapter 8 for a discussion of the HQS standards and policies for HQS inspections at initial lease-up and throughout the family's tenancy.

The PHA must determine that the proposed rent for the unit is reasonable [24 CFR 982.305(a)]. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See Chapter 8 for a discussion of requirements and policies on rent reasonableness, rent comparability and the rent reasonableness determination process.

At initial lease-up of a unit, if the gross rent exceeds the applicable payment standard, the PHA must ensure that the family share does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]. See Chapter 6 for a discussion of the calculation of family income, family share of rent and HAP.

The dwelling lease must comply with all program requirements [24 CFR 982.308]. Owners are encouraged to use their standard leases when renting to an assisted family. The HUD Tenancy Addendum includes the HUD requirements governing the tenancy and must be added word-for-word to the owner's lease. See Chapter 9 for a discussion of the dwelling lease and tenancy addendum, including lease terms and provisions.

The PHA and the owner must execute a Housing Assistance Payment (HAP) Contract (Form HUD-52641). The HAP contract format is prescribed by HUD. See Chapter 9 for a discussion of the HUD requirements for execution of the HAP contract.

13-I.C. OWNER RESPONSIBILITIES [24 CFR 982.452]

The basic owner responsibilities in the HCV program are outlined in the regulations as follows:

- Compliance with all of the owner's obligations under the Housing Assistance Payments (HAP) Contract and the lease;
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
- Maintaining the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance;
- Complying with equal opportunity requirements;
- Preparing and furnishing to the PHA information required under the HAP contract;
- Collecting the security deposit, the tenant rent, and any charges for unit damage by the family;
- Enforcing tenant obligations under the dwelling lease;

- Paying for utilities and services that are not the responsibility of the family as specified in the lease;

- Allow reasonable modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203];

- Complying with the Violence Against Women Reauthorization Act of 2013 (VAWA) when screening prospective HCV tenants or terminating the tenancy of an HCV family (see 24 CFR Part 5, Subpart L; 24 CFR 982.310(h)(4); and 24 CFR 982.452(b)(1))

13-I.D. OWNER QUALIFICATIONS

The PHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where the PHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)].

Owners Barred from Participation [24 CFR 982.306(a) and (b)]

The PHA must not approve the assisted tenancy if the PHA has been informed that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24. HUD may direct the PHA not to approve a tenancy request if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

Leasing to Relatives [24 CFR 982.306(d), HCV GB p. 11-2]

The PHA must not approve a tenancy if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. The PHA may make an exception as a reasonable accommodation for a family member with a disability. The owner is required to certify that no such relationship exists. This restriction applies at the time that the family receives assistance under the HCV program for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue, but any new leases or contracts for these families may not be approved.

Conflict of Interest [24 CFR 982.161; HCV GB p. 8-19]

The PHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the PHA (except a participant commissioner)

- Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs

- Any public official, member of a governing body, or state or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. The PHA must submit a waiver request to the appropriate HUD field office for determination.

Any waiver request submitted by the PHA must include the following [HCV Guidebook pp.11-2 and 11-3]:

- Complete statement of the facts of the case;
- Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;
- Analysis of and statement of consistency with state and local laws. The local HUD office, the PHA, or both parties may conduct this analysis. Where appropriate, an opinion by the state's Attorney General should be obtained;
- Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
- Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
- If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
- If the case involves a public official or member of the governing body, explanation of his/her duties under state or local law, including reference to any responsibilities involving the HCV program;
- If the case involves employment of a family member by the PHA or assistance under the HCV program for an eligible PHA employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
- If the case involves an investment on the part of a member, officer, or employee of the PHA, description of the nature of the investment, including disclosure/divestiture plans.

Where the PHA has requested a conflict of interest waiver, the PHA may not execute the HAP contract until HUD has made a decision on the waiver request.

> BPHA Policy
>
> In considering whether to request a conflict of interest waiver from HUD, BPHA will consider certain factors; such as consistency of the waiver with state and local laws, the existence of alternative housing available to families, the individual circumstances of a particular family, the specific duties of individuals whose positions present a possible conflict of interest,

the nature of any financial investment in the property and plans for disclosure/divestiture; and the possible appearance of impropriety.

Owner Actions That May Result in Disapproval of a Tenancy Request [24 CFR 982.306(c)]

HUD regulations permit the PHA, to disapprove a request for tenancy for various actions and inactions of the owner.

If the PHA disapproves a request for tenancy because an owner is not qualified, it may not terminate the HAP contract for any assisted families that are already living in the owner's properties unless the owner has violated the HAP contract for those units [HCV GB p. 11-4].

BPHA Policy

BPHA will refuse to approve a request for tenancy if BPHA becomes aware that any of the following are true:

- The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The owner has engaged in any drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (i)Threatens the right to peaceful enjoyment of the premises by other residents; (ii)Threatens the health or safety of other residents, of employees of BPHA, or of owner, employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;
- The owner has a history or practice of renting units that fail to meet state or local housing codes; or
- The owner has not paid state or local real estate taxes, fines, or assessment.

In considering whether to disapprove owners for any of the discretionary reasons listed above, the PHA will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others. Upon consideration of such circumstances, the PHA may, on a case-by-case basis, choose to approve an owner.

Legal Ownership of Unit

The following represents BPHA Policy on legal ownership of a dwelling unit to be assisted under the HCV program.

BPHA Policy

BPHA will only enter into a contractual relationship with the legal owner of a qualified unit. No tenancy will be approved without acceptable documentation of legal ownership.

. Acceptable proof of ownership is listed as follows:

- Deed of Trust/Grant Deed
- Proof of property taxes for most recent year

13-I.E. NON-DISCRIMINATION [HAP Contract – Form HUD-52641]

The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the HCV program and the HAP contract with the PHA.

The owner must cooperate with the PHA and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the HCV program and the HAP contract with the PHA.

See Chapter 2 for a more thorough discussion of Fair Housing and Equal Opportunity requirements in the HCV program.

PART II. HAP CONTRACTS

13-II.A. OVERVIEW

The HAP contract represents a written agreement between the PHA and the owner of the dwelling unit occupied by a HCV assisted family. The contract spells out the owner's responsibilities under the program, as well as the PHA's obligations. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of the family approved by the PHA to occupy the unit.

The HAP contract is used for all HCV program tenancies except for assistance under the Section 8 homeownership program, and assistance to families that own a manufactured home and use their assistance to lease the space for the manufactured home. See Chapter 15 for a discussion of any special housing types included in the PHA's HCV program.

When the PHA has determined that the unit meets program requirements and the tenancy is approvable, PHA and owner must execute the HAP contract. See Chapter 9 for a discussion of the leasing process, including provisions for execution of the HAP contract.

13-II.B. HAP CONTRACT CONTENTS

The HAP contract format is required by HUD, specifically Housing Assistance Payment (HAP) Contract, Form HUD-52641.

The HAP contract contains three parts.

Part A of the contract includes basic contract information, the names of the tenant and all household members, the address of the contract unit, start and end dates of initial lease term, the amount of initial monthly rent to owner, the amount of the initial housing assistance payment, the utilities and appliances to be supplied by owner and tenant, and the signatures of the PHA representative and owner [HCV Guidebook, pp 11-10 and 11-11].

In general, the HAP contract cannot be modified. However, PHAs do have the discretion to add language to Part A of the HAP contract which prohibits the owner from collecting a security deposit in excess of private market practices or in excess of amounts charged to unassisted tenants. PHA Policy on the amount of security deposit an owner may collect is found in Chapter 9.

PHAs also have the discretion to add language to Part A of the HAP contract that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner).

> <u>BPHA Policy</u>
>
> BPHA will not make any modifications to the HAP contract.

Part B is the body of the contract. It describes in detail program requirements affecting the owner and owner roles and responsibilities under the HCV program. Most of the requirements contained in Part B of the HAP contract are outlined elsewhere in this plan. Topics addressed in Part B include:

- Lease of Contract Unit
- Maintenance, Utilities, and Other Services
- Term of HAP Contract
- Provision and Payment of Utilities and Appliances
- Rent to Owner: Reasonable Rent
- PHA Payment to Owner
- Prohibition of Discrimination
- Owner's Breach of HAP Contract
- PHA and HUD Access to Premises and Owner's Records
- Exclusion of Third Party Rights
- Conflict of Interest
- Assignment of the HAP Contract
- Written Notices
- Entire Agreement Interpretation

Part C of the contract includes the Tenancy Addendum (Form HUD-52641-A). The addendum sets forth the tenancy requirements for the program and the composition of the household, as approved by the PHA. The tenant has the right to enforce the Tenancy Addendum against the owner. The terms of the Tenancy Addendum prevail over any other provisions of the lease.

13-II.C. HAP CONTRACT PAYMENTS

General

During the term of the HAP contract, and subject to the provisions of the HAP contract, the PHA must make monthly HAP payments to the owner on behalf of the family, at the beginning of each month. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.

The amount of the HAP payment is determined according to the policies described in Chapter 6, and is subject to change during the term of the HAP contract. The PHA must notify the owner and the family in writing of any changes in the HAP payment.

HAP payments can be made only during the lease term, and only while the family is residing in the unit.

The monthly HAP payment by the PHA is credited toward the monthly rent to owner under the family's lease. The total of the rent paid by the tenant and the HAP payment is equal to the rent to owner as specified in the lease.

The family is not responsible for payment of the HAP payment, and the PHA is not responsible for payment of the family share of rent.

The family's share of the rent cannot be more than the difference between the rent to owner and the HAP payment. The owner may not demand or accept any rent payment from the tenant in excess of this maximum [24 CFR 982.451(b)(4)]. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)]. See Chapter 9 for a discussion of separate, non-lease agreements for services, appliances and other items that are not included in the lease.

If the owner receives any excess

HAP from the PHA, the excess amount must be returned immediately. If the PHA determines that the owner is not entitled to all or a portion of the HAP, the PHA may deduct the amount of overpayment from any amounts due to the owner, including amounts due under any other Section 8 HCV contract. See Chapter 16 for additional details on owner reimbursement of HAP overpayments.

Owner Certification of Compliance

Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract [HAP Contract – Form HUD-52641].

By endorsing the monthly check from the PHA, the owner certifies to compliance with the terms of the HAP contract. This includes certification that the owner is maintaining the unit and premises in accordance with HQS; that the contract unit is leased to the tenant family and, to the best of the owner's knowledge, the family resides in the unit as the family's only residence; the rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises; and that the owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.

Late HAP Payments [24 CFR 982.451(a)(5)]

The PHA is responsible for making HAP payments promptly when due to the owner, in accordance with the terms of the HAP contract. After the first two calendar months of the HAP contract term, the HAP contract provides for late penalties if the PHA fails to make the HAP payment on time.

Penalties for late HAP payments can only be imposed if 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants; 2) it is the owner's normal business practice to charge late payment penalties for both assisted and unassisted families; and 3) the owner charges the assisted family for late payment of the family's share of the rent.

The PHA is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond the PHA's control. In addition, late payment penalties are not required if the PHA intentionally delays or denies payment as a remedy to an owner breach of the HAP contract [HCV Guidebook p. 11-7].

Termination of HAP Payments [24 CFR 982.311(b)]

The PHA must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated.

HAP payments terminate when the HAP contract terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the owner has initiated eviction proceedings against the family and the family continues to reside in the unit, the PHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

> BPHA Policy
>
> The owner must inform BPHA when the owner has initiated eviction proceedings against the family and the family continues to reside in the unit.
>
> The owner must inform BPHA when the owner has obtained a court judgment or other process allowing the owner to evict the tenant, and provide BPHA with a copy of such judgment or determination.
>
> After the owner has obtained a court judgment or other process allowing the owner to evict the tenant, BPHA will continue to make HAP payments to the owner until the family actually moves from the unit or until the family is physically evicted from the unit, whichever is earlier. The owner must inform BPHA of the date when the family actually moves from the unit or the family is physically evicted from the unit.

13-II.D. BREACH OF HAP CONTRACT [24 CFR 982.453]

Any of the following actions by the owner constitutes a breach of the HAP contract:

- If the owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with HQS
- If the owner has violated any obligation under any other HAP contract under Section 8
- If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulation for the applicable program; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan
- If the owner has engaged in drug-related criminal activity
- If the owner has committed any violent criminal activity

If the PHA determines that a breach of the HAP contract has occurred, it may exercise any of its rights and remedies under the HAP contract.

The PHA rights and remedies against the owner under the HAP contract include recovery of any HAP overpayment, suspension of housing assistance payments, abatement or reduction of the housing assistance payment, termination of the payment or termination of the HAP contract. The PHA may also obtain additional relief by judicial order or action.

The PHA must notify the owner of its determination and provide in writing the reasons for the determination. The notice may require the owner to take corrective action by an established deadline. The PHA must provide the owner with written notice of any reduction in housing assistance payments or the termination of the HAP contract.

BPHA Policy

Before BPHA invokes a remedy against an owner, BPHA will evaluate all information and documents available to determine if the contract has been breached.

If relevant, BPHA will conduct an audit of the owner's records pertaining to the tenancy or unit.

If it is determined that the owner has breached the contract, BPHA will consider all of the relevant factors including the seriousness of the breach, the effect on the family, the owner's record of compliance and the number and seriousness of any prior HAP contract violations.

13-II.E. HAP CONTRACT TERM AND TERMINATIONS

The term of the HAP contract runs concurrently with the term of the dwelling lease [24 CFR 982.451(a)(2)], beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

The HAP contract and the housing assistance payments made under the HAP contract terminate if [HCV Guidebook pp.11-4 and 11-5, pg. 15-3]:

- The owner or the family terminates the lease;
- The lease expires;
- The PHA terminates the HAP contract;
- The PHA terminates assistance for the family;
- The family moves from the assisted unit. In this situation, the owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit.
- 6 months have elapsed since the PHA made the last housing assistance payment to the owner;
- The family is absent from the unit for longer than the maximum period permitted by the PHA;

- The Annual Contributions Contract (ACC) between the PHA and HUD expires
- The PHA elects to terminate the HAP contract.

BPHA Policy

BPHA may elect to terminate the HAP contract in each of the following situations:

Available program funding is not sufficient to support continued assistance for families in the program [24 CFR 982.454];

The unit does not meet HQS size requirements due to change in family composition [24 CFR 982.403] – See Chapter 8;

The unit does not meet HQS [24 CFR 982.404] – See Chapter 8;

The family breaks up [HUD Form 52641] – See Chapter 3;

The owner breaches the HAP contract [24 CFR 982.453(b)] – see Section 13-II.D.

If the PHA terminates the HAP contract, the PHA must give the owner and the family written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, no further HAP payments may be made under that contract [HCV Guidebook pg.15-4].

BPHA Policy

In all cases, the HAP contract terminates at the end of the calendar month that follows the calendar month in which BPHA gives written notice to the owner. The owner is not entitled to any housing assistance payment after this period, and must return to BPHA any housing assistance payment received after this period.

If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the HAP contract for the assisted unit terminates. A new HAP contract would be required [HCV GB, p. 11-17].

When the family moves from an assisted unit into a new unit, the term of the HAP contract for the new unit may begin in the same month in which the family moves out of its old unit. This is not considered a duplicative subsidy [HCV GB, p. 8-22].

13-II.F. CHANGE IN OWNERSHIP / ASSIGNMENT OF THE HAP CONTRACT [HUD-52641]

The HAP contract cannot be assigned to a new owner without the prior written consent of the PHA.

An owner under a HAP contract must notify the PHA in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by the PHA.

Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that the PHA finds acceptable. The new owner must provide the PHA with a copy of the executed agreement.

BPHA Policy

Assignment of the HAP contract will be approved only if the new owner is qualified to become an owner under the HCV program according to the policies in Section 13-I.D. of this chapter.

BPHA must receive a signed, written request from the existing owner stating the name and address of the new HAP payee and the effective date of the assignment in order to change the HAP payee under an outstanding HAP contract.

Within 10 business days of receiving the owner's request, BPHA will inform the current owner in writing whether the assignment may take place.

The new owner must provide a written certification to BPHA that includes:

- A copy of the escrow statement or other document showing the transfer of title and recorded deed;
- A copy of the owner's IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the social security number of the new owner;
- The effective date of the HAP contract assignment;
- A written agreement to comply with the terms of the HAP contract; and
- A certification that the new owner is not a prohibited relative.

If the new owner does not agree to an assignment of the existing HAP contract, or fails to provide the necessary documents, the PHA will terminate the HAP contract. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, the PHA will process the leasing in accordance with the policies in Chapter 9.

13-II.G. FORECLOSURE [HUD-52641 and Notice PIH 2010-49]

Families receiving HCV assistance are entitled to certain protections set forth under the Protecting Tenants at Foreclosure Act (PTFA). Specifically, the HAP contract now contains language stating that in the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure will assume such interest subject to the lease between the prior owner and the tenant, and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision of the HAP contract does not affect any state or local law that provides longer time periods or other additional protections for tenants.

If the PHA learns that a property is in foreclosure, it must take the following actions:

- Make all reasonable efforts to determine the status of the foreclosure and ownership of the property. (Further guidance on how to obtain this information can be found in Notice PIH 2010-49.)

- Continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract.

- Attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. The written agreement should include a request for owner information, such as a tax identification number and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is still effective by operation of law.

- Inform the tenant that they must continue to pay rent in accordance with the lease, and if the successor in interest refuses to accept payment or cannot be identified, the tenant should pay rent into escrow. Failure to pay rent may constitute an independent ground for eviction.

- Inform the tenant in the event that the PHA is unable to make HAP payments to the successor in interest due an action or inaction by the successor that prevents such payments (e.g., rejection of payments or failure to maintain the property according to HQS), or due to an inability to identify the successor. The PHA should also refer the tenant, as needed, to the local legal aid office in order to ensure adequate protection of the tenant's rights and enforcement of the successor in interest's performance under the HAP contract.

- Make reasonable inquiries to determine whether the unit, in addition to having a tenant receiving HCV assistance, will be or has been assisted under the Neighborhood Stabilization Program (NSP). For further guidance on cases where the units have been assisted under the NSP, see Notice PIH 2010-49.

PHAs are also required to notify HCV applicants who have been issued a voucher, participant heads of household, and current and prospective owners of HCV-assisted housing of the protections afforded to tenants under the PTFA.

BPHA Policy

BPHA will provide all HCV applicants that have been issued a voucher with information regarding the Protecting Tenants at Foreclosure Act (PTFA) at admission (see Section 5-I.B) .

BPHA will provide information regarding the PTFA to prospective owners when they begin their participation in the HCV program and to current HCV owners one time with the monthly HAP.

Note that the foreclosure provision of the HAP contract and additional tenant protections under the Protecting Tenants at Foreclosure Act will sunset December 31, 2014.

See Section 12-III.B for discussion of foreclosure as it pertains to owner termination of tenancy.

Chapter 14

PROGRAM INTEGRITY

INTRODUCTION

The PHA is committed to ensuring that subsidy funds made available to the PHA are spent in accordance with HUD requirements.

This chapter covers HUD and PHA policies designed to prevent, detect, investigate and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

> Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents PHA policies related to preventing, detecting, and investigating errors and program abuse.
>
> Part II: Corrective Measures and Penalties. This part describes the corrective measures the PHA must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

14-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

HUD created the Enterprise Income Verification (EIV) system to provide PHAs with a powerful tool for preventing errors and program abuse. PHAs are required to use the EIV system in its entirety in accordance with HUD administrative guidance [24 CFR 5.233]. PHAs are further required to:

- Provide applicants and participants with form HUD-52675, “Debts Owed to PHAs and Terminations”
- Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file

> BPHA Policy
>
> BPHA anticipates that the vast majority of families, owners, and PHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.

To ensure that the PHA’s HCV program is administered effectively and according to the highest ethical and legal standards, the PHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

The PHA will discuss program compliance and integrity issues during the voucher briefing sessions described in Chapter 5.

The PHA will provide each applicant and participant with a copy of "Is Fraud Worth It?" (Form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse.

The PHA is required to provide each applicant and participant with a copy of "What You Should Know About EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19. Effective April 26, 2010, applicants and tenants age 18+ are required to sign the form, one time only. In addition, the PHA will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file.

The PHA will place a warning statement about the penalties for fraud (as described in the 18 U.S.C. 1001 and 1010 (False Statement Act, U.S.C. 1001 and 1010)) on key PHA forms and form letters that request information from a family or owner.

PHA staff will be required to review and explain the contents of all HUD- and PHA-required forms prior to requesting family member signatures.

At every regular reexamination, PHA staff will explain any changes in HUD regulations or PHA Policy that affect program participants.

The PHA will require first-time owners (or their agents) to participate in a briefing session on HAP contract requirements.

The PHA will provide owners with ongoing information about the program, with an emphasis on actions and situations to avoid.

The PHA will provide each PHA employee with the necessary training on program rules and the organization's standards of conduct and ethics.

For purposes of this chapter the term *error* refers to an unintentional error or omission. P*rogram abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

14-I.B. DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, the PHA will use a variety of activities to detect errors and program abuse.

Quality Control and Analysis of Data

Under the Section 8 Management Assessment Program (SEMAP), HUD requires the PHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance [24 CFR, Part 985]. (See Chapter 16 for additional information about SEMAP requirements).

> BPHA Policy
>
> In addition to the SEMAP quality control requirements, BPHA will employ a variety of methods to detect errors and program abuse.

BPHA routinely will use HUD and other non-HUD sources of up-front income verification. This includes The Work Number and any other private or public databases available to BPHA.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

BPHA will compare family-reported income and expenditures to detect possible unreported income.

Independent Audits and HUD Monitoring

OMB Circular A-133 requires all PHAs that expend $500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

BPHA Policy

BPHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of BPHA's error detection and abuse prevention efforts.

Individual Reporting of Possible Errors and Program Abuse

BPHA Policy

BPHA will encourage staff, program participants, and the public to report possible program abuse.

14-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

When the PHA Will Investigate

BPHA Policy

BPHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for BPHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

BPHA will investigate when inconsistent or contradictory information is detected through file reviews and the verification process.

Consent to Release of Information [24 CFR 982.516]

The PHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, the PHA will require HCV families to sign consent forms for the release of additional information.

Analysis and Findings

BPHA Policy

BPHA will base its evaluation on a preponderance of the evidence collected during its investigation.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

For each investigation BPHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed to BPHA, and (3) what corrective measures or penalties will be assessed.

Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether the PHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

BPHA Policy

In the case of family-caused errors or program abuse, BPHA will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member, (4) the effects of a particular remedy on family members who were not involved in the offense.

In the case of owner-caused errors or program abuse, BPHA will take into consideration (1) the seriousness of the offense, (2) the length of time since the violation has occurred, and (3) the effects of a particular remedy on family members who were not involved in the offense.

Notice and Appeals

BPHA Policy

BPHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include (1) a description of the error or program abuse, (2) the basis on which BPHA determined the error or program abuses, (3) the remedies to be employed, and (4) the family's right to appeal the results through the informal review or hearing process, if applicable (see Chapter 16).

PART II: CORRECTIVE MEASURES AND PENALTIES

14-II.A. SUBSIDY UNDER OR OVERPAYMENTS

A subsidy under- or overpayment includes (1) an incorrect housing assistance payment to the owner, (2) an incorrect family share established for the family, and (3) an incorrect utility reimbursement to a family.

Corrections

Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, the PHA must promptly correct the HAP, family share, and any utility reimbursement prospectively.

> BPHA Policy
>
> Increases in the family share will be implemented only on the first of the month following a written 30-day notice.
>
> Any decreases in family share will become effective the first of the month following the discovery of the error.

Reimbursement

Whether the family or owner is required to reimburse the PHA or the PHA is required to make retroactive subsidy payments to the owner or family depends upon which party is responsible for the incorrect subsidy payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

14-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

Family obligations and general administrative requirements for participating in the program are discussed throughout this plan. This section deals specifically with errors and program abuse by family members.

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the PHA to use incorrect information provided by a third party.

Family Reimbursement to PHA [HCV GB pp. 22-12 to 22-13]

> BPHA Policy
>
> In the case of family-caused errors or program abuse, the family will be required to repay any excess subsidy received. BPHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, BPHA will terminate the family's assistance in accordance with the policies in Chapter 12.

PHA Reimbursement to Family [HCV GB p. 22-12]

BPHA Policy

BPHA will not reimburse the family for any underpayment of assistance when the underpayment clearly is caused by the family.

Prohibited Actions

An applicant or participant in the HCV program must not knowingly:

- Make a false statement to the PHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)].

BPHA Policy

Any of the following will be considered evidence of family program abuse:

Payment to the owner in excess of amounts authorized by BPHA for rent, security deposit, and additional services

Offering bribes or illegal gratuities to the Housing Authority Board members, employees, contractors, or other PHA representatives

Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to BPHA on the family's behalf

Use of a false name or the use of falsified, forged, or altered documents

Intentional misreporting of family information or circumstances (e.g. income, family composition)

Omitted facts that were obviously known by a family member (e.g., not reporting employment income)

Admission of program abuse by an adult family member

The PHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

Penalties for Program Abuse

In the case of program abuse caused by a family the PHA may, at its discretion, impose any of the following remedies.

- The PHA may require the family to repay excess subsidy amounts paid by the PHA, as described earlier in this section.
- The PHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 12 (for participants).
- The PHA may deny or terminate the family's assistance following the policies set forth in Chapter 3 and Chapter 12 respectively.

- The PHA may refer the family for state or federal criminal prosecution as described in Section 14-II.E.

14-II.C. OWNER-CAUSED ERROR OR PROGRAM ABUSE

Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., HQS compliance, fair housing) are addressed in the appropriate chapters of this plan. This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family). It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

Owner Reimbursement to the PHA

In all cases of overpayment of subsidy caused by the owner, the owner must repay to the PHA any excess subsidy received. The PHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, the PHA may allow the owner to pay in installments over a period of time [HCV GB p. 22-13].

> BPHA Policy
>
> In cases where the owner has received excess subsidy, BPHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

Prohibited Owner Actions

An owner participating in the HCV program must not:

- Make any false statement to the PHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)] including:

> BPHA Policy
>
> Any of the following will be considered evidence of owner program abuse:
>
> > Charging the family rent above or below the amount specified by BPHA
> >
> > Charging the family for services that are provided to unassisted tenants at no extra charge
> >
> > Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit
> >
> > Knowingly accepting incorrect or excess housing assistance payments

Offering bribes or illegal gratuities to the Housing Authority Board members, employees, contractors, or other BPHA representative

Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to BPHA

Residing in the unit with an assisted family

Remedies and Penalties

When the PHA determines that the owner has committed program abuse, the PHA may take any of the following actions:

- Require the owner to repay excess housing assistance payments, as discussed earlier in this section and in accordance with the policies in Chapter 16.
- Terminate the HAP contract (see Chapter 13).
- Bar the owner from future participation in any PHA programs.
- Refer the case to state or federal officials for criminal prosecution as described in Section 14-II.E.

14-II.D. PHA-CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct may be provided in the PHA personnel policy.

PHA-caused incorrect subsidy determinations include (1) failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, (2) assigning the incorrect voucher size to a family, and (3) errors in calculation.

Repayment to the PHA

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by PHA staff [HCV GB. 22-12].

PHA Reimbursement to Family or Owner

The PHA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse. Funds for this reimbursement must come from the PHA's administrative fee reserves [HCV GB p. 22-12].

Prohibited Activities

BPHA Policy

Any of the following will be considered evidence of program abuse by BPHA staff:

Failing to comply with any HCV program requirements for personal gain

Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner

Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to BPHA

Disclosing confidential or proprietary information to outside parties

Gaining profit as a result of insider knowledge of PHA activities, policies, or practices

Misappropriating or misusing HCV funds

Destroying, concealing, removing, or inappropriately using any records related to the HCV program

Committing any other corrupt or criminal act in connection with any federal housing program

14-II.E. CRIMINAL PROSECUTION

BPHA Policy

When BPHA determines that program abuse by an owner, family, or BPHA staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, BPHA will refer the matter to the appropriate entity for prosecution. When the amount of overpaid assistance meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

14-II.F. FRAUD AND PROGRAM ABUSE RECOVERIES

The PHA may retain a portion of program fraud losses that the PHA recovers from a family or owner through litigation, court order, or a repayment agreement [24 CFR 982.163].

The PHA must be the principal party initiating or sustaining the action to recover amounts due from tenants that are due as a result of fraud and abuse. 24 CFR 792.202 permits the PHA to retain the greater of:

- 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
- Reasonable and necessary costs that the PHA incurs related to the collection including costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing in accordance with requirements in 24 CFR 982.555.

If HUD incurs costs on behalf of the PHA related to the collection, these costs must be deducted from the amount retained by the PHA.

Chapter 15

SPECIAL HOUSING TYPES

[24 CFR 982 Subpart M]

INTRODUCTION

The PHA may permit a family to use any of the special housing types discussed in this chapter. However, the PHA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that PHAs must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. The PHA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types.

BPHA Policy

Families will not be permitted to use any special housing types, unless use is needed as a reasonable accommodation so that the program is readily accessible to a person with disabilities.

Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, cooperative housing, manufactured homes where the family owns the home and leases the space, and homeownership [24 CFR 982.601].

This chapter consists of the following seven parts. Each part contains a description of the housing type and any special requirements associated with it. Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

Part I: Single Room Occupancy

Part II: Congregate Housing

Part III: Group Homes

Part IV: Shared Housing

Part V: Cooperative Housing

Part VI: Manufactured Homes (including manufactured home space rental)

Part VII: Homeownership

PART I. SINGLE ROOM OCCUPANCY

[24 CFR 982.602 through 982.605]

15-I.A. OVERVIEW

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances.

When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

15-I.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for SRO housing is 75 percent of the zero-bedroom payment standard amount on the PHA's payment standard schedule.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero-bedroom utility allowance.

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

15-I.C. HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 8 apply to SRO housing except as modified below.

- *Access*: Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.

- *Fire Safety*: All SRO facilities must have a sprinkler system that protects major spaces. "Major spaces" are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law.

Sanitary facilities and space and security standards must meet local code requirements for SRO housing. In the absence of local code standards the requirements discussed below apply [24 CFR 982.605].

- *Sanitary Facilities*: At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway, and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.
- *Space and Security*: An SRO unit must contain at least 110 square feet of floor space, and at least four square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.

Because no children live in SRO housing, the housing quality standards applicable to lead-based paint do not apply.

PART II. CONGREGATE HOUSING

[24 CFR 982.606 through 982.609]

15-II.A. OVERVIEW

Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by the PHA, a family member or live-in aide may reside with the elderly person or person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

15-II.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area. If there is only one room in the unit (not including the bathroom or the kitchen, if a kitchen is provided), the PHA must use the payment standard for a zero-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), the PHA must use the one-bedroom payment standard.

The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP.

The gross rent for the unit for the purpose of calculating HCV assistance is the shelter portion (including utilities) of the resident's monthly housing expense only. The residents' costs for food service should not be included in the rent for a congregate housing unit.

15-II.C. HOUSING QUALITY STANDARDS

HQS requirements as described in Chapter 8 apply to congregate housing except for the requirements stated below:

- Congregate housing must have (1) a refrigerator of appropriate size in the private living area of each resident; (2) a central kitchen and dining facilities located within the premises and accessible to the residents, and (3) food service for the residents, that is not provided by the residents themselves.
- The housing quality standards applicable to lead-based paint do not apply.

PART III. GROUP HOME

[24 CFR 982.610 through 982.614 and HCV GB p. 7-4]

15-III.A. OVERVIEW

A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

If approved by the PHA, a live-in aide may live in the group home with a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

15-III.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

Unless there is a live-in aide, the family unit size for an assisted occupant of a group home must be zero- or one-bedroom, depending on the PHA's subsidy standard. If there is a live-in aide, the aide must be counted in determining the household's unit size.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the group home size. The prorata share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home.

The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted occupant in a group home is the prorata share of the utility allowance for the group home.

The rents paid for participants residing in group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the prorata portion of the reasonable rent for the group home. In determining reasonable rent, the PHA should consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.

15-III.C. HOUSING QUALITY STANDARDS

HQS requirements described in Chapter 8 apply to group homes except for the requirements stated below.

- *Sanitary Facilities*: A group home must have at least one bathroom in the facility, with a flush toilet that can be used in privacy, a fixed basin with hot and cold running water, and a shower or bathtub with hot and cold running water. A group home may contain private or common bathrooms. However, no more than four residents can be required to share a bathroom.

- *Food Preparation and Service*: Group home units must contain a kitchen and dining area with adequate space to store, prepare, and serve food. The facilities for food preparation and service may be private or may be shared by the residents. The kitchen must contain a range, an oven, a refrigerator, and a sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.

- *Space and Security*: Group homes must contain at least one bedroom of appropriate size for every two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

- *Structure and Material*: To avoid any threat to the health and safety of the residents, group homes must be structurally sound. Elevators must be in good condition. Group homes must be accessible to and usable by residents with disabilities.

- *Site and Neighborhood*: Group homes must be located in a residential setting. The site and neighborhood should be reasonably free from hazards to the health, safety, and general welfare of the residents, and should not be subject to serious adverse conditions, such as:
    - Dangerous walks or steps
    - Instability
    - Flooding, poor drainage
    - Septic tank back-ups
    - Sewage hazards
    - Mud slides
    - Abnormal air pollution
    - Smoke or dust
    - Excessive noise
    - Vibrations or vehicular traffic
    - Excessive accumulations of trash
    - Vermin or rodent infestation, and
    - Fire hazards.

The housing quality standards applicable to lead-based paint do not apply.

PART IV. SHARED HOUSING
[24 CFR 982.615 through 982.618]

15-IV.A. OVERVIEW

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard for a family in shared housing is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the shared housing unit size.

The prorata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number of bedrooms in the unit.

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP. The utility allowance for an assisted family living in shared housing is the prorata share of the utility allowance for the shared housing unit.

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro-rata portion of the reasonable rent for the shared unit. In determining reasonable rent, the PHA should consider whether sanitary and food preparation areas are private or shared.

15-IV.C. HOUSING QUALITY STANDARDS

The PHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.

HQS requirements described in Chapter 8 apply to shared housing except for the requirements stated below.

- *Facilities Available for the Family*: Facilities available to the assisted family, whether shared or private, must include a living room, a bathroom, and food preparation and refuse disposal facilities.
- *Space and Security*: The entire unit must provide adequate space and security for all assisted and unassisted residents. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family must not be less than the family unit size. A zero-bedroom or one-bedroom unit may not be used for shared housing.

PART V. COOPERATIVE HOUSING
[24 CFR 982.619]

15-V.A. OVERVIEW

This part applies to rental assistance for a cooperative member residing in cooperative housing. It does not apply to assistance for a cooperative member who has purchased membership under the HCV homeownership option, or to rental assistance for a family that leases a cooperative housing unit from a cooperative member.

A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged "rent" a cooperative member is charged a "carrying charge."

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used.

15-V.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard and utility allowance are determined according to regular HCV program requirements.

The HAP for a cooperative housing unit is the lower of the payment standard minus the TTP or the monthly carrying charge for the unit, plus any utility allowance, minus the TTP. The monthly carrying charge includes the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

15-V.C. HOUSING QUALITY STANDARDS

All standard HQS requirements apply to cooperative housing units. There are no additional HQS requirements.

PART VI. MANUFACTURED HOMES

[24 CFR 982.620 through 982.624]

15-VI.A. OVERVIEW

A manufactured home is a manufactured structure, transportable in one or more parts that is built on a permanent chassis, and designed for use as a principal place of residence. HCV-assisted families may occupy manufactured homes in two different ways.

(1) A family can choose to rent a manufactured home already installed on a space and the PHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below.

(2) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space. PHAs may, but are not required to, provide assistance for such families.

15-VI.B. SPECIAL POLICIES FOR MANUFACTURED HOME OWNERS WHO LEASE A SPACE

Family Income

In determining the annual income of families leasing manufactured home spaces, the value of the family's equity in the manufactured home in which the family resides is not counted as a family asset.

Lease and HAP Contract

There is a separate Tenancy Addendum (Form 52642-a) and separate HAP Contract (Form 52642) for this special housing type.

15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

Payment Standards

The FMR for a manufactured home space is generally 40 percent of the published FMR for a two-bedroom unit or, where approved by HUD, the 40th percentile of the rental distribution of manufactured home spaces for the FMR area. The PHA may establish a payment standard for manufactured home spaces that is between 90-110 percent of the FMR for manufactured home spaces.

Utility Allowance

The PHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured home space must not include the costs of digging a well or installing a septic system.

Space Rent

The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, and the utility allowance for tenant-paid utilities.

Housing Assistance Payment

The HAP for a manufactured home space under the housing choice voucher program is the lower of the payment standard minus the TTP or the (gross) manufactured home space rent minus the TTP.

Rent Reasonableness

Initially, and annually thereafter the PHA must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. The PHA must consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly HAP check, the owner certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the manufactured home park or elsewhere.

15-VI.D. HOUSING QUALITY STANDARDS

Under either type of occupancy described in 15-VI.A above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Chapter 8 of this plan. In addition, the following requirement applies:

Manufactured Home Tie-Down

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. The home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist overturning and sliding.

PART VII. HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

15-VII.A. OVERVIEW [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the HCV program. The PHA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

There are two forms of homeownership assistance a PHA may offer under this option: monthly homeownership assistance payments, or a single down payment assistance grant. PHAs may choose to offer either or both forms of homeownership assistance, or choose not to offer either. If a PHA offers both forms of assistance, a family must choose which form of assistance to receive.

The PHA must offer either form of homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of the PHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. The PHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The PHA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where the PHA has otherwise opted not to implement a homeownership program.

The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]

The family must meet all of the requirements listed below before the commencement of homeownership assistance. The PHA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program
- The family must qualify as a first-time homeowner, or may be a cooperative member
- The family must meet the federal minimum income requirement. The family must have a gross annual income equal to the federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. The PHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not the PHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the PHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option

- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home

- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c)

15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]

Unless otherwise provided (under the homeownership option), the PHA may limit homeownership assistance to families or purposes defined by the PHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in the PHA administrative plan.

If the PHA limits the number of families that may participate in the homeownership option, the PHA must establish a system by which to select families to participate.

15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]

In order for a unit to be eligible, the PHA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD's "eligible housing" requirements. The unit may not be any of the following:
  - A public housing or Indian housing unit;
  - A unit receiving Section 8 project-based assistance;
  - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
  - A college or other school dormitory;
  - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be under construction or already exist at the time the family enters into the contract of sale.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by the PHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).

- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.
- For PHA-owned units all of the following conditions must be satisfied:
  - The PHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
  - The unit is not ineligible housing;
  - The PHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PHA provided financing. All of these actions must be completed in accordance with program requirements.

The PHA must not approve the unit if the PHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

15-VII.E. ADDITIONAL PHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. The PHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by the PHA, the PHA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher.

15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the PHA. HUD suggests the following topics for the PHA-required pre-assistance counseling:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;

- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The PHA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

The PHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If the PHA offers a program of ongoing counseling for participants in the homeownership option, the PHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If the PHA does not use a HUD-approved housing counseling agency to provide the counseling, the PHA should ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER [24 CFR 982.631]

Home Inspections

The PHA may not commence monthly homeownership assistance payments or provide down payment assistance grants for a family until the PHA has inspected the unit and has determined that the unit passes HQS.

An independent professional inspector selected by and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The PHA may not require the family to use an independent inspector selected by the PHA. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. However, the PHA may establish standards for qualification of inspectors selected by families under the homeownership option.

The PHA may disapprove a unit for assistance based on information in the independent inspector's report, even if the unit was found to comply with HQS.

Contract of Sale

Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the PHA a copy of the contract of sale. The contract of sale must:

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR Part 24.

Disapproval of a Seller

In its administrative discretion, the PHA may deny approval of a seller for the same reasons a PHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

15-VII.H. FINANCING [24 CFR 982.632]

The PHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. The PHA must establish policies describing these requirements in the administrative plan.

A PHA may not require that families acquire financing from one or more specified lenders, thereby restricting the family's ability to secure favorable financing terms.

15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to the PHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify the PHA before moving out of the home.
- The family must notify the PHA if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).

15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described elsewhere in this plan for the Housing Choice Voucher program. The payment standard for a family is the greater of (i)The payment standard as determined at the commencement of homeownership assistance for occupancy of the home, or (ii)The payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The PHA may pay the homeownership assistance payments directly to the family, or at the PHA's discretion, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, a PHA may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

The PHA must adopt policies for determining the amount of homeownership expenses to be allowed by the PHA in accordance with HUD requirements.

Homeownership expenses (not including cooperatives) only include amounts allowed by the PHA to cover:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home;
- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by

the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;

- Land lease payments where a family does not own fee title to the real property on which the home is located [see 24 CFR 982.628(b)];
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home; and
- Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and PHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The receiving PHA may absorb the family into its voucher program, or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The PHA may deny permission to move to a new unit with continued voucher assistance:

- If the PHA has insufficient funding to provide continued assistance.
- In accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with the PHA's policy regarding number of moves within a 12-month period.

The PHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]

At any time, the PHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

The PHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy.

The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes the PHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to the PHA. This part describes policies for recovery of monies that the PHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the PHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect a PHA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

Part VII: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level. This part describes the PHA's responsibilities for reporting, data collection, and record keeping relative to children with environmental intervention blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes the PHA's policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.

Part IX: Violence Against Women Act (VAWA): Notification, Documentation, and Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families and owners about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault and stalking; and maintaining the confidentiality of information obtained from victims.

PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

The PHA will maintain administrative fee reserves, or unrestricted net assets (UNA) for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a PHA fiscal year. HUD appropriations acts beginning with FFY 2004 have specified that administrative fee funding may be used only for activities related to the provision of HCV assistance, including related development activities. Notice PIH 2012-9 cites two examples of related development activities: unit modification for accessibility purposes and development of project-based voucher units. The notice makes clear that other activities may also qualify as related development activities. Administrative fees that remain in the UNA account from funding provided prior to 2004 may be used for “other housing purposes permitted by State and local law”, in accordance with 24 CFR 982.155(b)(1).

If the PHA has not adequately administered its HCV program, HUD may prohibit use of funds in the UNA Account and may direct the PHA to use funds in that account to improve administration of the program, for HCV HAP expenses, or to reimburse ineligible expenses in accordance with the regulation at 24 CFR 982.155(b)(3).

HUD requires the Housing Authority Board or other authorized officials to establish the maximum amount that may be charged against the UNA Account without specific approval.

BPHA Policy

Expenditures from the UNA account will be made in accordance with all applicable federal requirements. Expenditures will not exceed $10,000 per occurrence without the prior approval of the Housing Authority Board.

PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

16-II.A. OVERVIEW

Although many of the program’s requirements are established centrally by HUD, the HCV program’s regulations recognize that some flexibility is required to allow the PHA to adapt the program to local conditions. This part discusses how the PHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- *Payment Standards*, which dictate the maximum subsidy a family can receive (application of the payment standards is discussed in Chapter 6); and

- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

  BPHA Policy

  Copies of the payment standard and utility allowance schedules are available for review in BPHA's offices during normal business hours.

  Families, owners, and members of the public may submit written comments on the schedules discussed in this part, at any time, for consideration during the next revision cycle.

  BPHA will maintain documentation to support its annual review of payment standards and utility allowance schedules. This documentation will be retained for at least 3 years.

Establishing and updating the PHA passbook rate, which is used to calculate imputed income from assets, is covered in Chapter 6 (see Section 6-1.G).

16-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The payment standard sets the maximum subsidy payment a family can receive from the PHA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.

The PHA must establish a payment standard schedule that establishes payment standard amounts for each FMR area within the PHA's jurisdiction, and for each unit size within each of the FMR areas. For each unit size, the PHA may establish a single payment standard amount for the whole FMR area, or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, the PHA is required to establish a payment standard within a "basic range" established by HUD – between 90 and 110 percent of the published FMR for each unit size.

Updating Payment Standards

When HUD updates its FMRs, the PHA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require the PHA to make further adjustments if it determines that rent burdens for assisted families in the PHA's jurisdiction are unacceptably high [24 CFR 982.503(g)].

> BPHA Policy
>
> BPHA will review the appropriateness of the payment standards on an annual basis when the new FMR is published, and at other times as determined necessary. In addition to ensuring the payment standards are always within the "basic range", BPHA will consider the following factors

when determining whether an adjustment should be made to the payment standard schedule:

Funding Availability: BPHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. BPHA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly adjusted income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of adjusted monthly income as the family share, BPHA will consider increasing the payment standard. In evaluating rent burdens, BPHA will not include families renting a larger unit than their family unit size.

Quality of Units Selected: BPHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.

Changes in Rent to Owner: BPHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

Unit Availability: BPHA will review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

Lease-up Time and Success Rate: BPHA will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

Changes to payment standard amounts will be effective on December 1st of every year unless, based on the proposed FMRs, it appears that one or more of the PHA's current payment standard amounts will be outside the basic range when the final FMRs are published. In that case, the PHAs payment standards will be effective October 1st instead of December 1st.

If the PHA has already processed reexaminations that will be effective on or after October 1st, the PHA will make retroactive adjustments to any such reexaminations if the new payment standard amount is higher than the one used by the PHA at the time the reexamination was originally processed.

Exception Payment Standards [982.503(c)]

The PHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Unit-by-Unit Exceptions [24 CFR 982.503(c)(2)(ii), 24 CFR 982.505(d), Notice PIH 2010-26]

Unit-by-unit exceptions to the PHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. This type of exception does not affect the PHA's payment standard schedule. See Chapter 2 for a discussion of reasonable accommodations.

When needed as a reasonable accommodation, the PHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 110 percent of the applicable FMR for the unit size [HCV GB 7-9]. The PHA may request HUD approval for an exception to the payment standard for a particular family if the required amount falls between 110 and 120 percent of the FMR.

> BPHA Policy
>
> A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception. In order to approve an exception, or request an exception from HUD, BPHA must determine that:
>
> - There is a shortage of affordable units that would be appropriate for the family;
> - The family's TTP would otherwise exceed 40 percent (40%) of adjusted monthly income; and
> - The rent for the unit is reasonable.

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]

If a substantial percentage of families have difficulty finding a suitable unit, the PHA may request a "success rate payment standard" that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows the PHA to set its payment standards at 90-110 percent of a higher FMR (the 50th, rather than the 40th percentile FMR). To support the request, the PHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent (75%) of families who were issued vouchers became participants;
- The PHA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent (110%) of the published FMR; and
- The PHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, the PHA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of the PHA's jurisdiction within the FMR area.

Decreases in the Payment Standard below the Basic Range [24 CFR 982.503(d)]

The PHA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent (40%) of program participants exceeds 30 percent (30%) of adjusted monthly income.

16-II.C. UTILITY ALLOWANCES [24 CFR 982.517]

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined 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 locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The cost of each utility and housing service must be stated separately by unit size and type. Chapter 18 of the *HCV Guidebook* provides detailed guidance to the PHA about establishing utility allowance schedules.

Air Conditioning

An allowance for air-conditioning must be provided when the majority of housing units in the market have central air-conditioning or are wired for tenant-installed air conditioners.

> <u>BPHA Policy</u>
>
> BPHA has included an allowance for air-conditioning in its schedule. Central air-conditioning or a portable air conditioner must be present in a unit before BPHA will apply this allowance to a family's rent and subsidy calculations.

Reasonable Accommodation

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. For example, if a family member with a disability requires such an accommodation, the PHA will approve an allowance for air-conditioning, even if the PHA has determined that an allowance for air-conditioning generally is not needed. See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

Utility Allowance Revisions

The PHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent (10%) or more in any utility rate since the last time the allowance for that utility was revised.

The PHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

PART III: INFORMAL REVIEWS AND HEARINGS

16-III.A. OVERVIEW

Both applicants and participants have the right to disagree with, and appeal certain decisions of the PHA that may adversely affect them. PHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of PHA decisions is called the "informal review." For participants (or applicants denied admission because of citizenship issues), the appeal process is called an "informal hearing". PHAs are required to include informal review procedures for applicants, and informal hearing procedures for participants in their administrative plans [24 CFR 982.54(d)(12) and (13)].

16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a "minimum hearing requirement" [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements. (Federal Register, Volume 60, No. 127 (3 July 1995): 34690).

Decisions Subject to Informal Review

The PHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

> BPHA Policy
> The BPHA will only offer an informal review to applicants for whom assistance is being denied as identified above.

Informal reviews are *not required* for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to grant approval of the tenancy
- A PHA determination that the unit is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with the HQS due to family size or composition

Notice to the Applicant [24 CFR 982.554(a)]

The PHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

Scheduling an Informal Review

BPHA Policy

A request for an informal review must be made in writing and delivered to BPHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of BPHA's denial of assistance.

BPHA must schedule and send written notice of the informal review within 20 business days of the family's request.

Informal Review Procedures [24 CFR 982.554(b)]

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

BPHA Policy

Informal reviews will be conducted by review of written objections. If additional information is necessary, a meeting will be provided with the applicant to provide oral objections. However, if written objections are sufficient, BPHA may make determinations based on written.

The person conducting the review will make a recommendation to the PHA, but the PHA is responsible for making the final decision as to whether assistance should be granted or denied.

Informal Review Decision [24 CFR 982.554(b)]

The PHA must notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

BPHA Policy

In rendering a decision, BPHA will evaluate the following matters:

- Whether or not the grounds for denial were stated factually in the notice to the family.
- The validity of the grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.
- The validity of the evidence. BPHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, BPHA will uphold the decision to deny assistance.
- If the facts prove the grounds for denial, and the denial is discretionary, BPHA will consider the recommendation of the

person conducting the informal review in making the final decision whether to deny assistance.

BPHA Policy

In making its final determination, BPHA will proceed with the following:

- BPHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and his or her representative, if any, along with proof of mailing.
- If the decision to deny is overturned as a result of the informal review, processing for admission will resume.
- If the family fails to appear for their informal review meeting if scheduled, the denial of admission will stand and the family will be so notified.

16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule

- A determination of the family unit size under the PHA's subsidy standards
- A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA's subsidy standards, or the PHA determination to deny the family's request for exception from the standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA Policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

  <u>BPHA Policy</u>

  BPHA will only offer participants the opportunity for an informal hearing when required to by the regulations.

Circumstances for which an informal hearing is *not required* are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that a unit selected by the applicant is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

Informal Hearing Procedures

Notice to the Family [24 CFR 982.555(c)]

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

<u>BPHA Policy</u>

In cases where BPHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- The proposed action or decision of BPHA.
- A brief statement of the reasons for the decision, including the regulatory reference.
- The date the proposed action will take place.
- A statement of the family's right to an explanation of the basis for BPHA's decision.
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
- A deadline for the family to request the informal hearing.
- To whom the hearing request should be addressed.
- A copy of BPHA's hearing procedures.

Scheduling an Informal Hearing [24 CFR 982.555(d)]

When an informal hearing is required, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

> <u>BPHA Policy</u>
>
> A request for an informal hearing must be made in writing and delivered to BPHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of BPHA's decision or notice to terminate assistance.
>
> BPHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.
>
> The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, BPHA may request documentation of the "good cause" prior to rescheduling the hearing.
>
> If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact BPHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. BPHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing, any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

> <u>BPHA Policy</u>
>
> The family will be allowed to copy any documents related to the hearing at a cost of $.25 per page. The family must request discovery of PHA documents no later than the 2 business days prior to the hearing.

BPHA must be given an opportunity to examine at BPHA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, BPHA will automatically mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing. The participant must make the documents available no later than 12:00 pm on the business day prior to the scheduled hearing date.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Informal Hearing Officer [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

BPHA Policy

BPHA has designated City Staff, not associated with BPHA, as Hearing Officers. A list is maintained and periodically updated, which is used in a rotating basis for scheduling.

Attendance at the Informal Hearing

BPHA Policy

Hearings participants may include a hearing officer and the following applicable persons:

A BPHA representative(s) and any witnesses for BPHA

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by BPHA as a reasonable accommodation for a person with a disability

Conduct at Hearings [24 CFR 982.555(4)(ii)]

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA's hearing procedures [24 CFR 982.555(4)(ii)].

BPHA Policy

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Evidence [24 CFR 982.555(e)(5)]

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

<u>BPHA Policy</u>

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to BPHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either BPHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Hearing Officer's Decision [24 CFR 982.555(e)(6)]

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing must be furnished promptly to the family.

<u>BPHA Policy</u>

In rendering a decision, the hearing officer will consider the following matters:

BPHA Notice to the Family: The hearing officer will determine if the reasons for BPHA's decision are factually stated in the Notice.

Discovery: The hearing officer will determine if BPHA and the family were given the opportunity to examine any relevant documents in accordance with BPHA Policy.

BPHA Evidence to Support the BPHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support BPHA's conclusion.

Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and BPHA policies. If the grounds for termination are not specified in the regulations or in compliance with BPHA policies, then the decision of the BPHA will be overturned.

The hearing officer will issue a written decision to the family and the BPHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing information:

Name of the participant;

Date, time and place of the hearing;

Name of the hearing officer;

Name of BPHA representative; and

Name of family representative (if any).

Background: A brief, impartial statement of the reason for the hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold BPHA's decision.

Order: The hearing report will include a statement of whether BPHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct BPHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct BPHA to restore the participant's program status.

Procedures for Rehearing or Further Hearing

BPHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of BPHA will take effect and another hearing will not be granted.

***PHA Notice of Final Decision* [24 CFR 982.555(f)]**

The PHA is not bound by the decision of the hearing officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state or local laws.

If the PHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

BPHA Policy

BPHA will mail a "Notice of Final Decision" including the hearing officer's report to the participant and their representative. This notice will be sent by first-class mail, postage pre-paid, with an affidavit of mailing enclosed. The participant will be mailed the original "Notice of Final Decision" and a copy of the proof of mailing. A copy of the "Notice of Final Decision" along with the original proof of mailing will be maintained in BPHA's file.

16-III.D. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

The notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

USCIS Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and the proof of mailing.

> BPHA Policy
>
> BPHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.
>
> The family must provide BPHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

BPHA Policy

BPHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 16-III.C. for a listing of positions that serve as informal hearing officers.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

BPHA Policy

The family will be allowed to copy any documents related to the hearing at a cost of $.25 per page. The family must request discovery of BPHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

> <u>BPHA Policy</u>
>
> BPHA will not provide a transcript of an audio taped hearing.

Hearing Decision

The PHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-III.C.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

PART IV: OWNER OR FAMILY DEBTS TO THE PHA

16-IV.A. OVERVIEW

PHAs are required to include in the administrative plan, policies concerning repayment by a family of amounts owed to the PHA [24 CFR 982.54]. This part describes the PHA's policies for recovery of monies owed to the PHA by families or owners.

BPHA Policy

When an action or inaction of an owner or participant results in the overpayment of housing assistance, BPHA holds the owner or participant liable to return any overpayments to BPHA.

BPHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When an owner or participant refuses to repay monies owed to BPHA, BPHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program

16-IV.B. REPAYMENT POLICY

Owner Debts to the PHA

BPHA Policy

Any amount due to BPHA by an owner must be repaid by the owner within 30 days of BPHA determination of the debt.

If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, BPHA will reduce the future HAP payments by the amount owed until the debt is paid in full.

If the owner is not entitled to future HAP payments, BPHA may, in its sole discretion, offer to enter into a repayment agreement on terms prescribed by BPHA.

If the owner refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, BPHA will ban the owner from future participation in the program and pursue other modes of collection.

Family Debts to the PHA

BPHA Policy

Any amount owed to BPHA by an HCV family must be repaid by the family. If the family is unable to repay the debt within 30 days, BPHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, BPHA will terminate the assistance in accordance with the policies in Chapter 12 and pursue other modes of collection.

Repayment Agreement [24 CFR 792.103]

The term r*epayment agreement* refers to a formal written document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

General Repayment Agreement Guidelines for Families

Down Payment Requirement

BPHA Policy

Before executing a repayment agreement with a family, BPHA will generally require a down payment of 10 percent (10%) of the total amount owed. If the family can provide evidence satisfactory to BPHA that a down payment of 10 percent (10%) would impose an undue hardship, BPHA may, in its sole discretion, require a lesser percentage or waive the requirement.

Payment Thresholds

Notice PIH 2010-19 recommends that the total amount that a family must pay each month—the family's monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent (40%) of the family's monthly adjusted income. However, a family may already be paying 40 per cent (40%) or more of its monthly adjusted income in rent. Moreover, Notice PIH 2010-19 acknowledges that PHAs have the discretion to establish "thresholds and policies" for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

BPHA Policy

BPHA has established the following thresholds for repayment of debts:

- Amounts between $3,000 and the federal or state threshold for criminal prosecution must be repaid within 36 months.
- Amounts between $2,000 and $2,999 must be repaid within 30 months.
- Amounts between $1,000 and $1,999 must be repaid within 24 months.

- Amounts under $1,000 must be repaid within 12 months.

If a family can provide evidence satisfactory to BPHA that the threshold applicable to the family's debt would impose an undue hardship, BPHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, BPHA will consider all relevant information, including the following:

- The amount owed by the family to BPHA
- The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family's control
- The family's current and potential income and expenses
- The family's current family share, as calculated under 24 CFR 982.515
- The family's history of meeting its financial responsibilities

Execution of the Agreement

BPHA Policy

Any repayment agreement between BPHA and a family must be signed and dated by BPHA and by the head of household and spouse/co-head (if applicable).

Due Dates

BPHA Policy

All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

Late or Missed Payments

BPHA Policy

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by BPHA, BPHA will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and BPHA may terminate assistance in accordance with the policies in Chapter 12.

If a family receives ~~3~~ three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and BPHA will terminate assistance in accordance with the policies in Chapter 12.

No Offer of Repayment Agreement

BPHA Policy

BPHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or owner, or if the amount owed by the family or owner exceeds the federal or state threshold for criminal prosecution.

Repayment Agreements Involving Improper Payments

Notice PIH 2010-19 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the family briefing packet that state the family's obligation to provide true and complete information at every reexamination and the grounds on which the PHA may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family not only must pay to the PHA the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance

PART V: SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)

16-V.A. OVERVIEW

The Section 8 Management Assessment Program (SEMAP) is a tool that allows HUD to measure PHA performance in key areas to ensure program integrity and accountability. SEMAP scores translate into a rating for each PHA as high performing, standard, or troubled. Scores on individual SEMAP indicators, as well as overall SEMAP ratings, can affect the PHA in several ways.

- High-performing PHAs can be given a competitive advantage under notices of funding availability [24 CFR 985.103].
- PHAs with deficiencies on one or more indicators are required to correct the deficiencies and report to HUD [24 CFR 985.106].
- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, including on-site reviews by HUD staff, a requirement to develop a corrective action plan, and monitoring to ensure the successful implementation of the corrective action plan. In addition, PHAs that are

designated “troubled” may not use any part of the administrative fee reserve for other housing purposes [24 CFR 985.107].

- HUD may determine that a PHA's failure to correct identified SEMAP deficiencies or to prepare and implement a corrective action plan required by HUD constitutes a default under the ACC [24 CFR 985.109].

16-V.B. SEMAP CERTIFICATION [24 CFR 985.101]

PHAs must submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year. The certification must be approved by PHA board resolution and signed by the PHA executive director. If the PHA is a unit of local government or a state, a resolution approving the certification is not required, and the certification must be executed by the Section 8 program director.

PHAs with less than 250 voucher units are only required to be assessed every other PHA fiscal year. HUD will assess such PHAs annually if the PHA elects to have its performance assessed on an annual basis; or is designated as “troubled” [24 CFR 985.105].

Failure of a PHA to submit its SEMAP certification within the required time frame will result in an overall performance rating of “troubled.”

A PHA’s SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.

Upon receipt of the PHA’s SEMAP certification, HUD will rate the PHA’s performance under each SEMAP indicator in accordance with program requirements.

HUD Verification Method

Several of the SEMAP indicators are scored based on a review of a quality control sample selected for this purpose. The PHA or the Independent Auditor must select an unbiased sample that provides an adequate representation of the types of information to be assessed, in accordance with SEMAP requirements [24 CFR 985.2].

If the HUD verification method for the indicator relies on data in the Form-50058 module (formerly known as MTCS) in the PIH Information Center (PIC), and HUD determines that those data are insufficient to verify the PHA's certification on the indicator due to the PHA's failure to adequately report family data, HUD will assign a zero rating for the indicator [24 CFR 985.3].

16-V.C. SEMAP INDICATORS [24 CFR 985.3 and Form HUD-52648]

The table below lists each of the SEMAP indicators, contains a description of each indicator, and explains the basis for points awarded under each indicator.

A PHA that expends less than $300,000 in federal awards and whose Section 8 programs are not audited by an independent auditor, is not rated under SEMAP indicators 1-7.

SEMAP Indicators
Indicator 1: Selection from the waiting list **Maximum Score: 15** • This indicator shows whether the PHA has written policies in its administrative plan for selecting applicants from the waiting list and whether the PHA follows these policies when selecting applicants for admission from the waiting list. • Points are based on the percent of families that are selected from the waiting list in accordance with the PHA's written policies, according to the PHA's quality control sample.
Indicator 2: Rent reasonableness **Maximum Score: 20** • This indicator shows whether the PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units • Points are based on the percent of units for which the PHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to the PHA's quality control sample.
Indicator 3: Determination of adjusted income **Maximum Score: 20** • This indicator measures whether the PHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent. • Points are based on the percent of files that are calculated and verified correctly, according to the PHA's quality control sample.
Indicator 4: Utility allowance schedule **Maximum Score: 5** • This indicator shows whether the PHA maintains an up-to-date utility allowance

schedule.

- Points are based on whether the PHA has reviewed the utility allowance schedule and adjusted it when required, according to the PHA's certification.

Indicator 5: HQS quality control inspections

Maximum Score: 5

- This indicator shows whether a PHA supervisor reinspects a sample of units under contract during the PHA fiscal year, which meets the minimum sample size requirements for quality control of HQS inspections.
- Points are based on whether the required quality control reinspections were completed, according to the PHA's certification.

Indicator 6: HQS enforcement

Maximum Score: 10

- This indicator shows whether, following each HQS inspection of a unit under contract where the unit fails to meet HQS, any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any PHA-approved extension.
- Points are based on whether the PHA corrects all HQS deficiencies in accordance with required time frames, according to the PHA's certification.

Indicator 7: Expanding housing opportunities

Maximum Points: 5

- Only applies to PHAs with jurisdiction in metropolitan FMR areas.
- This indicator shows whether the PHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration; informs voucher holders of the full range of areas where they may lease units both inside and outside the PHA's jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.
- Points are based on whether the PHA has adopted and implemented written policies in accordance with SEMAP requirements, according to the PHA's certification.

Indicator 8: FMR limit and payment standards

Maximum Points: 5 points

- This indicator shows whether the PHA has adopted a payment standard schedule that establishes payment standard amounts by unit size for each FMR area in the PHA's jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR.

- Points are based on whether the PHA has appropriately adopted a payment standard schedule(s), according to the PHA's certification.

Indicator 9: Annual reexaminations

Maximum Points: 10

- This indicator shows whether the PHA completes a reexamination for each participating family at least every 12 months.
- Points are based on the percent of reexaminations that are more than 2 months overdue, according to data from PIC.

Indicator 10: Correct tenant rent calculations

Maximum Points: 5

- This indicator shows whether the PHA correctly calculates the family's share of the rent to owner.
- Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.

Indicator 11: Pre-contract HQS inspections

Maximum Points: 5

- This indicator shows whether newly leased units pass HQS inspection on or before the effective date of the assisted lease and HAP contract.
- Points are based on the percent of newly leased units that passed HQS inspection prior to the effective date of the lease and HAP contract, according to data from PIC.

Indicator 12: Annual HQS inspections

Maximum Points: 10

- This indicator shows whether the PHA inspects each unit under contract at least annually.

Indicator 12: Annual HQS inspections

- Points are based on the percent of annual HQS inspections of units under contract that are more than 2 months overdue, according to data from PIC.

Indicator 13: Lease-up

Maximum Points: 20 points

• This indicator shows whether the PHA enters HAP contracts for the number of units or funding reserved under ACC for at least one year. • Points are based on the percent of units leased during the last completed PHA fiscal year, or the percent of allocated budget authority that has been expended by the PHA, according to data from the PHA's last year-end operating statement that is recorded in HUD's accounting system.
Indicator 14: Family Self-Sufficiency (FSS) enrollment and escrow account balances **Maximum Points: 10** • Only applies to PHAs with mandatory FSS programs. • This indicator shows whether the PHA has enrolled families in the FSS program as required, and measures the percent of current FSS participants that have had increases in earned income which resulted in escrow account balances. • Points are based on the percent of mandatory FSS slots that are filled and the percent of families with escrow account balances, according to data from PIC.
Success Rate of Voucher Holders **Maximum Points: 5** • Only applies to PHAs that have received approval to establish success rate payment standard amounts, and isn't effective until the second full PHA fiscal year following the date of HUD approval of success rate payment standard amounts. • This indicator shows whether voucher holders were successful in leasing units with voucher assistance. • Points are based on the percent of families that were issued vouchers, and that became participants in the voucher program.
Deconcentration Bonus Indicator **Maximum Points: 5** • Submission of data for this indicator is mandatory for a PHA using one or more payment standard amount(s) that exceed(s) 100 percent (100%) of the published FMR set at the 50 percentile rent, starting with the second full PHA fiscal year following initial use of payment standard amounts based on the FMRs set at the 50th percentile. • Additional points are available to PHAs that have jurisdiction in metropolitan FMR areas and that choose to submit the required data. • Points are based on whether the data that is submitted meets the requirements for bonus points.

PART VI: RECORD KEEPING

16-VI.A. OVERVIEW

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

16-VI.B. RECORD RETENTION [24 CFR 982.158]

During the term of each assisted lease, and for at least three years thereafter, the PHA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, the PHA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B.
- Accounts and other records supporting PHA budget and financial statements for the program;
- Records to document the basis for PHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.
- Notice PIH 2014-20 requires PHAs to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 16-III.D., Retention of Documents.

16-VI.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

> BPHA Policy
>
> All applicant and participant information will be kept in a secure location and access will be limited to authorized BPHA staff.
>
> BPHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form 9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of federal, state, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data.*

> BPHA Policy
>
> Prior to utilizing HUD's EIV system, BPHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

> <u>BPHA Policy</u>
> Criminal records received by BPHA are maintained confidentially, not misused, nor improperly disseminated and kept locked during non-business hours. All criminal records will be destroyed no later than 30 calendar days after a final determination is made.

Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

Documentation of Domestic Violence, Dating Violence, Sexual Assault or Stalking

For requirements and PHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault or stalking, see Section 16-IX.E.

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

16-VII.A. OVERVIEW

The PHA has certain responsibilities relative to children with environmental intervention blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that the PHA is subject to.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)]

The PHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional.

BPHA Policy

BPHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]

At least quarterly, the PHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified environmental intervention blood lead level.

If the PHA obtains names and addresses of environmental intervention blood lead level children from the public health department(s), the PHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, the PHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

At least quarterly, the PHA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.

BPHA Policy

The public health department(s) has stated they **do not** wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV program, on a quarterly basis. Therefore, BPHA is not providing such a report.

PART VIII: DETERMINATION OF INSUFFICIENT FUNDING

16-VIII.A. OVERVIEW

The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.314(e)(1) and 982.454]. Insufficient funding may also impact the PHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology the PHA will use to determine whether or not the PHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

16-VIII.B. METHODOLOGY

BPHA Policy

BPHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing BPHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, BPHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if BPHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, BPHA will be considered to have insufficient funding.

PART IX: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

16-IX.A. OVERVIEW

The Violence Against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under the housing choice voucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws take precedence over VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located primarily in the following sections: Section 3-I.C, “Family Breakup and Remaining Member of Tenant Family”; Section 3-III.G, “Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking”; Section 10-I.A, “Allowable Moves”; Section 10-I.B, “Restrictions on Moves”; Section 12-II.E, “Terminations Related to Domestic Violence, Dating Violence, or Stalking”; and Section 12-II.F, “Termination Notice.”

16-IX.B. DEFINITIONS [24 CFR 5.2003]

As used in VAWA:

- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship
    - The type of relationship
    - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

- The term *affiliated individual* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
  - Any other individual, tenant or lawful occupant living in the household of that individual.
- The term *sexual assault* means:
  - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent
- The term *stalking* means:
  - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
  - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
  - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

BPHA Policy

BPHA will post the following information regarding VAWA in its offices and on its Web site. It will also make the information readily available to anyone who requests it.

- A summary of the rights and protections provided by VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault or stalking (see sample notices in Exhibits 16-1 and 16-2).
- The definitions of *domestic violence*, *dating violence*, sexual assault and *stalking* provided in VAWA (included in Exhibits 16-1 and 16-2)
- An explanation of the documentation that BPHA may require from an individual who claims the protections provided by VAWA (included in Exhibits 16-1 and 16-2)

- A copy of Form HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking
- A statement of BPHA's obligation to keep confidential any information that it receives from a victim unless (a) BPHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information (included in Exhibits 16-1 and 16-2)
- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)
- Contact information for local victim advocacy groups or service providers.

Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]

PHAs are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

BPHA Policy

BPHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. BPHA will also include information about VAWA in all notices of denial of assistance (see Section 3-III.G).

BPHA will provide all participants with information about VAWA at the time of admission (see Section 5-I.B) and at annual reexamination. BPHA will also include information about VAWA in notices of termination of assistance, as provided in Section 12-II.F.

The VAWA information provided to applicants and participants will consist of the notice in Exhibit 16-1 and a copy of Form HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault and Stalking.

Notification to Owners and Managers [24 CFR 5.2005(a)(2)]

PHAs are required to notify owners and managers participating in the HCV program of their rights and obligations under VAWA.

BPHA Policy

BPHA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the HCV program and at least annually thereafter.

The VAWA information provided to owners will consist of the notice in Exhibit 16-2 and a copy of Form HUD-50066, Certification of Domestic Violence, Dating Violence, and Stalking.

16-IX.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

(1) A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim

(2) A federal, state, tribal, territorial, or local police report or court record

(3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional. Acceptable documentation also includes a record of an administrative agency, and documentation from a mental health professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA final rule].

<u>BPHA Policy</u>

Any request for documentation of domestic violence, dating violence, sexual assault or stalking will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

BPHA may, in its discretion, extend the deadline for 10 business days. Any extension granted by BPHA will be in writing.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

<u>BPHA Policy</u>

If presented with conflicting certification documents (two or more forms (Form HUD-50066)) from members of the same household, BPHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(b)(2) or (3) and by following any HUD guidance on how such determinations should be made.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b).

<u>BPHA Policy</u>

If BPHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault or stalking, BPHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

16-IX.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

<u>BPHA Policy</u>

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, BPHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

EXHIBIT 16-1: NOTICE TO HOUSING CHOICE VOUCHER APPLICANTS AND TENANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This notice was adapted from a notice prepared by the National Housing Law Project.

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault and stalking. The name of the law is the Violence Against Women Act, or "VAWA." This notice explains your rights under VAWA.

Protections for Victims

If you are eligible for a Section 8 voucher, the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, sexual assault or stalking.

If you are the victim of domestic violence, dating violence, sexual assault or stalking, you cannot be terminated from the Section 8 program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault or stalking that are caused by a member of your household or a guest can't be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

Reasons You Can Be Evicted

You can be evicted and your rental assistance can be terminated if the housing authority or your landlord can show there is an *actual* and *imminent* (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault or stalking committed against you. The housing authority and your landlord cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

Removing the Abuser from the Household

Your landlord may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the assisted unit. Also, the housing authority can terminate the abuser's Section 8 rental assistance while allowing you to continue to receive assistance. If the landlord or housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.

Moving to Protect Your Safety

The housing authority may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligations in the housing choice voucher program. The housing authority may ask you to provide proof that you are moving because of incidences of abuse.

Proving That You Are a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The housing authority and your landlord can ask you to prove or "certify" that you are a victim of domestic violence, dating violence, sexual assault or stalking. The housing authority or your landlord must give you at least 14 business days (i.e., Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority and your landlord are free to extend the deadline. There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the housing authority or your landlord. The form will ask for your name, the name of your abuser, the abuser's relationship to you, the date, time, and location of the incident of violence, and a description of the violence. You are only required to provide the name of the abuser if it is safe to provide and you know their name.
- Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing "under penalty of perjury."
- Provide a police or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the landlord may evict you, and the housing authority may terminate your rental assistance.

Confidentiality

The housing authority and your landlord must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the housing authority or your landlord to release the information.
- Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the housing authority or your landlord to release the information.

If release of the information would put your safety at risk, you should inform the housing authority and your landlord.

VAWA and Other Laws

VAWA does not limit the housing authority's or your landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault or stalking.

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies.

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current former spouse of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship.

VAWA defines *sexual assault* as "any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines *stalking* as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.

For Additional Information

If you have any questions regarding VAWA, please contact: The Baldwin Park Housing Authority at (626) 869-7500.

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

EXHIBIT 16-2: NOTICE TO HOUSING CHOICE VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This notice was adapted from a notice prepared by the National Housing Law Project.

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault and stalking. The name of the law is the Violence Against Women Act, or "VAWA." This notice explains your obligations under VAWA.

Protections for Victims

You cannot refuse to rent to an applicant solely because he or she is a victim of domestic violence, dating violence, sexual assault or stalking.

You cannot evict a tenant who is the victim of domestic violence, dating violence, sexual assault or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

Permissible Evictions

You can evict a victim of domestic violence, dating violence, sexual assault or stalking if you can demonstrate that there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard than you hold tenants who are not victims.

Removing the Abuser from the Household

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking

If a tenant asserts VAWA's protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-50066. This form is available at the housing authority or online at http://www.hud.gov/offices/adm/hudclips/forms/hud5.cfm.
- A statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

Confidentiality

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

The tenant provides written permission releasing the information.

The information is required for use in an eviction proceeding, such as to evict the abuser.

Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

VAWA and Other Laws

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault or stalking.

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies.

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim
- A person with whom the victim shares a child in common

- A person who is cohabitating with or has cohabitated with the victim as a spouse
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of intension between the persons involved in the relationship.

VAWA defines *sexual assault* as "any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines *stalking* as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.

Additional Information

If you have any questions regarding VAWA, please contact the Baldwin Park Housing Authority at (626) 869-7500.

HUD Notice PIH 2006-42 contains detailed information regarding VAWA's certification requirements. The notice is available at:

http://www.hud.gov/offices/adm/hudclips/notices/pih/06pihnotices.cfm

For discussion of VAWA's housing provisions see the preamble to the final VAWA rule available at:

http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf

Chapter 17

PROJECT-BASED VOUCHERS (Updated 7/1/2020)

INTRODUCTION

This chapter describes HUD regulations and PHA policies related to the project-based voucher (PBV) program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the PHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the PHA's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

17-I.A. OVERVIEW [24 CFR 983.5; FR Notice 1/18/17; Notice PIH 2017-21]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its authorized units and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

BPHA Policy

The PHA will operate a project-based voucher program using up to 20 percent of its authorized units for project-based assistance.

See Exhibit 17-1, if applicable, for information on projects to which the PHA has attached PBV assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the PHA is not required to reduce the number of these units if the number of authorized units is subsequently reduced. However, the PHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC, regardless of whether the PHA has vouchers available for project-basing [FR Notice 1/18/17].

Additional Project-Based Units [FR Notice 1/18/17; Notice PIH 2017-21]

The PHA may project-base an additional 10 percent of its units above the 20 percent program limit. The units may be distributed among one, all, or a combination of the categories as long as the total number of units does not exceed the 10 percent cap. Units qualify under this exception if the units:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) and contained in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.
  - ***Veteran*** **means an individual who has served in the United States Armed Forces.**
- Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403.

- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.

Only units that that are under a HAP contract that was first executed on or after April 18, 2017, are covered by the 10 percent exception.

BPHA Policy

The PHA may set aside units up to 30% of the ACC allocation for units with supportive housing services, homeless families, families with veterans, or for units in low poverty census tract areas.

Units Not Subject to the PBV Program Limitation [FR Notice 1/18/17]

PBV units under the RAD program and HUD-VASH PBV set-aside vouchers do not count toward the 20 percent limitation when PBV assistance is attached to them.

In addition, units that were previously subject to certain federal rent restrictions or were receiving another type of long-term housing subsidy provided by HUD are not subject to the cap. The unit must be covered under a PBV HAP contract that first became effective on or after April 18, 2017.

BPHA Policy

The PHA may project-base units not subject to the 20 percent cap in accordance with the regulations.

17-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

> BPHA Policy
>
> Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

17-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]

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

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

17-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

The PHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the PHA must comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

PART II: PBV OWNER PROPOSALS

17-II.A. OVERVIEW

With certain exceptions, the PHA must describe the procedures for owner submission of PBV proposals and for PHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the PHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57]. The PHA may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH 2011-54].

17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51(b)]

The PHA must select PBV proposals in accordance with the selection procedures in the PHA administrative plan. The PHA must select PBV proposals by either of the following two methods.

- PHA request for PBV Proposals. The PHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the PHA request. The PHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- The PHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. The PHA need not conduct another competition.

Units Selected Non-Competitively [FR Notice 1/18/17; Notice PIH 2017-21; 24 CFR 983.51(b)]

For certain public housing projects where the PHA has an ownership interest or control, the PHA may attach PBV assistance non-competitively without following one of the two processes above.

This exception applies when the PHA is engaged in an initiative to improve, develop, or replace a public housing property or site. The public housing units may either currently be in the public housing inventory or may have been removed from the public housing inventory within five years of the date on which the PHA entered into the AHAP or HAP.

If the PHA is planning rehabilitation or new construction on the project, a minimum threshold of $25,000 per unit in hard costs must be expended.

If the PHA plans to replace public housing by attaching PBV assistance to existing housing in which the PHA has an ownership interest or control, then the $25,000 per unit minimum threshold does not apply as long as the existing housing substantially complies with HQS.

The PHA must include in the administrative plan what work it plans to do on the property or site and how many PBV units will be added to the site.

> BPHA Policy
>
> The PHA may attach PBVs to projects owned by the PHA as described above and in accordance with the regulations.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

PHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the PHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the PHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

> BPHA Policy
>
> PHA Request for Proposals for Rehabilitated and Newly Constructed Units
>
> The PHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspaper:
>
> **San Gabriel Valley Tribune**
>
> In addition, the PHA will post the RFP and proposal submission and rating and ranking procedures on its electronic web site.
>
> The PHA will publish its advertisement in the newspaper mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Proposals will be due in the PHA office by close of business 10 calendar days from the date of the last publication.
>
> In order for the proposal to be considered, the owner must submit the proposal to the PHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.
>
> The PHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:
>
> > Owner experience and capability to build or rehabilitate housing as identified in the RFP;
> >
> > Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities;
> >
> > If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and
> >
> > In order to promote partially assisted projects, projects where less than 25 percent of the units will be assisted will be rated higher than projects where 25 percent or more of the units will be assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, the PHA will rate

partially assisted projects on the percentage of units assisted. Projects with the lowest percentage of assisted units will receive the highest score.

PHA Requests for Proposals for Existing Housing Units

The PHA will advertise its request for proposals (RFP) for existing housing in the following newspapers:

San Gabriel Valley Tribune

In addition, the PHA will post the notice inviting such proposal submission and the rating and ranking procedures on its electronic web site.

The PHA will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;

Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities;

If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Extent to which units are occupied by families that are eligible to participate in the PBV program.

PHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

The PHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

The PHA may periodically advertise that it is accepting proposals, in the following newspaper:

San Gabriel Valley Tribune

In addition to, or in place of advertising, the PHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The PHA will evaluate each proposal on its merits using the following factors:

Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities; and

Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

PHA-Owned Units [24 CFR 983.51(e), 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]

A PHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the PHA-owned units were appropriately selected based on the selection procedures specified in the PHA administrative plan. This also applies to noncompetitive selections. If the PHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determinations, the term of the HAP contract, and inspections.

In the case of PHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the PHA and a HUD-approved independent entity. In addition, an independent entity must determine the initial rent to owner, the redetermined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

> <u>BPHA Policy</u>
>
> The PHA may submit a proposal for project-based housing that is owned or controlled by the PHA. If the proposal for PHA-owned housing is selected, the PHA will use an independent third-party approved by HUD. The PHA will obtain HUD approval of the independent third party prior to selecting the proposal for PHA-owned housing.

The PHA may only compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services. The PHA and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

PHA Notice of Owner Selection [24 CFR 983.51(d)]

The PHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

> BPHA Policy
>
> Within 10 business days of the PHA making the selection, the PHA will notify the selected owner in writing of the owner's selection for the PBV program. The PHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.
>
> In addition, the PHA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the PHA used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. The PHA will also post the notice of owner selection on its electronic web site.
>
> The PHA will make available to any interested party its rating and ranking sheets and documents that identify the PHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The PHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.
>
> The PHA will make these documents available for review at the PHA during normal business hours. The cost for reproduction of allowable documents will be $.25 per page.

17-II.C. HOUSING TYPE [24 CFR 983.52]

The PHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of PHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

The PHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The PHA choice of housing type must be reflected in its solicitation for proposals.

17-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types [24 CFR 983.53]

The PHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the PHA may not attach or pay PBV assistance for a unit occupied by an owner and the PHA may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program. Finally, PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

Subsidized Housing [24 CFR 983.54]

A PHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

17-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, Notice PIH 2013-11, and FR Notice 2/28/20]

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

HUD requires new construction and rehabilitation housing that will include forms of governmental assistance other than PBVs to undergo a subsidy layering review (SLR) prior to entering into an Agreement to Enter into Housing Assistance Payments Contract (AHAP). Subsidy layering requirements do not apply to existing housing, when PBV is the only governmental assistance, or for projects already subject to a PBV HAP contract, even if the project is recapitalized with outside sources of funding.

When a PHA selects a new construction or rehabilitation project, the PHA must require information regarding all HUD and/or other federal, state, or local governmental assistance to be disclosed by the project owner using Form HUD-2880. Appendix A of FR Notice 2/28/20 contains a list of all required documentation.

Either HUD or a HUD-approved housing credit agency (HCA) in the PHA's jurisdiction performs the subsidy layering review. The PHA must request an SLR though their local HUD Field Office or, if eligible, through a participating HCA.

If the SLR request is submitted to an approved HCA, and the proposed project-based voucher assistance meets HUD subsidy layering requirements, the HCA must submit a certification to HUD and notify the PHA. The PHA may proceed to execute an AHAP at that time if the environmental approval is received.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56, FR Notice 1/18/17, and Notice PIH 2017-21]

In general, the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project.

Exceptions to 25 Percent per Project Cap [FR Notice 1/18/17; Notice PIH 2017-21]

As of April 18, 2017, units are not counted against the 25 percent or 25-unit per project cap if:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project
  - If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services. Projects where these caps were implemented prior to HOTMA (HAP contracts executed prior to April 18, 2017) may continue to use the former exceptions and may renew their HAP contracts under the old requirements, unless the PHA and owner agree to change the conditions of the HAP contract. However, this change may not be made if it would jeopardize an assisted family's eligibility for continued assistance in the project.

Supportive Services

PHAs must include in the PHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. As of April 18, 2017, the project must make supportive services available to all families receiving PBV assistance in the project, but the family does not actually have to accept and receive supportive services for the exception to apply to the unit, although the family must be eligible to receive the supportive services. It is not necessary that the services be provided at or by the project, but must be reasonably available to families receiving PBV assistance at the project and designed to help families in the project achieve self-sufficiency or live in the community as independently as possible A PHA may not require participation in the supportive service as a condition of living in the excepted unit, although such services may be offered.

BPHA Policy

Excepted units will be permitted for units that include supportive services, that are exclusively for elderly families and units located in a low-poverty census tract area. .

This may include disabled families, families in need of particular supportive services, or families participating in the Family Self-Sufficiency (FSS) program. Families will not be required to accept and receive supportive services for the exception to apply to the unit, although they will be required to be eligible to receive supportive services. The following types of services will be provided depending on the needs of the family:

Meal service adequate to meet nutritional needs;

Housekeeping aid;

Personal assistance;

Transportation services;

Health-related services;

Case management;

Child care;

Educational and employment services;

Job training;

Counseling; or

Other services designed to help the recipient live in the community as independently as possible.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in the PHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

If the family becomes ineligible for the supportive service during their tenancy (for reasons other than successfully completing the supportive service objective), the unit will no longer be considered an excepted unit. If the family is ineligible for all supportive services that are made available at the project, the PHA may do any of the following:

Reduce the number of excepted units

Substitute the excepted unit for a non-excepted unit

Temporarily remove the unit from the PBV HAP contract and provide the family with tenant-based assistance

Projects not Subject to a Project Cap [FR Notice 1/18/17; Notice PIH 2017-21]

PBV units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are exempt from the project cap. In other words, 100 percent of the units in these projects may receive PBV assistance.

> BPHA Policy
>
> The PHA does not have any PBV units that are subject to the per project cap exception.

17-II.G. SITE SELECTION STANDARDS

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards
[24 CFR 983.57(b)]

The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless the PHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan.

In addition, prior to selecting a proposal, the PHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

> BPHA Policy
>
> The goal of the BPHA is to project base newly constructed units that are of high quality and that provide access to transportation, health services, schools and other supportive services. The preferred area for Project Based Voucher units will be areas within the Baldwin Park Housing Authority jurisdiction that would deconcentrate poverty and expand housing and economic opportunities for low-income families. Preference will be given to projects in the BPHA jurisdiction which have received other city or federal funding or are newly constructed or rehabilitated units.
>
> However, the PHA will grant exceptions to the 20 percent standard where the PHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites will include areas with one or more of the following standards:

- A HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
- A census-tract with a decreased, or a soon to be decreased concentration of assisted housing due to public housing demolition;
- A census tract undergoing significant revitalization;
- An area of federal, state, or local funding investment;
- A census tract with new market rate units being developed, where the poverty rate has been positively impacted as a result;
- An area that may have a poverty rate of 20 percent or more, but has experienced an overall decline in the poverty rate over the past five years (for example, the previous poverty rate in the past five years was much higher than 20 percent); or,
- A census tract with meaningful educational and economic advancement opportunities.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the PHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;

- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and

- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

17-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

The PHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The PHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS

17-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

17-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

17-III.D. INSPECTING UNITS

Pre-selection Inspection [24 CFR 983.103(a)]

The PHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the PHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, the PHA may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b), FR Notice 1/18/17, and Notice PIH 2017-20]

The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS, unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions, or if the unit passed an alternative inspection.

> <u>BPHA Policy</u>
>
> The PHA will not provide assistance on behalf of the family until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c)]

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

At least once every 24 months during the term of the HAP contract, the PHA must inspect a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement.

> <u>BPHA Policy</u>
>
> The PHA will inspect on a biennial basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

Other Inspections [24 CFR 983.103(e)]

The PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

Inspecting PHA-Owned Units [24 CFR 983.103(f)]

In the case of PHA-owned units, the inspections must be performed by an independent entity designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

17-IV.A. OVERVIEW [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

17-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT

In order to offer PBV assistance in rehabilitated or newly constructed units, the PHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(b)]. The PHA may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the PHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(a)].

Content of the Agreement [24 CFR 983.152(d)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS.

Execution of the Agreement [24 CFR 983.153]

The Agreement must be executed promptly after PHA notice of proposal selection to the selected owner. The PHA may not enter into the Agreement if construction or rehabilitation has started after proposal submission. Generally, the PHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the PHA may not enter into the Agreement until the environmental review is completed and the PHA has received environmental approval. However, the PHA does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

> <u>BPHA Policy</u>
>
> The PHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

17-IV.C. CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

Equal Opportunity [24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

17-IV.D. COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to the PHA in the form and manner required by the PHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the PHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

> BPHA Policy
>
> The PHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The PHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

PHA Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, the PHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The PHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the PHA must not enter into the HAP contract.

If the PHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

17-V.A. OVERVIEW

The PHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, each project is covered by a separate HAP contract. The HAP contract must be in the form required by HUD [24 CFR 983.202(a)].

17-V.B. HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203]

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]

The PHA may not enter into a HAP contract until each contract unit has been inspected and the PHA has determined that the unit complies with the Housing Quality Standards (HQS), unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions. For existing housing, the HAP contract must be executed promptly after the PHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

BPHA Policy

For existing housing, the HAP contract will be executed within 10 business days of the PHA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of the PHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract [24 CFR 983.205, FR Notice 1/18/17, and Notice PIH 2017-21]

The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of PHA-owned units, the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

BPHA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, the PHA may extend the term of the contract for an additional term of up to 20 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 20 years. A PHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract the PHA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term.

Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of PHA-owned units, any extension of the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

BPHA Policy

When determining whether or not to extend an expiring PBV contract, the PHA will consider several factors including, but not limited to:

The cost of extending the contract and the amount of available budget authority;

The condition of the contract units;

The owner's record of compliance with obligations under the HAP contract and lease(s);

Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and

Whether the funding could be used more appropriately for tenant-based assistance.

Termination by PHA [24 CFR 983.205(c) and FR Notice 1/18/17]

The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the PHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

In times of insufficient funding, HUD requires that PHAs first take all cost-saving measures prior to failing to make payments under existing PBV HAP contracts.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the PHA. In this case, families living in the contract units must be offered tenant-based assistance.

Statutory Notice Requirements: Contract Termination or Expiration [24 CFR 983.206, FR Notice 1/18/17, and Notice PIH 2017-21]

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify the PHA and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the owner's required notice period ends. The PHA must provide the family with a voucher and the family must also be given the option by the PHA and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the PHA HCV tenant-based program and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

Remedies for HQS Violations [24 CFR 983.208(b)]

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

> <u>BPHA Policy</u>
>
> The PHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

17-V.C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(a)]

At the PHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, the PHA must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [FR Notice 1/18/17 and Notice PIH 2017-21]

The PHA and owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements found at 24 CFR 983.51(b) for those additional PBV units, regardless of when the HAP contract was signed. The additional PBV units, however, are still subject to the PBV program cap and individual project caps. Prior to attaching additional units without competition, the PHA must submit to the local field office information outlined in FR Notice 1/18/17. The PHA must also detail in the administrative plan their intent to add PBV units and the rationale for adding units to the specific PBV project.

> BPHA Policy
>
> The PHA will add contract units to the HAP contract on a case by case basis to improve the availability of low-income housing in the jurisdiction. The PHA will only approve additional units up to the allowable program or project cap

17-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(b) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT [24 CFR 983.210]

When the owner executes the HAP contract s/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (does not apply to family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

17-V.F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the PHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

The PHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

> BPHA Policy
>
> The PHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The PHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

> BPHA Policy
>
> The PHA will decide on a case-by-case basis if the PHA will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments. If the PHA decides to pay a vacancy payment, the PHA will pay up to 50% of the contract rent (minus any amounts paid by the tenant) for up to two months.

PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

17-VI.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

17-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

The PHA may select families for the PBV program from those who are participants in the PHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

> <u>BPHA Policy</u>
>
> The PHA will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the PHA is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the PHA's waiting list. Once the family's continued eligibility is determined (the PHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the PHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and project-based assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

> BPHA Policy
>
> The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance.

17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely low-income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

The PHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that preference is consistent with the PHA plan. The PHA may not, however, grant a preference to a person with a specific disability [FR Notice 1/18/17].

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects with "excepted units" for elderly families or supportive services, the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b); FR Notice 1/18/17].

> BPHA Policy
>
> The PHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, elderly families or units with supportive services, or mobility impaired persons for accessible units).

17-VI.E. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA's selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

17-VI.F. OWNER SELECTION OF TENANTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

> BPHA Policy
>
> The owner must notify the PHA in writing (mail, fax, or email) within five business days of learning about any vacancy or expected vacancy.
>
> The PHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

> BPHA Policy
>
> If any contract units have been vacant for 120 days, the PHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The PHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the PHA's notice.

17-VI.G. TENANT SCREENING [24 CFR 983.255]

PHA Responsibility

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

> BPHA Policy
>
> The PHA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the BPHA Policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(a)(4)].

> BPHA Policy
>
> The PHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

PART VII: OCCUPANCY

17-VII.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

17-VII.B. LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease.

The PHA may review the owner's lease form to determine if the lease complies with state and local law. If the PHA determines that the lease does not comply with state or local law, the PHA may decline to approve the tenancy.

> BPHA Policy
>
> The PHA will not review the owner's lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and
- The amount of any charges for food, furniture, or supportive services.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f)]

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g. month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- The PHA terminates the HAP contract
- The PHA terminates assistance for the family

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for "good cause" does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by BPHA Policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 981.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of Housing Assistance Payments [24 CFR 982.258]

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

> BPHA Policy
>
> If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

Security Deposits [24 CFR 983.259]

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

> BPHA Policy
>
> The PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

17-VII.C. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260]

If the PHA determines that a family is occupying a wrong size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

BPHA Policy

The PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the PHA's determination. The PHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project;

PBV assistance in another project; and

Tenant-based voucher assistance.

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by the PHA) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

BPHA Policy

When the PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA. If the family wishes to move with continued tenant-based assistance, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

Emergency Transfers under VAWA [Notice PIH 2017-08]

Except where special consideration is needed for the project-based voucher program, the PHA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

> <u>BPHA Policy</u>
>
> When the victim of domestic violence, dating violence, sexual assault, or stalking has lived in the unit for less than one year, the PHA will provide several options for continued assistance.
>
> The PHA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.
>
> If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to either tenant-based rental assistance (HCV) or assistance in the PHA's public housing program. Such a decision will be made by the PHA based on the availability of tenant-based vouchers and/or vacancies in public housing units. Such families must be selected from the waiting list for the applicable program. The PHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, and stalking in both its HCV and public housing programs in order to expedite this process. See Section 4-III.C. of this administrative plan.
>
> If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, the PHA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.
>
> If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to the PHA's public housing program. The PHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, and stalking as part of the public housing ACOP in order to expedite this process.

17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262]

As of April 17, 2018, the PHA may not pay housing assistance under a PBV HAP contract for more than the greater of 25 units or 25 percent of the number of dwelling units in a project unless:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project

If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by the PHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. However, if the FSS family fails to successfully complete the FSS contract of participation or supportive services objective and consequently is no longer eligible for the supportive services, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA shall cease paying HAP on behalf of the family.

Further, when a family (or remaining members of a family) residing in an excepted unit no longer meets the criteria for a “qualifying family” because the family is no longer an elderly family due to a change in family composition, the PHA has the discretion to allow the family to remain in the excepted unit. If the PHA does not exercise this discretion, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA must cease paying housing assistance payments on behalf of the non-qualifying family.

Individuals in units with supportive services who choose to no longer participate in a service or who no longer qualify for services they qualified for at the time of initial occupancy cannot subsequently be denied continued housing opportunity because of this changed circumstance. A PHA or owner cannot determine that a participant’s needs exceed the level of care offered by qualifying services or require that individuals be transitioned to different projects based on service needs.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the PHA.

The PHA may allow a family that initially qualified for occupancy of an excepted unit based on elderly family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly family member or long-term or permanent hospitalization or nursing care), the elderly family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.

> BPHA Policy
>
> The PHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to circumstances beyond the remaining family members' control.
>
> In all other cases, the PHA will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.
>
> The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

PART VIII: DETERMINING RENT TO OWNER

17-VIII.A. OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

17-VIII.B. RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c)]

For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Definitions

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Reasonable Rent [24 CFR 983.301(e) and 983.302(c)(2)]

The PHA must determine reasonable rent in accordable with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:

- To correct errors in calculations in accordable with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55
- If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant

If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

> BPHA Policy
>
> The PHA will elect within the HAP contract not to reduce rents below the initial level, with the exception of circumstances listed in 24 CFR 983.302(c)(2). If, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent, the PHA will use the higher initial rent to owner amount.

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, the PHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the PHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the PHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

> BPHA Policy
>
> Upon written request by the owner, the PHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The PHA will review and make a decision based on the circumstances and merit of each request.
>
> In addition to considering a written request from an owner, the PHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the PHA determines it is necessary due to PHA budgetary constraints.

Use of Small Area FMRs (SAFMRs) [24 CFR 888.113(h)]

While small area FMRs (SAFMRs) do not apply to PBV projects, PHAs that operate a tenant-based program under SAFMRs may apply SAFMRs to all future PBV HAP contracts. If the PHA adopts this policy, it must apply to all future PBV projects and the PHA's entire jurisdiction. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy.

Further, the PHA may apply SAFMRs to current PBV projects where the notice of owner selection was made on or before the effective date of PHA implementation, provided the owner is willing to mutually agree to doing so and the application is prospective. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy. If rents increase as a result of the use of SAFMRs, the rent increase may not be effective until the first anniversary of the HAP contract.

> BPHA Policy
>
> The PHA will not apply SAFMRs to the PHA's PBV program.

Redetermination of Rent [24 CFR 983.302]

The PHA must redetermine the rent to owner upon the owner's request or when there is a 10 percent or greater decrease in the published FMR.

Rent Increase

If an owner wishes to request an increase in the rent to owner from the PHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by the PHA. The PHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

> BPHA Policy
>
> An owner's request for a rent increase must be submitted to the PHA 60 days prior to the anniversary date of the HAP contract and must include the new rent amount the owner is proposing.

The PHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

Notice of Rent Change

The rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent. The PHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

> BPHA Policy
>
> The PHA will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

PHA-Owned Units [24 CFR 983.301(g)]

For PHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The PHA must use the rent to owner established by the independent entity.

17-VIII.C. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

When Rent Reasonable Determinations Are Required

The PHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a 10 percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- The PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building or project; or
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

PHA-Owned Units

For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the PHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

17-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

Other Subsidy [24 CFR 983.304]

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, a PHA shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized funding.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER

17-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

17-IX.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

> <u>BPHA Policy</u>
>
> If the PHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to the keep the housing assistance payment, the PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

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

BPHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the PHA of the vacancy in accordance with the policy in Section 17-VI.F. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's request, no vacancy payments will be made. The PHA will pay up to 50% of the contract rent (minus any amounts collected from the tenant) up to two months.

17-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

> <u>BPHA Policy</u>
>
> The PHA will make utility reimbursements to the family.

17-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

EXHIBIT 17-1: PBV DEVELOPMENT INFORMATION

(Reserved for PBV Development)

EXHIBIT 17-2: Special Provisions Applying to TPVs Awarded as Part of a Voluntary Conversion of Public Housing Units in Projects that Include RAD PBV Units

[24 CFR Part 972.200; Notice PIH 2019-05; Notice PIH 2019-23]

Under certain circumstances, HUD allows small PHAs to reposition a public housing project (or portion of a project) by voluntarily converting units to tenant-based housing choice voucher assistance. In order to preserve affordable housing for residents of the project, the PHA is given priority to receive replacement tenant protection vouchers (TPVs). As part of the voluntary conversion, the PHA has the option to continue to operate it as rental housing. If so, the PHA or subsequent owner must allow existing families to remain in their units using the TPV in the form of tenant-based assistance. In this situation, however, the PHA may choose to project-base these TPVs in the former public housing project. Families must still be provided with the option to remain in their unit using tenant-based assistance. In order for the PHA to project-base the assistance and include these units on the PBV HAP contract, the family must voluntarily consent in writing to PBV assistance following the requirements in Appendix A of Notice PIH 2019-05. If the family fails to consent to PBV assistance and chooses to remain using tenant-based assistance, the family's unit is excluded from the PBV HAP contract until the family moves out or consents to switching to PBV assistance. In general, all applicable program regulations and guidance for the standard PBV program apply to these units.

The PHA may also convert units in the same former public housing project to the PBV program under the rental assistance demonstration (RAD) program. The RAD statute authorizes HUD to waive certain statutory and regulatory provisions governing the standard PBV program and specify alternative requirements. In order to facilitate the uniform treatment of residents and units at the project, Notice PIH 2019-23 extended some of the alternative requirements to non-RAD PBV units in the converted project (i.e., the TPV units in the project). As such, while PBV TPV units in the converted project generally follow the requirements for the standard PBV program listed in this chapter, where HUD has specified alternative requirements for non-RAD PBV units in the project, PBV TPV units will instead follow the requirements outlined in Chapter 18 of this policy for the RAD PBV program.

RAD Requirements Applicable to Non-RAD units in the Project

Alternative Requirement under RAD as Listed in Notice PIH 2019-23	Standard PBV Policy That Does Not Apply	Applicable Policy in Chapter 18
1.6.A.4. Site Selection – Compliance with PBV Goals	17-II.G. SITE SELECTION STANDARDS applies with the exception of deconcentration of poverty and expanding housing and economic opportunity requirements.	18-II.F. SITE SELECTION STANDARDS
1.6.B.5.d. PBV Site-Specific Utility Allowances	Alternative requirement under RAD. No corresponding policy in Chapter 17.	18-VII.C. UTILITY ALLOWANCES
1.6.C.1. No Rescreening of Tenants upon Conversion	Policies contained in Chapter 3 relating to eligibility do not apply to existing tenants who receive TPVs.	18-V.B. PROHIBITED RESCREENING OF EXISTING TENANTS UPON CONVERSION
1.6.C.2. Right to Return	Alternative requirement under RAD. No corresponding policy in Chapter 17.	18-I.D. RELOCATION REQUIREMENTS
1.6.C.3. Phase-in of Tenant Rent Increases	Alternative requirements under RAD. No corresponding policy in Chapter 17.	18-VIII.D. PHASE-IN OF TENANT RENT INCREASES
1.6.C.4. Family Self Sufficiency (FSS) and Resident Opportunities and Self-Sufficiency	Not covered in administrative plan.	18-VI.C. PUBLIC HOUSING FSS AND ROSS PARTICIPANTS

Service Coordinator (ROSS-SC) Programs		
1.6.C.5. Resident Participation and Funding	Alternative requirement under RAD. No corresponding policy in Chapter 17.	18-VI.D. RESIDENT PARTICIPATION AND FUNDING
1.6.C.6. Resident Procedural Rights	Policies related to hearings in Chapter 16 apply, with added procedural rights and notice requirements as outlined in Chapter 18.	18-VI.H. RESIDENTS' PROCEDURAL RIGHTS
1.6.C.7. Earned Income Disregard (EID)	Alternative requirements under RAD for in-place residents. New admissions follow policies in Chapter 6.	18-VI.G. EARNED INCOME DISALLOWANCE
1.6.C.8. Jobs Plus	Not covered in administrative plan.	No corresponding policy.
1.6.C.9. When Total Tenant Payment Exceeds Gross Rent	Alternative requirements under RAD for in-place residents. New admissions follow policies in 17-VII.B. LEASE, Continuation of Housing Assistance Payments.	18-VI.B. LEASE, Continuation of Housing Assistance Payments
1.6.C.10. Under-Occupied Unit	Alternative requirements under RAD for in-place residents. New admissions follow 17-VII.C. MOVES,	18-VI.E. MOVES, Overcrowded, Under-Occupied, and Accessible Units

	Overcrowded, Under-Occupied, and Accessible Units	
1.6.D.4. Establishment of Waiting List	Alternative requirements under RAD for initial establishment of the waiting list. Once waiting list is established, follow 17-VI.D. SELECTION FROM THE WAITING LIST	18-V.D. ORGANIZATION OF THE WAITING LIST
1.6.D.10. Initial Certifications and Tenant Rent Calculations	Alternative requirements under RAD for in-place residents. No corresponding policy in Chapter 17.	18-VIII.C. TENANT RENT TO OWNER, Initial Certifications

Note, while Notice PIH 2019-05 states that the PHA must screen families for eligibility for a tenant protection voucher and that families must be below the low-income limit (80 percent of AMI), Notice PIH 2019-23 waives these requirements for residents in projects that include RAD PBV units.

GLOSSARY

A. ACRONYMS USED IN THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

AAF	Annual adjustment factor (published by HUD in the *Federal Register* and used to compute annual rent adjustments)
ACC	Annual Contributions Contract
ADA	Americans with Disabilities Act of 1990
AIDS	Acquired immune deficiency syndrome
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as "the regulations")
CPI	Consumer Price Index (published monthly by the Department of Labor as an inflation indicator)
EID	Earned income disallowance
EIV	Enterprise Income Verification
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration (HUD Office of Housing)
FHEO	Fair Housing and Equal Opportunity (HUD Office of)
FICA	Federal Insurance Contributions Act (established Social Security taxes)
FMR	Fair market rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal year
FYE	Fiscal year end
GAO	Government Accountability Office
GR	Gross rent
HA	Housing authority or housing agency
HAP	Housing assistance payment
HCV	Housing choice voucher
HQS	Housing quality standards
HUD	Department of Housing and Urban Development
HUDCLIPS	HUD Client Information and Policy System

IPA	Independent public accountant
IRA	Individual retirement account
IRS	Internal Revenue Service
JTPA	Job Training Partnership Act
LBP	Lead-based paint
LEP	Limited English proficiency
MSA	Metropolitan statistical area (established by the U.S. Census Bureau)
MTCS	Multi-family Tenant Characteristics System (now the Form HUD-50058 sub module of the PIC system)
MTW	Moving to Work
NOFA	Notice of funding availability
OGC	HUD's Office of General Counsel
OIG	HUD's Office of Inspector General
OMB	Office of Management and Budget
PASS	Plan to Achieve Self-Support
PHA	Public housing agency
PIC	PIH Information Center
PIH	(HUD Office of) Public and Indian Housing
PS	Payment standard
QC	Quality control
REAC	(HUD) Real Estate Assessment Center
RFP	Request for proposals
RFTA	Request for tenancy approval
RIGI	Regional Inspector General for Investigation (handles fraud and program abuse matters for HUD at the regional office level)
SEMAP	Section 8 Management Assessment Program
SRO	Single room occupancy
SSA	Social Security Administration
SSI	Supplemental security income
SWICA	State wage information collection agency
TANF	Temporary Assistance for Needy Families
TPV	Tenant protection vouchers
TR	Tenant rent

TTP	Total tenant payment
UA	Utility allowance
UFAS	Uniform Federal Accessibility Standards
UIV	Upfront income verification
URP	Utility reimbursement payment
VAWA	Violence Against Women Reauthorization Act of 2013

B. GLOSSARY OF SUBSIDIZED HOUSING TERMS

***Absorption*.** In portability (under Subpart H of this Part 982): the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

***Accessible*.** The facility or portion of the facility can be approached, entered, and used by persons with disabilities.

***Adjusted income*.** Annual income, less allowable HUD deductions and allowances.

Administrative fee. Fee paid by HUD to the PHA for administration of the program. See §982.152.

Administrative plan. The plan that describes PHA policies for administration of the tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and included as a supporting document to the PHA Plan. See §982.54.

***Admission*.** The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

Affiliated individual. With respect to an individual, a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of a parent), or any individual, tenant, or lawful occupant living in the household of that individual.

Amortization payment. In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

Annual. Happening once a year.

Annual contributions contract (ACC). The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

***Annual income*.** The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

Applicant (applicant family). A family that has applied for admission to a program but is not yet a participant in the program.

Area exception rent. An amount that exceeds the published FMR. See 24 CFR 982.504(b).

As-paid states. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

***Assets*.** (See *net family assets.*)

Auxiliary aids. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving federal financial assistance.

Biennial. Happening every two years.

Bifurcate. With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Budget authority. An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

Child. *A* member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses**.** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen. *A* citizen or national of the United States.

Co-head. An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Common space**.** In shared housing, the space available for use by the assisted family and other occupants of the unit.

Computer match. The automated comparison of databases containing records about individuals.

Confirmatory review. An on-site review performed by HUD to verify the management performance of a PHA.

Consent form**.** Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

Congregate housing. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing. A special housing type: see 24 CFR 982.606–609.

Contiguous MSA. In portability (under subpart H of part 982): An MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

Continuously assisted. An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

Contract authority. The maximum annual payment by HUD to a PHA for a funding increment.

Cooperative (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type (see 24 CFR 982.619).

Covered families**.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which federal, state or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Dating violence. Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

Dependent**.** A member of the family (except 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.

Dependent child. In the context of the student eligibility restrictions*,* a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* as specified above.

Disability assistance expenses**.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member, and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family**.** A family whose head, co-head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person. See *person with disabilities.*

Disallowance. Exclusion from annual income.

Displaced family**.** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Domestic violence. Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Domicile**.** The legal residence of the household head or spouse as determined in accordance with state and local law.

Drug-related criminal activity. The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

Economic self-sufficiency program**.** Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603(c).

Elderly family**.** A family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person**.** An individual who is at least 62 years of age.

Eligible family. A family that is income eligible and meets the other requirements of the 1937 Act and Part 5 of 24 CFR. See also *Family*.

Employer identification number (EIN)**.** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

***Evidence of citizenship or eligible status*.** The documents which must be submitted as evidence of citizenship or eligible immigration status. (See 24 CFR 5.508(b))

Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher. Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent (30%) of median income if HUD finds such variations are necessary due to unusually high or low family incomes. (See 24 CFR 5.603)

Facility. All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock, or other real or personal property or interest in the property.

Fair Housing Act. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

***Fair Market Rent (FMR)*.** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the *Federal Register* in accordance with 24 CFR Part 888.

***Family*.** Includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, and can be further defined in PHA Policy.

- A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
- An elderly family or a near-elderly family
- A displaced family
- The remaining member of a tenant family
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family rent to owner. In the voucher program, the portion of rent to owner paid by the family.

Family Self-Sufficiency Program (FSS program). The program established by a PHA in accordance with 24 CFR Part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share. The portion of rent and utilities paid by the family. For calculation of family share, see 24 CFR 982.515(a).

Family unit size. The appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.

Federal agency**.** A department of the executive branch of the federal government.

Foster child care payment**.** A 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 attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). (See 24 CFR 5.603)

Funding increment. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

Gender identity. Actual or perceived gender-related characteristics.

Gross rent. The sum of the rent to owner plus any utility allowance.

Group home. A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide). (A special housing type: see 24 CFR 982.610–614.)

Handicap**.** Any condition or characteristic that renders a person an individual with handicaps. (See *person with disabilities*.)

HAP contract. The housing assistance payments contract. A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Head of household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household. A household includes additional people other than the family who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

Housing assistance payment. The monthly assistance payment by a PHA, which includes: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing agency (HA). See *public housing agency.*

Housing Quality Standards (HQS). The HUD minimum quality standards for housing assisted under the voucher program.

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

Imputed asset. An asset disposed of for less than fair market value during the two years preceding examination or reexamination.

Imputed asset income. The PHA-established passbook rate multiplied by the total cash value of assets. The calculation is used when net family assets exceed $5,000.

Imputed welfare income. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

***Income*.** Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

Income for eligibility. Annual income.

Income information means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the state's unemployment compensation law, including any social security number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, employer identification number of an employer reporting wages under a state unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment wages and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

***Individual with handicaps*.** See *person with disabilities.*

***Initial PHA*.** In portability, the term refers to both: (1) A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial payment standard. The payment standard at the beginning of the HAP contract term.

Initial rent to owner. The rent to owner at the beginning of the HAP contract term.

Institution of higher education. An institution of higher education as defined in 20 U.S.C. 1001 and 1002. See Exhibit 3-2 in this Administrative Plan.

***Jurisdiction*.** The area in which the PHA has authority under state and local law to administer the program.

***Landlord*.** Either the owner of the property or his/her representative, or the managing agent or his/her representative, as shall be designated by the owner.

***Lease*.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

Live-in aide**.** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

Living/Sleeping Room. A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space. A bedroom or living/sleeping room must have at least one window and two electrical outlets in proper operating condition. See HCV GB p.10-6 and 24 CFR 982.401.

Local preference. A preference used by the PHA to select among applicant families.

Low-income family. A family whose income does not exceed 80 percent (80%) of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80 percent (80%) for areas with unusually high or low incomes.

Manufactured home. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. (A special housing type: see 24 CFR 982.620 and 982.621.)

Manufactured home space. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624.

Medical expenses**.** 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 or disabled families only). These allowances are given when calculating adjusted income for medical expenses in excess of 3 percent of annual income.

Minor**.** A member of the family household other than the family head or spouse, who is under 18 years of age.

Mixed family. *A* family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income**.** One twelfth of adjusted income.

Monthly income**.** One twelfth of annual income.

Mutual housing. Included in the definition of *cooperative.*

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.

Near-elderly family**.** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets**.** (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.

- In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen. *A* person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA). For budget authority that HUD distributes by competitive process, the *Federal Register* document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Office of General Counsel (OGC)**.** The General Counsel of HUD.

Overcrowded. A unit that does not meet the following HQS space standards: (1) Provide adequate space and security for the family; and (2) Have at least one bedroom or living/sleeping room for each two persons.

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

PHA Plan. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

PHA's quality control sample. An annual sample of files or records drawn in an unbiased manner and reviewed by a PHA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements. For minimum sample size see CFR 985.3.

Participant (participant family). A family that has been admitted to the PHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

Payment standard. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

Person with disabilities. *For the purposes of program eligibility*. A person who has a disability as defined under the Social Security Act or Developmental Disabilities Care Act, or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. *For the purposes of reasonable accommodation.* A person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such impairment, or a person with a record of such impairment.

Portability**.** Renting a dwelling unit with a Section 8 housing choice voucher outside the jurisdiction of the initial PHA.

Premises**.** The building or complex in which the dwelling unit is located, including common areas and grounds.

Previously unemployed. With regard to the earned income disallowance, a person with disabilities who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Private space**.** In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

Processing entity**.** The person or entity that, under any of the programs covered is responsible for making eligibility and related determinations and any income reexamination. In the HCV program, the “processing entity” is the “responsible entity.”

Project owner. The person or entity that owns the housing project containing the assisted dwelling unit.

Public assistance**.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.

Public housing agency (PHA)**.** Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

Qualified family (under the earned income disallowance). A family participating in an applicable assisted housing program or receiving HCV assistance:

- Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-- provided that the total amount over a six-month period is at least $500.

Qualified census tract. With regard to certain tax credit units, any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent (50%) of households have an income of less than 60 percent (60%) of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent (25%), and where the census tract is designated as a qualified census tract by HUD.

***Reasonable rent*.** A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

Reasonable accommodation. A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access the PHA's programs or services.

***Receiving PHA*.** In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

***Recertification*.** Sometimes called *reexamination.* The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.

***Remaining member of the tenant family*.** The person left in assisted housing who may or may not normally qualify for assistance on their own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

Rent to owner. The total monthly rent payable to the owner under the lease for the unit (also known as contract rent). Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Residency preference. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (See *residency preference area*).

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Responsible entity. For the public housing and the Section 8 tenant-based assistance, project-based certificate assistance, and moderate rehabilitation programs, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

***Secretary*.** The Secretary of Housing and Urban Development.

***Section 8*.** Section 8 of the United States Housing Act of 1937.

Section 8 covered programs. All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under Section 202 of the Housing Act of 1959.

Section 214. Section 214 of the Housing and Community Development Act of 1980, as amended.

Section 214 covered programs. The collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in 24 CFR 5.500.

Security deposit. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

Set-up charges. In a manufactured home space rental, charges payable by the family for assembling, skirting, and anchoring the manufactured home.

Sexual assault. Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent (42 U.S.C. 13925 (a)).

Sexual orientation. Homosexuality, heterosexuality or bisexuality.

Shared housing. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. (A special housing type: see 24 CFR 982.615–982.618.)

Single person. A person living alone or intending to live alone.

Single room occupancy housing (SRO). A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. (A special housing type: see 24 CFR 982.602–982.605.)

***Social security number (SSN)*.** The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Special admission. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

***Special housing types*.** See Subpart M of Part 982. Subpart M states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefits reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse. The marriage partner of the head of household.

Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

***State Wage Information Collection Agency (SWICA)*.** The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy standards. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

***Suspension*.** Stopping the clock on the term of a family's voucher after the family submits a request for tenancy approval. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension. This practice is also called *tolling.*

Tax credit rent. With regard to certain tax credit units, the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Tenancy addendum. For the housing choice voucher program, the lease language required by HUD in the lease between the tenant and the owner.

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

Tenant rent to owner. See *family rent to owner*.

Term of lease. The amount of time a tenant agrees in writing to live in a dwelling unit.

***Total tenant payment (TTP)*.** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

***Unit*.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

Utilities. Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service not included.

***Utility allowance*.** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

***Utility reimbursement*.** In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

Utility hook-up charge. In a manufactured home space rental: Costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Very low-income family. A low-income family whose annual income does not exceed 50 percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent (50%) of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the housing choice voucher program.

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 therefrom under conditions other than dishonorable.

Violence Against Women Reauthorization Act (VAWA) of 2013. Prohibits denying admission to the program to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

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 *(housing choice voucher).* A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

Voucher holder. A family holding a voucher with an unexpired term (search time).

Voucher program. The housing choice voucher program.

Waiting list. A list of families organized according to HUD regulations and PHA Policy who are waiting for a unit to become available.

Waiting list admission. An admission from the PHA waiting list.

Welfare assistance. Income assistance from federal or state welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS program (984.103(b)), *welfare assistance* includes only cash maintenance payments from federal or state programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or social security.

HOUSING AUTHORITY OF THE CITY OF BALDWIN PARK

PROJECT-BASED VOUCHER PROGRAM
REQUEST FOR PROPOSALS

INTRODUCTION

In order to improve the utilization of voucher funding and increase the number of available affordable housing units the Baldwin Park Housing Authority, herein referred to as BPHA, intends to project base up to 180 of its ACC vouchers for newly constructed projects to provide affordable housing to low-income residents in the Baldwin Park jurisdiction.

The BPHA is seeking developers and owners interested in project basing newly constructed units that are of high quality and that provide access to transportation, health services, schools and other supportive services. The preferred area for Project Based Voucher units will be areas within the City of Baldwin Park and its surrounding jurisdiction that would deconcentrate poverty and expand housing and economic opportunities for low-income families. Preference will be given to projects in the City of Baldwin Park which have received other city or federal funding or are newly constructed units.

The BPHA does business in accordance with all equal opportunity and federal fair housing laws. The BPHA does not discriminate against any person or business because of race, color, religion, sex, handicap, familial status or national original.

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EQUAL HOUSING OPPORTUNITY

PROGRAM INFORMATION

Under the PBV program, the BPHA enters into an assistance contract with the owner or developer for specified rental units, for a specified term (up to twenty years) subject to funding availability. Assistance or subsidy is provided while eligible households occupy the rental housing units and the units meet other program standards. To fill vacant project-based units, the BPHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. BPHA subsidy standards determine the appropriate unit size for the family size and composition.

PBV assistance may be authorized for newly constructed housing (units developed pursuant to an agreement for use in the PBV program).

Housing units and/or projects that are NOT eligible for PBV assistance include:

- Shared housing;
- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- Nursing homes or facilities providing continuous psychiatric, medical, nursing service, board and care, or intermediate care (assistance may be approved for a dwelling unit in an assisted living facility that provides home health care service such as nursing and therapy for residents of the housing);
- Units owned or controlled by an educational institution or its affiliate and designed for occupancy by the students of the institution;
- Manufactured homes;
- Cooperative housing;
- Transitional housing;
- Owner-occupied housing;
- Units occupied by an ineligible family;
- Subsidized housing types determined ineligible in accordance with HUD regulations.

Generally, the number of PBV assisted units per project cannot exceed the greater of 25 units in a project or 25 percent (25%) of the total number of dwelling units a project, except as provided by regulation. Exceptions include units in a building that are specifically made available for qualifying households that are elderly, or that are eligible for supportive services, or where the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates.

Sites selected for PBV assistance must be:

- Consistent with the goal of expanding housing and economic opportunities;
- In full compliance with the applicable laws regarding non-discrimination and accessibility requirements;
- Meet Housing Quality Standards (HQS) site standards; and
- Must meet HUD regulations for site and neighborhood standards.

Activities under the PBV program are subject to HUD environmental regulations and may be subject to review under the National Environmental Policy Act by local authorities.

When newly constructed housing sites are selected for PBV assistance, the owner must agree to develop the contract units to comply with HQS. BPHA may elect to establish additional requirements for quality, architecture, or design of PBV housing, over and above the HQS. The owner and the owner's contractors and subcontractors must comply with all applicable State and federal labor relations laws and regulations, federal equal employment opportunity requirements and HUD's implementing regulations.

BPHA will enter into a Housing Assistance Payments (HAP) contract with the owner for all sites selected and approved for PBV assistance. BPHA will make housing assistance payments to the owner in accordance with the HAP contract for those contract units leased and occupied by eligible households during the HAP contract term.

BPHA has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. The owner is responsible for screening and selection of the family referred by BPHA to occupy the owner's unit based on their tenancy histories. At least seventy-five percent (75%) of the households approved for tenancy shall be households whose annual income does not exceed thirty percent (30%) of the median income for this area as determined by HUD and as adjusted by family size.

During the course of the tenant's lease, the owner may not terminate the lease without good cause. "Good cause" does not include a business or economic reason or desire to use the unit for an individual, family or non-residential rental purpose. Upon expiration of the lease the owner may: renew the lease; refuse to renew the lease for good cause; refuse to renew the lease without good cause.

The amount of the rent to owner is determined in accordance with HUD regulations. Except for certain tax credit units, the rent to owner must not exceed the lowest of:

- An amount determined by BPHA, not to exceed 110 percent of the applicable fair market rent (FMR) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Current local Fair Market Rents for determining rents are:

Unit Size (Number of Bedrooms)	HUD's FY 2020 Fair Market Rent for Baldwin Park, CA
0	$1,279
1	$1,517
2	$1,956
3	$2,614
4	$2,857

In no event will the rent exceed 110 percent of HUD's published Fair Market Rent less utility allowances, which can be found on the BPHA's website at https://www.baldwinpark.com/housing

An independent reasonable rent study will be prepared to determine the rent. The total rent to the owner for PBV assisted units consists of the tenant rent (the portion of the rent to owner paid by the family) and the rental assistance paid by BPHA in accordance with the contract with the owner. The BPHA determines the tenant rent in accordance with HUD requirements.

The rules and requirements for the Project Based Voucher Program are included in BPHA's Housing Choice Voucher (HCV) Administrative Plan", Chapter 17-Project Based Vouchers. Interested parties may request an electronic copy by contacting Carol Averell, Housing Manager at caverell@baldwinpark.com

Questions regarding this Request for Proposals may be submitted in writing to caverell@baldwinpark.com.

APPLICATION REQUIREMENTS

Applications will be reviewed and ranked and will be subject to the selection criteria described below. The following procedures will be followed by BPHA in accepting and screening owner applications submitted for the PBV Program.

Application Submission Deadline

Owner applications will be accepted in an **electronic format (PDF)** via email to: caverell@baldwinpark.com

Applications and supporting documentation for project-based voucher units will be accepted until **4:00 p.m. on Friday, July 31, 2020.**

Non-Compliant Applications

If the BPHA determines that an application is non-compliant with this RFP, written selection criteria and procedures, or HUD program regulations, the application will be returned to the applicant with its deficiencies described. BPHA will give the applicant ten (10) calendar days to correct all deficiencies. The application will be considered for the program if the missing information is submitted within this time period.

The BPHA reserves the right to reject applications at any time for misinformation, errors, or omissions of any kind, regardless of the stage in the process that has been achieved.

Application Content

The applicant must provide the following information in no more than 15 pages (one-sided, single spaced, 12-point font, one-sided). See **Ranking and Selection Criteria** below for details.

- Owner Name and contact information, including email address
- Number and bedroom size of units
- Project Location
- Term of PBV Contract Requested
- Site and Census Tract Location
- Design and Amenities
- Development Experience
- Owner Experience
- Management Experience
- New Construction or Rehabilitation units
- Project Feasibility/Readiness to Begin Construction

Additional Documentation to Submit with Application

The applicant must provide the following information in no more than 50 pages (one-sided, single spaced, 12-point font, one sided)

A. Management Plan
B. Preliminary Construction Drawings/Construction Estimate
C. Certification(s) of Previous Participation (HUD Form 2530)
D. Evidence of financing/lender interest and the proposed terms of financing if new construction or financial statement (Proforma/Income and Expense Statement) for property's most recent operating year if rehabilitation or existing housing
E. Letter of consistency of project with local government Consolidated Plan (HUD Form 2991
F. Certification of Participation in the Low-Income Housing Tax Credit Program, if applicable
G. Certification of Payments to Influence Federal Transactions (HUD Form 50071)
H. Applicant/Recipient Disclosure Update Report (HUD Form 2880)

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Application Review Panel

A selection panel appointed the BPHA will review, evaluate, rank and select the applications in accordance with the Administrative Plan polices and the Request for Proposal. Proposals selected for project basing will be forwarded to the BPHA Board of Commissioners for final approval.

Application Review

BPHA will review all applications. Before selecting units, BPHA will determine that each application is responsive to and in compliance with BPHA's written selection criteria and procedures, and in conformity with HUD program regulations and requirements, including the following items:

- Evidence of site control.
- Certification that the owner and other project principles are not on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs.
- Proposed initial gross rents must be within 110% of the HUD published Fair Market Rent for Nevada County for the size of the unit.
- Property meets eligibility requirements under §983.52 (Eligible Housing Type), and §983.57 (Site selection standards).
- Property will be constructed in accordance with §983.55 (Prohibition of excess public assistance).

- If new construction or rehabilitation, no construction has begun, as evidenced by a BPHA site inspection.
- For new construction projects of four or more units, BPHA will determine whether any work items necessary to meet the accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Amendments Act of 1988 will be completed.
- Not more than 25 percent of units per building are eligible for PBV assistance, except units in a building that are specifically made available for qualifying households that are elderly, or that are eligible for supportive services in which case up to 100 percent of the units in such buildings are eligible for PBV assistance. Where the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40% of the units in the project.

If a project does not meet the requirements indicated above, it will be designated non-compliant. A notice mailed to the applicant will identify the disqualifying factor.

Proposals that meet the requirements will be evaluated and ranked by the BPHA panel. A BPHA ranking list will be prepared according to the points awarded to each proposal. BPHA may, at its discretion, select one or more of the proposals submitted, or none of the proposals submitted.

The BPHA reserves the right to reject any or all proposals, to waive any informalities in the RFP process, or to terminate the RFP process at any time, if deemed by the BPHA to be in its best interest. The BPHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services. The BPHA shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.

Other Requirements

1. Before executing an Agreement with any selected owner, BPHA must:
   a. Establish rents in accordance with §983.301 and §983.302. For any BPHA-owned unit, an independent entity will determine a recommendation for initial rents which then will be submitted to the HUD field office for final approval.
   b. Obtain subsidy-layering contract rent reviews from HUD, if applicable.
   c. Obtain environmental clearance in accordance with §983.58.
   d. Submit a certification to the HUD field office stating that the unit or units were selected in accordance with BPHA's approved unit selection policy.

2. The BPHA field office will conduct subsidy layering contract rent reviews.

3. Before an Agreement is executed for new construction units, the owner must submit the design architect's certification that the proposed new construction reflected in the working drawings and specifications comply with housing quality standards, local codes and ordinances, and zoning requirements.

Ranking and Selection Criteria:

The BPHA will use the following to rank and select applications for the PBV Program. Each factor is comprised of several components with an associated point value. The total points awarded to an application will be an aggregate of the component subtotals.

CRITERIA	MAX. POINTS AVAILABLE
1. Project Location	20
2. Term of Contract Requested	10
3. Site Location	10
4. Design and Amenities	10
5. Development Experience	10
6. Owner Experience	10
7. Management Experience	5
8. New Construction	15
9. Project Feasibility/Readiness to begin Construction	10
TOTAL	100

1. PROJECT LOCATION	**MAX PTS.**
If the project is located in the City of Baldwin Park	20
If the project is not located in the City of Baldwin Park	0
2. TERM OF CONTRACT REQUESTED	**MAX PTS.**
Twenty years with commitment to an additional twenty-year renewal term	10
15 to 20-year contract term	10
5 to 14-year contract term	5
3. SITE/CENSUS TRACT LOCATION	**MAX PTS.**
Site is in a low-poverty census tract and/or within 1 mile of amenities including transit including a bus station, or public bus stop, public parks, grocery store, public schools, places of significant employment offering a range of jobs for lower income workers, and a significant health facility	10
Same as above but distance is more than one mile but less than five miles	5
4. DESIGN and AMENITIES	**MAX PTS.**
If architectural elevations, setbacks, and massing considered acceptable for proposed use and in relation to adjacent land uses by the City Planning Division staff; project amenities are appropriate for the planned use	10
If the proposed project meets most of the above criteria and only slight modifications will be necessary to meet the city Planning Division approval	5
Continued next page	

5. DEVELOPMENT EXPERIENCE (MIN. 5 PTS. REQUIRED)	**MAX PTS.**
If applicant has developed 200 or more low-income housing units as primary or co-sponsor in the past five years	10
If applicant has developed less than 200 low-income housing units as primary or co-sponsor in the past five years	5
6. OWNER EXPERIENCE (MIN. 1 PT. REQUIRED)	**MAX PTS.**
If applicant has 20 or more years of experience in owning affordable rental housing	5
If applicant has 5 to 19 years of experience in owning affordable rental housing	2
7. MANAGEMENT EXPERIENCE	**MAX PTS.**
If applicant has 11 to 20 or more years of experience in managing and maintaining affordable rental housing	5
If applicant has 5 to 10 years' experience in managing and maintaining affordable rental housing	2
8. NEW CONSTRUCTION OR REHABILITATION	**MAX PTS.**
If the project is new construction	15
If the project is rehabilitation or existing housing	0
9. PROJECT FEASIBILITY/READINESS TO COMMENCE CONSTRUCTION	**MAX PTS.**
If zoning and other required entitlements are approved (provide written proof documenting jurisdiction approvals)	10
If zoning and other required entitlements have not been approved	0

EQUAL HOUSING OPPORTUNITY

ITEM NO. ____4______

STAFF REPORT

TO:	**Honorable Mayor/Chair and Members of the City Council for the City of Baldwin Park and Housing Authority**
FROM:	**Shannon Yauchzee, Chief Executive Officer** **Rose Tam, Director of Finance**
DATE:	**July 15, 2020**
SUBJECT:	**Joint Update of the City of Baldwin Park and Baldwin Park Housing Authority City-Wide Fee Schedule Based On Consumer Price Index (CPI) And Other Adjustments**

SUMMARY

The California Government Code allows cities to recover all or a portion of the cost of providing exchange-based services through the application of fees. Annually, an updated City-Wide Fee Schedule is recommended to (1) maintain appropriate recovery ratios of service costs, (2) add or delete fees for service, and/or (3) incorporate pre-existing fees or charges that should be included in the Fee Schedule. Given that the annual May 2020 CPI is only 0.9% staff recommends that most of the fees will remain the same as the prior year and any changes to the schedule will come from new/adjusted fees.

RECOMMENDATION

Staff recommends that the City Council of the City of Baldwin Park hold a joint Public Hearing with the Members of the Housing Authority and approve the proposed updated City-Wide Fee Schedule and corresponding Resolution Numbers CC 2020-036 and HA 2020-002.

FISCAL IMPACT

Charges for services are an important revenue source for the City's operating budget. The charges only apply to those customers benefiting from the service. There would be an estimate of $40,000 increase to the General Fund.

BACKGROUND

Based on the overview of the existing City-Wide Fee Schedule, the City Staff has updated the Fee Schedule with a small increase or decrease in fees for Planning, Public Works, Community Enhancement and Police. Most of the fees will remain unchanged. Examples of fees that will remain same are building plan check and inspection, recreation, animal license fee, and business license fee.

ALTERNATIVE

Provide staff alternative direction whether to proceed with the proposed updated Fee Schedule.

LEGAL REVIEW

The City Attorney has reviewed this report, resolutions and approved the public hearing notice for the meeting.

ATTACHMENT

1. Resolution No. 2020-036
2. Resolution No. HA 2020-037
3. City-Wide Fee Schedule
4. CPI for Los Angeles Area as of May 2020

RESOLUTION NO. 2020-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING THE ADOPTION OF A NEW FEE SCHEDULE FOR ISSUING, PROCESSING AND FILING OF VARIOUS CITY SERVICES AND PERMITS

WHEREAS, pursuant to Article XlllC of the California State Constitution, it is the intent of the City Council of the City of Baldwin Park to require the ascertainment and recovery of costs incurred by the City from the provision of services to the public; and

WHEREAS, the City updated the cost of City service fees based on the Consumer Price Index (CPI); and

WHEREAS, a properly noticed public hearing were held on July 15, 2020 to receive public comments on the proposed new City-Wide Fee Schedule.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

1. The new Fee Schedule for each fee and service charge is set forth in Exhibit “A”, attached hereto and incorporated by reference, is hereby approved.

2. The fees established in Exhibit A shall become effective sixty (60) days after the effective date of this Resolution.

3. The City Clerk shall certify as to the adoption of the Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 15th day of July 2020.

MANUEL LOZANO
MAYOR

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES SS:
CITY OF BALDWIN PARK

I, LOURDES MORALES, Chief Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-036** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **July 15, 2020** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Lourdes Morales
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. HA 2020-037

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BALDWIN PARK APPROVING THE ADOPTION OF A NEW FEE SCHEDULE FOR ISSUING, PROCESSING AND FILING OF VARIOUS CITY SERVICES AND PERMITS

WHEREAS, pursuant to Article XlllC of the California State Constitution, it is the intent of the Members of the Housing Authority of the City of Baldwin Park to require the ascertainment and recovery of costs incurred by the City from the provision of services to the public; and

WHEREAS, the City updated the cost of City service fees based on the Consumer Price Index (CPI); and

WHEREAS, a properly noticed public hearing were held on July 15, 2020 to receive public comments on the proposed new City-Wide Fee Schedule.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

1. The new Fee Schedule for each fee and service charge is set forth in Exhibit “A”, attached hereto and incorporated by reference, is hereby approved.

2. The fees established in Exhibit A shall become effective sixty (60) days after the effective date of this Resolution.

3. The City Clerk shall certify as to the adoption of the Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 15th day of July 2020.

MANUEL LOZANO
CHAIR

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES   SS:
CITY OF BALDWIN PARK

I, LOURDES MORALES, Chief Deputy City Clerk of the City of Baldwin Park, do hereby certify that the foregoing **Resolution No. HA 2020-037** was duly and regularly approved and adopted by the Members of the Housing Authority of the City of Baldwin Park at a regular meeting of the Housing Authority on **July 15, 2020**, by the following vote:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

Lourdes Morales
CHIEF DEPUTY CITY CLERK

CITY OF BALDWIN PARK EXHIBIT A

FEE SCHEDULE

Effective September 14, 2020

SERVICE/APPLICATION	FY 2019-20 Fee	FY 2020-21 Proposed Fee Change-Increase (Decrease)	Comments
BUILDING PERMIT, PLAN CHECK & INSPECTION FEES	Fees Remain Unchanged		
PLANNING FEES	Refer to Exhibit A-2		
PUBLIC WORK FEES	Refer to Exhibit A-3		
RECREATION PROGRAM FEES	Refer to Exhibit A-4		
POLICE FEES	Refer to Exhibit A-5		
ADMINISTRATION & MISCELLANEOUS			
ANIMAL CARE AND CONTROL LICENSE FEE	Fees Remain Unchanged		
PICNIC SHELTER RENTAL AND OTHER RECREATON FEES	N/A		
TRANSIT CENTER PARKING FEE	$1-$3		
MONTHLY PERMIT)	$1-$3		
BUSINESS LICENSE FEE	Fees Remain Unchanged		
BUSINESS LICENSE RENEWAL PROCESSING FEE	$10		
BUSINESS LICENSE LISTING	$5		
PASSPORT SERVICE	$35		
CREDIT CARD SERVICE FEE/CONVENIENCE FEE	2.25%		
COLLECTION SERVICES FEE			
Payment received within 30 days of notice	No fee charged		
Payment received after 30 days of notice	19%		
Out of State referral	22%		
With legal/court action	22%		
NSF CHECK PROCESSING	$25		
STOP PAYMENT and/or REISSUE CHECK	$35		
ADMIN FEE - COMMUNITY ENHANCEMENT CITATIONS	$0	$75	NEW FEE
PUBLIC RECORDS COPY CHARGE			
1st page	$0.25 per copy		
Additional page	$0.25 per copy		
CD REPORT COPY	$15		

CITY OF BALDWIN PARK

EXHIBIT A-1

BUILDING PERMIT, PLAN CHECK & INSPECTION FEE SCHEDULE

(Fees Remain Unchanged from Prior Fiscal Year with Few Updates in Descriptions)

Effective September 14, 2020

Service / Application	FY 2019-20 Fee
BUILDING PERMITS - NEW CONSTRUCTION	
Building Permits - Retail (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $0.54 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,675 plus $0.35 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$4,429 plus $0.35 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$6,185 plus $0.35 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$9,733 plus $0.35 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$18,508 plus $0.35 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$27,258 plus $0.35 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$36,095 plus $0.35 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$44,951 plus $0.35 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$53,726 plus $0.35 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$62,501 plus $0.35 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$71,276 plus $0.39 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Office (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $0.69 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$3,425 plus $0.50 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$5,930 plus $0.50 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$8,435 plus $0.50 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$13,483 plus $0.50 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$26,008 plus $0.50 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$38,533 plus $0.50 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$51,095 plus $0.50 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$63,701 plus $0.50 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$76,226 plus $0.50 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$88,751 plus $0.50 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$101,276 plus $0.54 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Industrial (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $0.46 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,308 plus $0.28 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$3,688 plus $0.28 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$5,075 plus $0.28 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$7,880 plus $0.28 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$14,795 plus $0.28 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$21,718 plus $0.28 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$28,670 plus $0.28 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$35,673 plus $0.28 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$42,588 plus $0.28 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$49,511 plus $0.28 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$56,426 plus $0.31 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Cannabis Facilities (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $1.21 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$6,049 plus $1.02 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$11,134 plus $1.02 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$16,217 plus $1.02 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$26,422 plus $1.02 per sq.ft. in excess of 25,000 sq.ft.

50,001-75,000 sq.ft.	$51,840 plus $1.02 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$77,259 plus $1.02 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$102,753 plus $1.02 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$128,246 plus $1.02 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$153,664 plus $1.02 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$179,083 plus $1.02 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$204,501 plus $1.06 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Single Family Residential (New Construction)	
1-1,500 sq.ft.	$500 minimum or $1.03 per sq.ft., whichever is higher
1,501-3,000 sq.ft.	$1,546 plus $0.57 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,404 plus $0.54 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,210 plus $0.55 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$4,027 plus $1.01 per sq.ft. in excess of 6,000 sq.ft.
Building Permits - Multi Family Residential (New Construction Per Building)	
1-1,500 sq.ft.	$500 minimum or $0.97 per sq.ft., whichever is higher
1,501-3,000 sq.ft.	$1,456 plus $0.49 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,183 plus $0.49 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$2,932 plus $0.49 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$3,660 plus $0.95 per sq.ft. in excess of 6,000 sq.ft.
Building Permits - Patio Cover (New Construction - All types such as Solid Wood, Open Lattice, or Tile)	
1-300 sq.ft.	$184 minimum
301-400 sq.ft.	$184 plus $0.91 per sq.ft. in excess of 300 sq.ft.
Over 400 sq.ft.	$275 plus $0.92 per sq.ft. in excess of 400 sq.ft.
BUILDING PERMITS - REMODELS, ALTERATIONS, ADDITIONS AND TENANT IMPROVEMENTS	
Building Permits - Retail (Remodels, Alterations, Additions and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.54 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,675 plus $0.36 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$4,468 plus $0.35 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$6,185 plus $0.35 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$9,733 plus $0.35 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$18,508 plus $0.35 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$27,283 plus $0.35 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$36,095 plus $0.35 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$44,951 plus $0.35 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$53,726 plus $0.35 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$62,501 plus $0.35 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$71,276 plus $0.39 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Office (Remodels, Alterations, Additions and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.69 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$3,425 plus $0.50 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$5,930 plus $0.50 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$8,435 plus $0.50 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$13,483 plus $0.50 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$26,008 plus $0.50 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$38,533 plus $0.50 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$51,095 plus $0.50 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$63,701 plus $0.50 per sq.ft. in excess of 125,000 sq.ft.

150,001-175,000 sq.ft.	$76,226 plus $0.50 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$88,751 plus $0.50 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$101,276 plus $0.54 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Industrial (Remodels, Alterations, Additions and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.46 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,308 plus $0.28 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$3,688 plus $0.28 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$5,075 plus $0.28 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$7,880 plus $0.28 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$14,795 plus $0.28 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$21,718 plus $0.28 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$28,670 plus $0.28 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$35,673 plus $0.28 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$42,588 plus $0.28 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$49,511 plus $0.28 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$56,426 plus $0.31 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Cannabis (Remodels, Alterations, Additions and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $1.21 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$6,069 plus $1.02 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$11,154 plus $1.02 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$16,238 plus $1.02 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$26,443 plus $1.02 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$51,860 plus $1.02 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$77,279 plus $1.02 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$102,773 plus $1.02 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$128,271 plus $1.02 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$153,690 plus $1.02 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$179,109 plus $1.02 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$204,526 plus $1.06 per sq.ft. in excess of 200,000 sq.ft.
Building Permits - Single Family Residential (Remodels, Alterations, Additions, and Tenant Improvements)	
1-500 sq.ft.	$500 minimum or $1.62 per sq.ft., whichever is higher
501-1,000 sq.ft.	$811 plus $0.67 per sq.ft. in excess of 500 sq.ft.
1,001-1,500 sq.ft.	$1,145 plus $0.60 per sq.ft. in excess of 1,000 sq.ft.
1,501-3,000 sq.ft.	$1,445 plus $0.60 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,363 plus $0.56 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,210 plus $0.54 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$4,027 plus $1.01 per sq.ft. in excess of 6,000 sq.ft.
Building Permits - Multi Family Residential (Remodels, Alterations, Additions, and Tenant Improvements)	
1-500 sq.ft.	$500 minimum or $1.62 per sq.ft., whichever is higher
501-1,000 sq.ft.	$811 plus $0.67 per sq.ft. in excess of 500 sq.ft.
1,001-1,500 sq.ft.	$1,145 plus $0.71 per sq.ft. in excess of 1,000 sq.ft.
1,501-3,000 sq.ft.	$1,500 plus $0.66 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,483 plus $0.61 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,403 plus $0.56 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$4,241 plus $1.05 per sq.ft. in excess of 6,000 sq.ft.
BUILDING PLAN CHECK FEE - NEW CONSTRUCTION	
Building Plan Check - Retail (New Construction)	

1-5,000 sq.ft.	$1,000 minimum or $0.57 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,858 plus $0.39 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$4,788 plus $0.39 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$6,719 plus $0.39 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$10,618 plus $0.39 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$20,271 plus $0.39 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$29,923 plus $0.39 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$39,612 plus $0.39 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$49,265 plus $0.39 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$58,917 plus $0.39 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$68,607 plus $0.39 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$78,247 plus $0.42 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Office (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $0.74 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$3,683 plus $0.55 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$6,438 plus $0.55 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$9,194 plus $0.55 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$14,743 plus $0.55 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$28,521 plus $0.55 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$42,297 plus $0.55 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$56,112 plus $0.55 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$69,890 plus $0.55 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$83,667 plus $0.55 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$97,482 plus $0.55 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$111,260 plus $0.59 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Industrial (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $0.49 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,453 plus $0.30 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$3,972 plus $0.30 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$5,497 plus $0.30 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$8,580 plus $0.30 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$16,186 plus $0.30 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$23,801 plus $0.30 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$31,445 plus $0.30 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$39,060 plus $0.30 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$46,666 plus $0.30 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$54,319 plus $0.30 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$61,925 plus $0.34 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check -Cannabis (New Construction)	
1-5,000 sq.ft.	$1,000 minimum or $1.23 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$6,154 plus $1.04 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$11,368 plus $1.04 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$16,582 plus $1.04 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$27,036 plus $1.04 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$53,105 plus $1.04 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$79,176 plus $1.04 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$105,282 plus $1.04 per sq.ft. in excess of 100,000 sq.ft.

CITY OF BALDWIN PARK

EXHIBIT A-1

BUILDING PERMIT, PLAN CHECK & INSPECTION FEE SCHEDULE

(Fees Remain Unchanged from Prior Fiscal Year with Few Updates in Descriptions)

Effective September 14, 2020

125,001-150,000 sq.ft.	$131,352 plus $1.04 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$157,460 plus $1.04 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$183,530 plus $1.04 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$209,601 plus $1.08 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Single Family Residential (New Construction)	
1-1,500 sq.ft.	$500 minimum or $1.01 per sq.ft., whichever is higher
1,501-3,000 sq.ft.	$1,521 plus $0.55 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,338 plus $0.55 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,157 plus $0.55 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$3,974 plus $0.98 per sq.ft. in excess of 6,000 sq.ft.
Building Plan Check - Multi Family Residential (New Construction Per Building)	
1-1,500 sq.ft.	$500 minimum or $1.06 per sq.ft., whichever is higher
1,501-3,000 sq.ft.	$1,593 plus $0.57 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,452 plus $0.57 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,311 plus $0.57 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$4,169 plus $1.03 per sq.ft. in excess of 6,000 sq.ft.
Building Plan Check - Patio Cover (all types such as solid wood, open lattice, or tile)	
1-300 sq.ft.	$110 minimum
301-400 sq.ft.	$110 plus $0.38 per sq.ft. in excess of 300 sq.ft.
Over 400 sq.ft.	$148 plus $0.56 per sq.ft. in excess of 400 sq.ft.
BUILDING PLANS CHECK - REMODELS, ALTERATIONS, ADDITIONS AND TENANT IMPROVEMENTS	
Building Plan Check - Retail (Remodels, Alterations, Additions, and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.55 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,731 plus $0.37 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$4,574 plus $0.37 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$6,417 plus $0.37 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$10,140 plus $0.37 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$19,353 plus $0.37 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$28,567 plus $0.37 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$37,819 plus $0.37 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$47,032 plus $0.37 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$56,246 plus $0.37 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$65,497 plus $0.37 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$74,711 plus $0.40 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Office (Remodels, Alterations, Additions, and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.55 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,731 plus $0.40 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$4,707 plus $0.40 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$6,716 plus $0.40 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$10,770 plus $0.40 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$20,810 plus $0.40 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$30,851 plus $0.40 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$40,930 plus $0.40 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$50,971 plus $0.40 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$61,011 plus $0.40 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$71,090 plus $0.40 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$81,131 plus $0.43 per sq.ft. in excess of 200,000 sq.ft.

CITY OF BALDWIN PARK

EXHIBIT A-1

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(Fees Remain Unchanged from Prior Fiscal Year with Few Updates in Descriptions)

Effective September 14, 2020

Building Plan Check - Industrial (Remodels, Alterations, Additions, and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $0.47 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$2,346 plus $0.29 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$3,794 plus $0.29 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$5,251 plus $0.29 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$8,195 plus $0.29 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$15,455 plus $0.29 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$22,723 plus $0.29 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$30,022 plus $0.29 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$37,291 plus $0.29 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$44,551 plus $0.29 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$51,857 plus $0.29 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$59,119 plus $0.33 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Cannabis (Remodels, Alterations, Additions, and Tenant Improvements)	
1-5,000 sq.ft.	$1,000 minimum or $1.18 per sq.ft., whichever is higher
5,001-10,000 sq.ft.	$5,878 plus $1.00 per sq.ft. in excess of 5,000 sq.ft.
10,001-15,000 sq.ft.	$10,854 plus $1.00 per sq.ft. in excess of 10,000 sq.ft.
15,001-25,000 sq.ft.	$15,832 plus $1.00 per sq.ft. in excess of 15,000 sq.ft.
25,001-50,000 sq.ft.	$25,811 plus $1.00 per sq.ft. in excess of 25,000 sq.ft.
50,001-75,000 sq.ft.	$50,696 plus $1.00 per sq.ft. in excess of 50,000 sq.ft.
75,001-100,000 sq.ft.	$75,581 plus $1.00 per sq.ft. in excess of 75,000 sq.ft.
100,001-125,000 sq.ft.	$100,504 plus $1.00 per sq.ft. in excess of 100,000 sq.ft.
125,001-150,000 sq.ft.	$125,389 plus $1.00 per sq.ft. in excess of 125,000 sq.ft.
150,001-175,000 sq.ft.	$150,311 plus $1.00 per sq.ft. in excess of 150,000 sq.ft.
175,001-200,000 sq.ft.	$175,196 plus $1.00 per sq.ft. in excess of 175,000 sq.ft.
Over 200,000 sq.ft.	$200,082 plus $1.03 per sq.ft. in excess of 200,000 sq.ft.
Building Plan Check - Single Family Residential (Remodels, Alterations, Additions, and Tenant Improvements)	
1-500 sq.ft.	$500 minimum or $1.57 per sq.ft., whichever is higher
501-1,000 sq.ft.	$786 plus $0.72 per sq.ft. in excess of 500 sq.ft.
1,001-1,500 sq.ft.	$1,145 plus $0.60 per sq.ft. in excess of 1,000 sq.ft.
1,501-3,000 sq.ft.	$1,445 plus $0.60 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,338 plus $0.55 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,157 plus $0.54 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$3,973 plus $0.98 per sq.ft. in excess of 6,000 sq.ft.
Building Plan Check - Multi Family Residential (Remodels, Alterations, Additions, and Tenant Improvements)	
1-500 sq.ft.	$500 minimum or $1.64 per sq.ft., whichever is higher
501-1,000 sq.ft.	$822 plus $0.76 per sq.ft. in excess of 500 sq.ft.
1,001-1,500 sq.ft.	$1,203 plus $0.63 per sq.ft. in excess of 1,000 sq.ft.
1,501-3,000 sq.ft.	$1,518 plus $0.62 per sq.ft. in excess of 1,500 sq.ft.
3,001-4,500 sq.ft.	$2,452 plus $0.57 per sq.ft. in excess of 3,000 sq.ft.
4,501-6,000 sq.ft.	$3,311 plus $0.57 per sq.ft. in excess of 4,500 sq.ft.
Over 6,000 sq.ft.	$4,169 plus $1.03 per sq.ft. in excess of 6,000 sq.ft.
BUILDING FEES (Others)	
Permit Issuance	$37.50 per permit
Minimum Building Permit Fee	$69.00 per permit
Minimum Building Plan Check Fee	At least 1 hour of staff time (latest rate) or the calculated amount whichever is greater

CITY OF BALDWIN PARK

BUILDING PERMIT, PLAN CHECK & INSPECTION FEE SCHEDULE

(Fees Remain Unchanged from Prior Fiscal Year with Few Updates in Descriptions)

Effective September 14, 2020

For any items which fee is not provided, the permit fee shall be based on hourly rate and on time as determined by Building Official	$92.00 per hour
For any items which fee is not provided, the plan check fee shall be based on hourly rate and on time as determined by Building Official	$151.00 per hour
Recordkeeping	3.75% of permit fee
Alternate Material Processing	1 1/2 hours based on the latest hourly rate
EXTENSIONS	
Extension of permit if the original permit has not been expired (one time)	$37.52
Extension of permit if the original permit has been expired	Based on time required to complete the project and on the latest hourly rate
Extension of plan check if the original plan check has not been expired (one time)	No fee
Extension of plan check if the original plan check has been expired	Based on time required to complete the plan check application and on latest hourly rate, or 1/2 of the original plan check fee whichever is greater
Expedited Plan Check	Double plan check fee to pay for consulting firm to provide timely plan check of 5 working days
Re-inspection	$92.00
For each additional plan check after the third plan check, fee shall be based on hourly rate and time as determined by Building Official	$111.00 per hour
After-Hours Inspection	1.5 times the latest hourly rate; 4 hours minimum
Certificate:	
Certificate of Occupancy - Original	No charge
Certificate of Occupancy - Subsequent	$56.00
Request for Address Change	$750.00
Garage Re-Conversion Inspection	$275.00
School Fee Application Processing	$31.00
Plan Imaging Fee	3.47/per sheet of plans
PLUMBING PERMIT	
Permit Issuance	$37.50 per permit
Minimum Plumbing Permit Fee	$69.00 per permit
Minimum Plumbing Plan Check Fee	At least 1 hour of staff time (latest hourly rate) or the calculated amount whichever is greater
For any items which fee is not provided, the permit fee shall be based on hourly rate and on time as determined by Building Official	$92.00 per hour
For any items which fee is not provided, the plan check fee shall be based on hourly rate and on time as determined by Building Official	$111.00 per hour
Re-inspection	$92.00
Plumbing Permit - Residential	
1-1,000 sq.ft.	$273 minimum
1,001-2,000 sq.ft.	$273 plus $0.28 per sq.ft. in excess of 1,000 sq.ft.

Over 2,000 sq.ft.	$551 plus $0.28 per sq.ft. in excess of 2,000 sq.ft.
Plumbing Permit - Retail & Other Commercials	
1-2,000 sq.ft.	$184 minimum
2,001-4,000 sq.ft.	$184 plus $0.05 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$275 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$367 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$551 plus $0.02 per sq.ft. in excess of 10,000 sq.ft.
Plumbing Permit - Dental & Medical Offices	
1-2,000 sq.ft.	$910 minimum
2,001-4,000 sq.ft.	$910 plus $0.19 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$1,285 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$1,469 plus $0.09 per sq.ft. in excess of 6,000 sq.ft.
Plumbing Permit - Restaurant	
1-2,000 sq.ft.	$910 minimum
2,001-4,000 sq.ft.	$910 plus $0.23 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$1,377 plus $0.23 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$1,836 plus $0.23 per sq.ft. in excess of 6,000 sq.ft.
Plumbing Permit - Industrial	
1-2,000 sq.ft.	$364 minimum
2,001-4,000 sq.ft.	$364 plus $0.05 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$459 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
6,001-8,000 sq.ft.	$551 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$643 plus $0.05 per sq.ft. in excess of 8,000 sq.ft.
Plumbing Permit - Residential Room Addition	
1-500 sq.ft.	$182 minimum
Over 500 sq.ft.	$182 plus $0.19 per sq.ft. in excess of 500 sq.ft.
PLUMBING PLANS CHECK	
Plumbing Plan Check - Retail & Other Commercials	
1-2,000 sq.ft.	$220 minimum
2,001-4,000 sq.ft.	$220 plus $0.03 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$278 plus $0.03 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$334 plus $0.03 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$445 plus $0.02 per sq.ft. in excess of 10,000 sq.ft.
Plumbing Plan Check - Dental & Medical Offices	
1-2,000 sq.ft.	$550 minimum
2,001-4,000 sq.ft.	$550 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$778 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$890 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Plumbing Plan Check - Restaurant	
1-2,000 sq.ft.	$550 minimum
2,001-4,000 sq.ft.	$550 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$778 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$890 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Plumbing Plan Check - Industrial	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.07 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$463 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.

6,001-8,000 sq.ft.	$575 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$704 plus $0.06 per sq.ft. in excess of 8,000 sq.ft.
Plumbing Plan Check - Multifamily	
1-2,000 sq.ft.	$550 minimum
2,001-4,000 sq.ft.	$550 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$778 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$890 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
PLUMBING FEES (Others)	
UNIT FEE	
For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping and backflow protection)	$170.00
Building Sanitary Waste (sewer) new or repair	$252.00
Rainwater systems	$170.00
For each sewer connection	$170.00
For each sewer cap	$170.00
Gas Piping System:	
1-5 outlets	$170.00
Each outlet in excess of 5 outlets	$28.00
For each industrial waste pre-treatment interceptor, including its trap and vent (except kitchen grease interceptors functioning as fixture traps)	$335.00
For installation, alteration or repair of water piping and/or water treating equipment	$170.00
For repair or alteration of drainage or venting piping	$170.00
For each lawn sprinkler system or any one meter including backflow protection devices	$170.00
For vacuum breakers or backflow protective devices on tanks, vats, etc. or for installation on unprotected plumbing fixtures including necessary water piping:	
1 to 5 units	$170.00
Each unit in excess of 5 units	$28.00
MECHANICAL PERMIT	
Permit Issuance	$37.50 per permit
Minimum Mechanical Permit Fee	$69.00 per permit
Minimum Mechanical Plan Check Fee	At least 1 hour of staff time (latest hourly rate) or the calculated amount whichever is greater
For any items which fee is not provided, the permit fee shall be based on hourly rate and on time as determined by Building Official	$92.00 per hour
For any items which fee is not provided, the plan check fee shall be based on hourly rate and on time as determined by Building Official	$111.00 per hour
Re-inspection	$92.00
Mechanical Permit - Residential	
1-1,000 sq.ft.	$91 minimum
1,001-2,000 sq.ft.	$91 plus $0.09 per sq.ft. in excess of 1,000 sq.ft.

Over 2,000 sq.ft.	$184 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
Mechanical Permit - Retail & Other Commercials	
1-2,000 sq.ft.	$182 minimum
2,001-4,000 sq.ft.	$182 plus $0.05 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$275 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$367 plus $0.04 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$536 plus $0.04 per sq.ft. in excess of 10,000 sq.ft.
Mechanical Permit - Dental & Medical Offices	
1-2,000 sq.ft.	$455 minimum
2,001-4,000 sq.ft.	$455 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$643 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$826 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Mechanical Permit - Restaurant	
1-2,000 sq.ft.	$455 minimum
2,001-4,000 sq.ft.	$455 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$643 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$826 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Mechanical Permit - Industrial	
1-2,000 sq.ft.	$273 minimum
2,001-4,000 sq.ft.	$273 plus $0.05 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$459 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
6,001-8,000 sq.ft.	$551 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$643 plus $0.05 per sq.ft. in excess of 8,000 sq.ft.
Mechanical Permit - Residential Room Addition	
1-500 sq.ft.	$92 minimum
Over 500 sq.ft.	$92 plus $0.18 per sq.ft. in excess of 500 sq.ft.
MECHANICAL PLANS CHECK	
Mechanical Plan Check - Retail & Other Commercials	
1-2,000 sq.ft.	$220 minimum
2,001-4,000 sq.ft.	$220 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$445 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$537 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$741 plus $0.05 per sq.ft. in excess of 10,000 sq.ft.
Mechanical Plan Check - Dental & Medical Offices	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$667 plus $0.07 per sq.ft. in excess of 6,000 sq.ft.
Mechanical Plan Check - Restaurant	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.11 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$778 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Mechanical Plan Check - Industrial	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$445 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.

6,001-8,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$667 plus $0.07 per sq.ft. in excess of 8,000 sq.ft.
Mechanical Plan Check - Multifamily	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$667 plus $0.07 per sq.ft. in excess of 6,000 sq.ft.
MECHANICAL FEES (Others)	
UNIT FEE	
Heating Appliance (Wall Unit)	$252.00
Installation or relocation of Ducts/Registers associated with HVAC System	
1 to 10 units	$252.00
Each unit in excess of 10 units	$28.00
Vent Fan	$170.00
Kitchen Hoods - Residential or Type II	$252.00
Kitchen Hoods - Type I Commercial	$335.00
Gas System	$170.00
FAU / FURNACE	
Under 10,000 BTU	$252.00
Over 10,000 BTU	$252.00
Compressor or Boiler:	
Under 3 HP	$252.00
Greater than 3 HP but less than 15 HP	$252.00
Greater than 15 HP but less than 30 HP	$252.00
Greater than 30 HP but less than 50 HP	$252.00
Greater than 50 HP	$335.00
Fire/Smoke/Environmental Dampers	
1 to 5 units	$170.00
Each unit in excess of 5 units	$28.00
Miscellaneous (For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories	$252.00
ELECTRICAL PERMIT	
Permit Issuance	$37.50 per permit
Minimum Electrical Permit Fee	$69.00 per permit
Minimum Electrical Plan Check Fee	At least 1 hour of staff time (latest hourly rate) or the calculated amount whichever is greater
For any items which fee is not provided, the permit fee shall be based on hourly rate and on time as determined by Building Official	$92.00 per hour
For any items which fee is not provided, the plan check fee shall be based on hourly rate and on time as determined by Building Official	$111.00 per hour
Re-inspection	$92.00
Electrical Permit - Residential	

1-1,000 sq.ft.	$364 minimum
1,001-2,000 sq.ft.	$364 plus $0.10 per sq.ft. in excess of 1,000 sq.ft.
Over 2,000 sq.ft.	$459 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
Electrical Permit - Retail & Other Commercials	
1-2,000 sq.ft.	$546 minimum
2,001-4,000 sq.ft.	$546 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$735 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$918 plus $0.09 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$1,285 plus $0.03 per sq.ft. in excess of 10,000 sq.ft.
Electrical Permit - Dental & Medical Offices	
1-2,000 sq.ft.	$910 minimum
2,001-4,000 sq.ft.	$910 plus $0.19 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$1,285 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$1,469 plus $0.09 per sq.ft. in excess of 6,000 sq.ft.
Electrical Permit - Restaurant	
1-2,000 sq.ft.	$546 minimum
2,001-4,000 sq.ft.	$546 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$735 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$918 plus $0.05 per sq.ft. in excess of 6,000 sq.ft.
Electrical Permit - Industrial	
1-2,000 sq.ft.	$546 minimum
2,001-4,000 sq.ft.	$546 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$735 plus $0.09 per sq.ft. in excess of 4,000 sq.ft.
6,001-8,000 sq.ft.	$918 plus $0.09 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$1,102 plus $0.09 per sq.ft. in excess of 8,000 sq.ft.
Electrical Permit - Residential Room Addition	
1-500 sq.ft.	$182 minimum
Over 500 sq.ft.	$182 plus $0.37 per sq.ft. in excess of 500 sq.ft.
ELECTRICAL PLANS CHECK	
Electrical Plan Check - Retail & Other Commercials	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$667 plus $0.07 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$927 plus $0.03 per sq.ft. in excess of 10,000 sq.ft.
Electrical Plan Check - Dental & Medical Offices	
1-2,000 sq.ft.	$440 minimum
2,001-4,000 sq.ft.	$440 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$667 plus $0.11 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$890 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Electrical Plan Check - Restaurant	
1-2,000 sq.ft.	$334 minimum
2,001-4,000 sq.ft.	$334 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.11 per sq.ft. in excess of 4,000 sq.ft.
Over 6,000 sq.ft.	$778 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Electrical Plan Check - Industrial	
1-2,000 sq.ft.	$440 minimum

2,001-4,000 sq.ft.	$440 plus $0.06 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
6,001-8,000 sq.ft.	$667 plus $0.06 per sq.ft. in excess of 6,000 sq.ft.
Over 8,000 sq.ft.	$778 plus $0.05 per sq.ft. in excess of 8,000 sq.ft.
Electrical Plan Check - Multifamily	
1-2,000 sq.ft.	$330 minimum
2,001-4,000 sq.ft.	$330 plus $0.11 per sq.ft. in excess of 2,000 sq.ft.
4,001-6,000 sq.ft.	$556 plus $0.06 per sq.ft. in excess of 4,000 sq.ft.
6,001-10,000 sq.ft.	$667 plus $0.07 per sq.ft. in excess of 6,000 sq.ft.
Over 10,000 sq.ft.	$927 plus $0.03 per sq.ft. in excess of 10,000 sq.ft.
ELECTRICAL FEES (Others)	
UNIT FEE	
Main Service Panel	
Up to 200A	$170.00
200A ≥ 1000A	$391.00
Over 1000A	$560.33
Temporary Power Pole	
Single Pole	$170.00
2 - 5 Poles	$255.00
Over 5 Poles	$680.00
Pole Lights	
1 - 5 Poles	$170.00
Over 5 Poles	Add $35 for each additional pole
MISCELLANEOUS PERMIT	
Building Permit - Re-Roof Residential - Asphalt Shingles	
1-1,000 sq.ft.	$273 minimum
1,001-2,000 sq.ft.	$273 plus $0.09 per sq.ft. in excess of 1,000 sq.ft.
Over 2,000 sq.ft.	$367 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
Building Permit - Re-Roof Residential - Tile Roof	
1-1,000 sq.ft.	$273 minimum
1,001-2,000 sq.ft.	$273 plus $0.19 per sq.ft. in excess of 1,000 sq.ft.
Over 2,000 sq.ft.	$459 plus $0.09 per sq.ft. in excess of 2,000 sq.ft.
Building Permit - Re-Roof Commercial - Flat Roof	
1-2,500 sq.ft.	$273 minimum
2,501-5,000 sq.ft.	$273 plus $0.19 per sq.ft. in excess of 2,500 sq.ft.
5,001-10,000 sq.ft.	$459 plus $0.04 per sq.ft. in excess of 5,000 sq.ft.
Over 10,000 sq.ft.	$643 plus $0.04 per sq.ft. in excess of 10,000 sq.ft.
Building Permit - Re-Roof Commercial - Tile Roof	
1-1,000 sq.ft.	$273 minimum
1,001-2,000 sq.ft.	$273 plus $0.19 per sq.ft. in excess of 1,000 sq.ft.
2,001-4,000 sq.ft.	$459 plus $0.05 per sq.ft. in excess of 2,000 sq.ft.
4,001-8,000 sq.ft.	$551 plus $0.05 per sq.ft. in excess of 4,000 sq.ft.
8,001-12,000 sq.ft.	$735 plus $0.05 per sq.ft. in excess of 8,000 sq.ft.
12,001-20,000 sq.ft.	$918 plus $0.04 per sq.ft. in excess of 12,000 sq.ft.
Over 20,000 sq.ft.	$1,224 plus $0.04 per sq.ft. in excess of 20,000 sq.ft.
Building Permit - Photovoltaic System	

Commercial	$1000 up to 50 kW, plus $7/kW for each additional kW between 51 kW-250 kW, plus $5/kW above 251 kW (AB1414)
Residential	$447 up to 15 kW, plus $15/kW for each additional kW (AB1414)
Building Permit - Swimming Pool Standard Plan	
1-300 sq.ft.	$459 minimum
301-500 sq.ft.	$459 plus $0.92 per sq.ft. in excess of 300 sq.ft.
Over 500 sq.ft.	$643 plus $0.46 per sq.ft. in excess of 500 sq.ft.
Building Permit - Swimming Pool special engineering and/or water falls	
1-300 sq.ft.	$643 minimum
301-500 sq.ft.	$643 plus $0.92 per sq.ft. in excess of 300 sq.ft.
Over 500 sq.ft.	$826 plus $0.46 per sq.ft. in excess of 500 sq.ft.
MISCELLANEOUS PLANS CHECK	
Plan Check - Re-Roof Residential - Tile Roof	
1-1,000 sq.ft.	$110 minimum
1,001-2,000 sq.ft.	$110 plus $0.08 per sq.ft. in excess of 1,000 sq.ft.
Over 2,000 sq.ft.	$185 plus $0.04 per sq.ft. in excess of 2,000 sq.ft.
Plan Check - Re-Roof Commercial - Flat Roof	
1-2,500 sq.ft.	$110 minimum
2,501-5,000 sq.ft.	$110 plus $0.04 per sq.ft. in excess of 2,500 sq.ft.
5,001-10,000 sq.ft.	$222 plus $0.02 per sq.ft. in excess of 5,000 sq.ft.
Over 10,000 sq.ft.	$334 plus $0.02 per sq.ft. in excess of 10,000 sq.ft.
Plan Check - Re-Roof Commercial - Tile Roof	
1-1,000 sq.ft.	$110 minimum
1,001-2,000 sq.ft.	$110 plus $0.11 per sq.ft. in excess of 1,000 sq.ft.
2,001-4,000 sq.ft.	$222 plus $0.10 per sq.ft. in excess of 2,000 sq.ft.
4,001-8,000 sq.ft.	$426 plus $0.10 per sq.ft. in excess of 4,000 sq.ft.
8,001-12,000 sq.ft.	$834 plus $0.09 per sq.ft. in excess of 8,000 sq.ft.
12,001-20,000 sq.ft.	$1,205 plus $0.09 per sq.ft. in excess of 12,000 sq.ft.
Over 20,000 sq.ft.	$1,946 plus $0.09 per sq.ft. in excess of 20,000 sq.ft.
Plan Check - Swimming Pool Standard Plan	
1-300 sq.ft.	$220 minimum
301-500 sq.ft.	$220 plus $0.57 per sq.ft. in excess of 300 sq.ft.
Over 500 sq.ft.	$334 plus $0.56 per sq.ft. in excess of 500 sq.ft.
Plan Check - Swimming Pool special engineering and/or water falls	
1-300 sq.ft.	$330 minimum
301-500 sq.ft.	$330 plus $0.58 per sq.ft. in excess of 300 sq.ft.
Over 500 sq.ft.	$445 plus $0.56 per sq.ft. in excess of 500 sq.ft.

Note
*Hourly Rate is the fully burdened hourly rate (FBHR) of a position that includes salary, benefits, and applicable overhead (for operational and administrative support).

**Fees remain unchanged from prior year. Staff will regularly review the above rates whenever significant changes occur in the market and re-present the new competitive rates to the City Council for approval.

EXHIBIT A-2

CITY OF BALDWIN PARK

PLANNING FEE SCHEDULE

Effective September 14, 2020

Planning Entitlement	FY 2019-20 Fee	FY 2020-21 Proposed Fee Change-Increase (Decrease)	Comments
ADMINISTRATIVE ADJUSTMENT	FBHR* of staff time + actual cost of City Attorney. ($600 deposit required per case)		CIP NO CHANGE
AMENDMENT TO ZONING CODE/GEN.PLAN/ZONE CHANGE	FBHR of staff time + actual cost of City Attorney. ($3,400 deposit required per case)		CIP NO CHANGE
DEVELOPMENT PLAN/AGREEMENT	FBHR of staff time + actual cost of City Attorney. ($2,915 deposit required per case)		CIP NO CHANGE
SPECIFIC PLAN	FBHR of staff time + actual cost of City Attorney. ($2,915 deposit required per case)		CIP NO CHANGE
CONDITIONAL USE PERMIT/ ZONE VARIANCE	FBHR of staff time + actual cost of City Attorney. ($1,750 deposit required per case)		CIP NO CHANGE
ACCESSORY DWELLING UNIT (ADU) REVIEW	FBHR of staff time + actual cost of City Attorney. ($1,000 deposit required per case)		CIP NO CHANGE
TREE REMOVAL PERMIT	$90 + $50 for each additional tree		CIP NO CHANGE
COVENANT PREPARATION	$115	$116	CIP INCREASE 0.9%.
MODEL HOME MARKETING COMPLEX PLAN	FBHR of staff time + actual cost of City Attorney. $1,000 deposit required per case)		CIP NO CHANGE
LANDSCAPE PLAN REVIEW -RESIDENTIAL	FBHR of staff time + hourly cost of consultant per hour ($1,250 deposit required)		CIP NO CHANGE
LANDSCAPE PLAN REVIEW -COMMERCIAL	FBHR of staff time + hourly cost of consultant per hour ($2,500 deposit required)		CIP NO CHANGE
Negative declaration	Actual Consultant Cost plus FBHR of staff time ($10,000 deposit required)		CIP NO CHANGE
Mitigated negative declaration	Actual Consultant Cost plus FBHR of staff time ($10,000 deposit required)		CIP NO CHANGE
ENVIRONMENTAL IMPACT REPORT REVIEW	Actual Consultant Cost plus FBHR of staff time ($10,000 deposit required)		CIP NO CHANGE
ENVIRONM'L IMPACT RPT PROCESSING	Actual Consultant cost plus FBHR of staff time ($10,000 deposit required)		CIP NO CHANGE
MAP COPY SERVICE	$11 per hard copy		CIP NO CHANGE
APPEAL TO ZONING ADMINISTRATOR	FBHR of staff time + non-refundable $951 filing fee		CIP NO CHANGE
APPEAL TO PLANNING COMMISSION	FBHR of staff time + non-refundable $951 filing fee		CIP NO CHANGE
APPEAL TO THE CITY COUNCIL	FBHR of staff time + non-refundable $951 filing fee		CIP NO CHANGE
TIME EXTENSION	$595 Flat fee	$600	CIP INCREASE 0.9%.
SIGN PROGRAM REVIEW	FBHR of staff time + actual cost of City Attorney. ($1,170 deposit required per case)		CIP NO CHANGE
TEMPORARY SIGN PERMIT	$21	$21	CIP INCREASE 0.9%.
PERMANENT SIGN PERMIT	$68	$69	CIP INCREASE 0.9%.
ZONING CONFORMANCE LETTER	$325 deposit + FBHR of staff time		CIP NO CHANGE
OUTDOOR DISPLAY REVIEW			
< 5,000 sq.ft.	$357	$360	CIP INCREASE 0.9%.
> 5,000 sq.ft.	$593	$598	CIP INCREASE 0.9%.
OUTDOOR DINING REVIEW	FBHR of staff time + actual cost of City Attorney. ($175 deposit required)		CIP NO CHANGE
GENERAL PLAN SURCHARGE			CIP NO CHANGE
< $100,000	0.75% of value		CIP NO CHANGE
> $100,000	$750+0.50% of value over $100,000		CIP NO CHANGE
Minimum amount	$26		CIP NO CHANGE
BUSINESS LICENSE REVIEW	$10.50	$11	CIP INCREASE 0.9%.
PLANNING PLAN REVIEW SURCHARGE (% of the building valuation)	0.23% of value ($45 minimum)		CIP NO CHANGE
Commercial/Industrial	Combined and see above		CIP NO CHANGE
Residential			CIP NO CHANGE
PLANNING DESIGN REVIEW			CIP NO CHANGE
TENTATIVE PARCEL MAP	FBHR of staff time + actual cost of City Attorney. ($3,500 deposit required)		CIP NO CHANGE

CITY OF BALDWIN PARK EXHIBIT A-2

PLANNING FEE SCHEDULE

Effective September 14, 2020

TENTATIVE TRACT MAP			FBHR of staff time + actual cost of City Attorney. ($4,080 deposit required)		CIP NO CHANGE
PRELIMINARY PLAN REVIEW			$1,700 Flat Fee	$1,715	CIP INCREASE 0.9%.
PRELIMIARY PLAN REVIEW (DOWNTOWN)			$0	FBHR of staff time + hourly cost of consultant per hour ($2,000 deposit required)	New fee please add
PRELIMINARY PLAN REVIEW (MIXED-USE)			$0	FBHR of staff time + hourly cost of consultant per hour ($2,500 deposit required)	New fee please add
PLANNING DESIGN REVIEW**					
Industrial/Commercial/Office New Construction - Square Footage	No. of Residential Dwelling Units	Maximum Industrial / Commercial / Office Remodel Value			
1-1,000	1	$100,000	$416	$420	CIP INCREASE 0.9%.
1,001-3,000	2-4	$200,000	$595	$599	CIP INCREASE 0.9%.
3,001-6,000	5-6	$400,000	$803	$807	CIP INCREASE 0.9%.
6,001-10,000	7-10	$700,000	$1,040	$1,044	CIP INCREASE 0.9%.
10,001-15,000	11-15	$1,000,000	$1,457	$1,461	CIP INCREASE 0.9%.
15,001-20,000	16-20	$1,500,000	$1,754	$1,758	CIP INCREASE 0.9%.
20,001-27,000	21-25	Over $1,500,000	$2,050	$2,054	CIP INCREASE 0.9%.
27,001-35,000	26-35		$2,350	$2,354	CIP INCREASE 0.9%.
35,001-45,000	36-45		$2,705	$2,709	CIP INCREASE 0.9%.
45,001-60,000	46-60		$3,090	$3,094	CIP INCREASE 0.9%.
60,001-100,000	61-100		$3,537	$3,541	CIP INCREASE 0.9%.
100,001-150,000	101-150		$3,984	$3,988	CIP INCREASE 0.9%.
Over 150,000	Over 150		$4,578	$4,582	CIP INCREASE 0.9%.

* FBHR is the fully burdened hourly rate of a position that includes salary, benefits, and applicable overhead (for operational and administrative support).

** Fee, Plus FBHR of staff time after the first **two** plan reviews

CITY OF BALDWIN PARK EXHIBIT A-3

PUBLIC WORKS FEE SCHEDULE

Effective September 14, 2020

Service / Application	FY 2019-20 Fee	FY 2020-21 Proposed Fee Change-Increase (Decrease)	Comments
PARCEL (FINAL) MAP	$3,000 plus $75 per parcel		
TRACT (FINAL) MAP	$2,990 for 1st 4 lots/units plus $195 for each additional lot/unit for first three plan checks		
	$225 for each additional plan check		
EASEMENT DEED REVIEW	$495		
EASEMENT CHECKING	$495		
MONUMENT INSPECTION	$270 for first monument plus $65 for additional monument		
MAP CONSISTENCY VERIFICATION	$440		
WAIVER & COMPLIANCE CERTIFICATION	$400		
AGREEMENT/IMPROVEMENT SECURITY	$450		
IMPROVEMENT AGREEMENT TIME EXTENSION	$500		
ADDITIONAL PLAN SUBMITTAL	Not In Use		
FINAL MAP TIME EXTENSION			
Six months	$275		
Twelve months	$550		
CERTIFICATE OF CORRECTION	$1200		
CERTIFICATE OF COMPLIANCE	$2000		
STREET VACATION PROCESSING	$2200		
COVENANT & AGREEMENT REVIEW	$1000		
LOT LINE ADJUSTMENT	$3300		
ENGINEERING DOCUMENT/ STUDY/ REPORT REVIEW (GEOTECHNICAL REPORT, HYDROLOGY & HYDRULICS REPORT, LOW IMPACT DEVELOPMENT LID REPORT, TRAFFIC STUDY, MISCELLANEOUS DOCUMENTS, ETC.)	$1,600/each		
EXPEDITED MAP/PLAN CHECK	1-1/2 times the original fee		
OTHER ENGINEERING SERVICES	$50 per hour with minimum one hour		
ENCROACHMENT PERMIT-LANE CLOSURE			
Per occurrence	$175		
Monthly permit	$490		
Annual permit	$3750		
ENCROACHMENT PERMIT-ROAD CLOSURE	$650		
ENCROACHMENT PERMIT-OVERHEAD STRUCT.	$560		
STREET CUT PLAN CHECK & INSPECTION			
TRENCH LENGTH:			
Up to 10 sq.ft.	$115		
11 to 100 sq.ft.	$115 plus $1.25 per sq.ft. over 10'		
Over 100 sq.ft.	$228 plus $1.04 per sq.ft. over 100'		
SEWER DYE TEST	$240		
STREET NAME CHANGE PROCESSING	$1,590 plus $175 per sign		
STREET ADDRESS CHANGE	None		
PRIVATE DIRECTIONAL SIGN	$2,500 for two years		
GRAFFITI ABATEMENT AGREEMENT	Not In Use		
OVER WIDTH/HEIGHT/WEIGHT PERMIT	$16 single trip permit; $90 annual permit (fees set by State)		
GRADING & EXCAVATION PLAN CHECK			
50 to 100 cubic yards	$380		
101 to 1,000 cubic yards	$380 + $82 per 100 CY		
1,001 to 10,000 cubic yards	$1,120 + $200 per 1,000 CY		
10,001 to 100,000 cubic yards	$2,920 + $275 per 10,000 CY		
> 100,000 cubic yards	$5,395 + $435 per 100,000 CY		
DRAINAGE PLAN CHECK			
One to three lots	$250 for the first lot		
Four or more lots	$115 for each additional lot		
EROSION CONTROL PLAN CHECK			
Less than 1 acre	$130		
1 acre but less than 5 acres	$500		
OFFSITE IMPROVEMENTS PERMIT (PLAN CHECK AND INS			
$0 - $999	$175		
$1,000 - $9,999	$175 + 11% of value over $1,000		
$10,000 - $49,999	$1,165 + 8% of value over $10,000		
$50,000 - $99,999	$4,365 + 4% of value over $50,000		
$100,000 - $999,999	$6,365 + 2% of value over $100,000		
Street Improvements (such as curb only, cross gutter, sidewalk, driveway approach, curb & gutter, ADA ramp, etc.)	Refer to Fees under Offsite Improvement Permit		
Storm Drain Improvements (such as parkway drain, catch basin, manhole, SD mainline and lateral, etc.)	Refer to Fees under Offsite Improvement Permit		
Traffic Improvements (such as red curbs, striping, lettering/ arrow, street name signs, traffic regulatory signs, traffic signal, etc.)	Refer to Fees under Offsite Improvement Permit		
Sewer Improvements (such as manhole, sewer mainline and lateral, etc.)	Refer to Fees under Offsite Improvement Permit		
Other Improvements (such as Street light and street tree installation, etc.)	Refer to Fees under Offsite Improvement Permit		
GRADING & EXCAVATION INSPECTION			
50 - 100 cubic yards	$355		
101 - 1,000 cubic yards	$355+$65 per 100 CY		
1,001 - 10,000 cubic yards	$940+$85 per 100 CY		

CITY OF BALDWIN PARK EXHIBIT A-3

PUBLIC WORKS FEE SCHEDULE

Effective September 14, 2020

Service / Application	FY 2019-20 Fee	FY 2020-21 Proposed Fee Change-Increase (Decrease)	Comments
10,001 - 100,000 cubic yards	$1,705+$30 per 100 CY		
> 100,000 cubic yards	$1,980.00		
DRAINAGE INSPECTION			
One to three lots	$300 for first lot		
Four or more lots	$115 for each additional lot		
EROSION INSPECTION			
Less than 1 acre	$385 first three acres		
1 acre but less than 5 acres	$125 each additional acre		
SEWER SEDDLE AND WYE	$500/each		
TRAFFIC CONTROL PLAN CHECK	$85 + 75/HR		
OTHER FIELD INSPECTION	FBHR*		
RE-INSPECTION	FBHR*		
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) INSPECTION	FBHR*		
C&D MATERIALS MANAGEMENT			
DEMOLITION	$300 for 1st review		
	$75 for each subsequent review		
CONSTRUCTION	$300 for 1st review		
	$75 for each subsequent review		
C&D MATERIALS MANAGEMENT ADMIN FEE			
DEMOLITION	$100		
CONSTRUCTION	$100		
C&D MATERIALS MANAGEMENT RE-ROOF PROJECT	$75		
After Hours Work and Inspection		FBHR* (4 hours minimum)	NEW FEE
Plant Street Tree	$0	$175 each	NEW FEE
Install Curb Core	$0	$175 each	NEW FEE
Waste Bin	$0	$20 each	NEW FEE
After the fact permit fee	$0	2 x Permit Fee	NEW FEE

* FBHR is the fully burdened hourly rate of a position that includes salary, benefits, and applicable overhead (for operational and administrative support).

CITY OF BALDWIN PARK EXHIBIT A-4

POLICE FEE SCHEDULE

Effective September 14, 2020

Service / Application	FY 2019-20 Fee	FY 2020-21 Proposed Fee Change-Increase (Decrease)	Comments
POLICE REPORT COPY			
Direct from Department	$55		
PHOTOGRAPH COPY RELEASE	$25 for first picture; $5 for each additional picture		
RELEASE/STORAGE OF FIREARMS			
If completed within one calendar year of receipt	$50		
Every month after first calendar year	$2.0		
VEHICLE CITATION VERIFICATION	$15.50		
FINGERPRINT CARD PREPARATION	$16.50		
IMPOUND/STORED VEHICLE RELEASE			
Vehicle release	$245		
IMPOUND/STORED VEHICLE RELEASE-DUI	$0	$400	NEW CATEGORY, TO BE CONSISTENT WITH SURROUNDING AGENCIES
VENDOR CART/MDSE STORAGE+RELEASE			
Cart	$245		
CIVIL SUBPOENA SVC BY OFFICER			
Federal subpoena	$40		
All others	$275		
SUBPOENA (DUCES TECUM/RECORDS)			
Labor per hour	$24		
Per page copy of document	$0.10-$0.20		
Per CD/Cassette tape - audio recording	$5		
Per DVE/Video tape - video recording	$10		
Preparation of documents for subpoena	$15		
RESIDENTIAL ALARM PERMIT & RESPONSE			
Annual alarm permit	$26		
False alarm charge (residential)			
1st offense			
2nd offense	$42	$33	TO BE CONSISTENT WITH SURROUNDING AGENCIES
3rd offense	$83	$42	TO BE CONSISTENT WITH SURROUNDING AGENCIES
4th offense	$125	$50	TO BE CONSISTENT WITH SURROUNDING AGENCIES
5th+ offense	$125	$100	TO BE CONSISTENT WITH SURROUNDING AGENCIES
Appeal fee	$8		
COMMERCIAL ALARM PERMIT & RESPONSE			
Annual alarm permit	$73		
False alarm charge (commercial)			
1st offense	Free		
2nd offense	$73	$100	TO BE CONSISTENT WITH SURROUNDING AGENCIES
3rd offense	$146	$175	TO BE CONSISTENT WITH SURROUNDING AGENCIES
4th offense	$218	$250	TO BE CONSISTENT WITH SURROUNDING AGENCIES
5th+ offense	$218	$250	TO BE CONSISTENT WITH SURROUNDING AGENCIES
Appeal fee	$16	$25	TO BE CONSISTENT WITH SURROUNDING AGENCIES
"PAY TO STAY" JAIL SERVICE	$100		
BOOKING FEE	$170 (includes one day jail time); $100 for each additional day in jail		
ROBBERY FALSE ALARM	$0	$100	NEW CATEGORY
NON-REGISTERED RESIDENTIAL FALSE ALARM	$0	$150	NEW CATEGORY
FIRST FALSE ALARM	$0	$175	NEW CATEGORY
SECOND FALSE ALARM	$0	$225	NEW CATEGORY
THIRD FALSE ALARM	$0	$275	NEW CATEGORY
FOURTH FALSE ALARM	$0	$325	NEW CATEGORY
FIFTH OR MORE FALSE ALARM	$0	$375	NEW CATEGORY

CITY OF BALDWIN PARK EXHIBIT A-5

RECREATION PROGRAM FEE SCHEDULE

Effective September 14, 2020

Program	Description	FY 2019-20 Fee	
		Residents	Non-Residents
Swim Lessons	Children	$45	$60
	Adults	$55	$75
Recreational Swimming	Youth 0 – 17 years	$1	$2
	Adults 18 – 54 years	$2	$3
	Senior Citizens 55 years +	$0.75	$1.75
Weight Room	Monthly 8 - 17 years	$12	$15
	Annual 8 - 17 years	$100	$150
	Monthly 18 years+	$22	$32
	Annual 18 years+	$180	$300
Boxing Program	Monthly 8 - 17 years	$12	$15
	Annual 8 - 17 years	$100	$150
	Monthly 18 years+	$22	$32
	Annual 18 years+	$200	$300
Facility Rentals			
	Aquatic Center		
	1 – 20 people	$67/hr	$98/hr
	21 – 50 people	$93/hr	$182/hr
	51 – 100 people	$121/hr	$250/hr
	101 – 150 people	$174/hr	$306/hr
	DEPOSIT	$150	$150
	Basketball Gym		
	100 or less	$60/hr	$110/hr
	101 or more	$80/hr	$140/hr
	DEPOSIT	$150	$150
	Amphitheater		
	Amphitheater	$78/hr	$105/hr
	Lights	$40/hr	$65/hr
	Security Guard	$30/hr	$30/hr
	DEPOSIT	$300	$300

CITY OF BALDWIN PARK EXHIBIT A-5

RECREATION PROGRAM FEE SCHEDULE

Effective September 14, 2020

Program	Description	FY 2019-20 Fee	
		Residents	Non-Residents
	Community Center		
	Game Room	$46/hr	$82/hr
	DEPOSIT	$100	$100
	Dance Studio	$32/hr	$55/hr
	*Meeting Rm-Single	$35/hr	$55/hr
	*Meeting Rm-Double	$55/hr	$110/hr
	Morgan Park		
	Picnic Shelter (1-40)	$82 Flat	$108Flat
	Picnic Shelter (41-80)	$118 Flat	$128 Flat
	Athletic Field	$60/hr	$110/ hr
	Lights	$40/hr	$65/hr
	Senior Center		
	Celebration Hall (100 or less)	$125/hr	$160/hr
	Celebration Hall (101 or more)	$160/hr	$200/hr
	Security Guard	$30/hr	$30/hr
	DEPOSIT	$500	$500
	*Single Meeting Rooms (Adobe East/West, Avoca	$35/hr	$55/hr
	*Double Meeting Rooms (Adobe East & West)	$55/hr	$110/hr
	DEPOSIT	$150	$150
	Arts & Recreation Center		
	Celebration Hall (100 or less)	$125/hr	$160/hr
	Celebration Hall (100 or more)	$160/hr	$200/hr
	Security Guard	$30/hr	$30/hr
	DEPOSIT	$500	$500
	*Multipurpose Room	$50/hr	$78/hr
	DEPOSIT	$150	$150
	Executive Board Room	$52/hr	$78/hr
	DEPOSIT	$200	$200
	Dance Studio	$32/hr	$55/hr
	DEPOSIT	$150	$150
	Amphitheater	$82/hr	$105/hr
	Security Guard	$30/hr	$30/hr
	DEPOSIT	$300	$300
	Family Service Center		

CITY OF BALDWIN PARK EXHIBIT A-5

RECREATION PROGRAM FEE SCHEDULE

Effective September 14, 2020

Program	Description	FY 2019-20 Fee	
		Residents	Non-Residents
	Hall	$75/hr	$120/hr
	DEPOSIT	$150	$150
	*Meeting Room	$35/hr	$55/hr
	DEPOSIT	$150	$150
	Barnes Park Family Recreation Center		
	*Meeting Room	$35/hr	$55/hr
	DEPOSIT	$150	$150
	Game Room	$26/hr	$51/hr
	DEPOSIT	$100	$100
	Picnic Shelter (1-40)	$82 Flat	$118 Flat
	Picnic Shelter (41-80)	$118 Flat	$128 Flat
	DEPOSIT	$100	$100
	Athletic Field	$60/hr	$110/hr
	Lights	$40/hr	$65/hr
	DEPOSIT	$150	$150
	Teen Center		
	*Meeting Room	$35/hr	$65/hr
	DEPOSIT	$150	$150
	Game Room	$46/hr	$82/hr
	Rock Wall	$21/hr	$26/hr
	DEPOSIT	$100	$100
	Hilda L. Solis Park		
	Picnic Shelter (41-80)	$118 Flat	$128 Flat
	DEPOSIT	$100	$100
	Walnut Creek Nature Park		
	Gazebo	$50/hr	$75/hr
	DEPOSIT	$150	$150
	Syhre Park		
	Athletic Field	$60/hr	$110/hr
	Lights	$40/hr	$65/hr
	DEPOSIT	$150	$150
	Equipment		
	TV/VCR	Not Available	Not Available
	P.A. System	Not Available	Not Available
	Slide Projector	Not Available	Not Available
	Screen	Not Available	Not Available
	Podium	Not Available	Not Available
	Inflatable/Mechanical Ric	$25/day	$30/day
	Decorating / Set Up Fee	$50/hr	$55/hr

CITY OF BALDWIN PARK EXHIBIT A-5

RECREATION PROGRAM FEE SCHEDULE

Effective September 14, 2020

Program	Description	FY 2019-20 Fee	
		Residents	Non-Residents
	Processing Fee (Per Application)	$25	$30

NOTE

Fees remain unchanged from prior year. Staff will regularly review the above rates whenever significant changes occur in the market and re-present the new competitive rates to the City Council for approval.

CITY OF BALDWIN PARK EXHIBIT A-6

ANIMAL CARE AND CONTROL LICENSE FEE SCHEDULE

Effective September 14, 2020

(Fees Remain Unchanged from Prior Fiscal Year)

	Unaltered Dog	Altered Dog	Senior* (60 years+) Owned Altered Dog	Military Veterans** with Disabilities Owned Altered Dog	Unaltered Cat	Altered Cat	Field Enforcement Fee	Penalty Fee***
FY 2019-20 Current Fee****	$60.00	$20.00	$7.50	$7.50	$10.00	$5.00	$40.00	Same as License Fee

*** Penalty fee is assessed if the license fee is paid more than 30 days late.

****Current fee includes County processing fee.

***** Fees remain unchanged from prior year. Staff will regularly review the above rates whenever significant changes occur in the market and re-present the new competitive rates to the City Council for approval.

CITY OF BALDWIN PARK

EXHIBIT A-7

BUSINESS LICENSE FEE SCHEDULE

Effective September 14, 2020

Advertising	$80.00 Each
Billiard & Pool Hall	$50.00 + $15.00 for Ea. Table in Excess of One
Bowling Alley	$50.00 + $15.00 for Ea. Lane in Excess of One
Carnival / Circus	$62.50 per day + $12.50 Ea. Ride + Temporary Use Permit $125.00 per day maximum

Vending Machines	
Game or Mechanical Rides	$60.00 Each
Juke Box	$15.00 Each
Cigarette & Tobacco Machine	$10.00 Each
Merchandise or Service	
Machine Activated at 25¢ or more	$10.00 Each
Machine Activated at 24¢ or less	$ 5.00 Each
Postage Stamp Machines	$ 1.25 Each
Pool Table	$50.00 First Table + $15.00 Each Table In Excess of One
Vending Machine Delivery	See Retail/Wholesale Delivery
Dance Hall	$250.00 Per Year
Theatre	$0.25 Each Fixed Seat or Car Space
Auctioneer	$175.00 Not Prorated
Vehicle/Trailers New/Used	$100.00
Auto Wrecking Yard	$80.00+ ($7.00 for Each Employee over Three)

General Contractor	$100.00 Per Year
General Contractor-Home OCC	$50.00 Per Year
Asphalt Contractor	$50.00 Per Year
Concrete Contractor	$50.00 Per Year
Demolition Contractor	$50.00 Per Year
Electrical Contractor	$50.00 Per Year
Fence/Block Wall Contractor	$50.00 Per Year
Flooring Contractor	$50.00 Per Year
Heating/Air Cond. Contractor	$50.00 Per Year
Masonry Contractor	$50.00 Per Year
Painting Contractor	$50.00 Per Year
Patio/Awning Contractor	$50.00 Per Year
Pipeline Contractor	$50.00 Per Year
Plumbing Contractor	$50.00 Per Year
Roofing Contractor	$50.00 Per Year
Sewer Contractor	$50.00 Per Year
Sign/Neon Contractor	$50.00 Per Year
Swimming Pool Contractor	$50.00 Per Year
Plaster/Drywall Contractor	$50.00 Per Year
Miscellaneous Contractor	$50.00 Per Year
Home Occupation Contractor	$50.00 Per Year

$50.00 FOR EACH PRACTICING MEMBER + $9.00 FOR EACH EMPLOYEE OVER THREE (3)

Accountant	Mortician
Appraiser	Optician
Architect	Optometrist
Attorney at Law	Osteopath Physician
Auditor	Physiotherapist
Bacteriologist	Surveyor
Chemist	Veterinarian
Chiropodist	X-ray Lab
Chiropractor	Professional-Home OCC
Dentist	
Engineering Consultant	Professional-Other than
Geologist	Specified

$50.00 + $9.00 FOR EACH EMPLOYEE OVER THREE (3)

Auto Parts/Supplies	Dry Cleaner	Nursery/Florist
Auto Repair, Paint or Bodywork	Entertainment	Produce Store
	Furniture Store	Retail Stores-All
Bakery	Gasoline Station	Savings & Loan Co.
Barber Shop	Grocery Store	Security Patrol
Beauty Salon	Income Tax Service	Shoe Store
Burglar Alarm Co.	Jewelry Store	Termite & Pest Control
Clothing Store	Liquor Store	Trucking Company
Dog Kennel	Manufacturing	Wholesale Sales
Drive-In Dairy	Meat Market	T.V. Repair
Drug Store/Pharmacy	Misc. Services	

Filmmaking	$100.00 Each Day
Rentals-Apartments	$15.00 Each Unit
Rentals-Single Family Unit	$30.00 Each Unit
Rentals-Commercial	$50.00 + (95¢ per every $1,000 in rental income in excess of $25,000 annually)
Real Estate	$100.00 + $7.00 for Each Employee over 3
Real Estate-Home OCC	$50.00
Beer Tavern	*Per Seating Capacity, from:*
Cocktail Lounge	0-25 $ 50.00
Restaurant	26-100 $ 75.00
Drive-In/Take Out Food	101 & Over $150.00
Rest Homes/Convalescent	$50.00 + $5.00 for Each Bed
Rooming House	$10.00 Per Bed
Laundromat	$50.00 Per Year
Self-Serv. Car Wash	$50.00 Per Year
Solicitor per person	$100.00 Per Year or $15.00 Per Day
Solicitor per person-OCC	$ 50.00 Per Year or $15.00 Per Day
Solicitor per company	$300.00 (not to exceed 15 individual solicitors)
Home Occupations - All	$50.00 Per Year
Bingo Licenses	$50.00 Per Year
BUSINESS NOT SPECIFICALLY NAMED	$50.00 + $9.00 for each employee over 3

Warehouse, Distribution Storage	$100.00+(3¢ per sq ft of chargeable covered and enclosed space)
Motorized Vendor Vehicles	$145.00 per Vehicle (Sale of Goods on Public Right-of-Way or Private Property)
Retail/Wholesale Delivery Retail/Wholesale Delivery-Home OCC	$50.00 per Vehicle + $10.00 for Each Additional Vehicle
Hospital	$100.00 + $5.00 for Each Bed
Hotel Motel Trailer Park	$50.00 + $5.00 for Each Unit over three (3)
Newspaper-Daily Newspaper-Weekly	$100.00 Per Year
Junk Dealer Pawnshop	$50.00 + $7.00 for Each Employee over three (3)

Note: The business license fees remain unchanged from prior years.

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR

For Release: Wednesday, June 10, 2020 20-1208-SAN

WESTERN INFORMATION OFFICE: San Francisco, Calif.
Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west
Media contact: (415) 625-2270

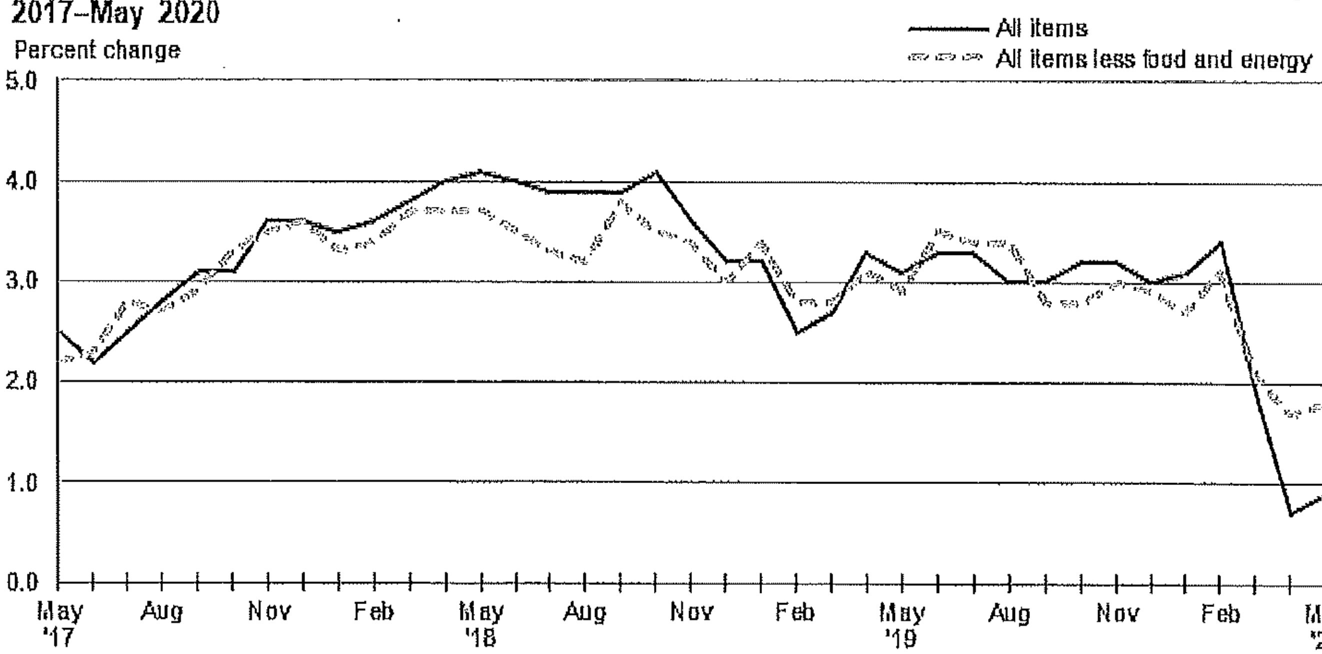
Consumer Price Index, Los Angeles area – May 2020

Area prices were up 0.4 percent over the past month, up 0.9 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.4 percent in May, the U.S. Bureau of Labor Statistics reported today. (See table A.) Assistant Commissioner for Regional Operations Richard Holden noted that the May increase was influenced by higher prices for food and medical care. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 0.9 percent. (See chart 1 and table A.) The index for all items less food and energy advanced 1.8 percent over the year. Food prices rose 4.5 percent. Energy prices fell 17.4 percent, largely the result of a decrease in the price of gasoline. (See table 1.)

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, May 2017–May 2020



Source: U.S. Bureau of Labor Statistics.

Food

Food prices increased 1.1 percent for the month of May. (See table 1.) Prices for food at home rose 2.0 percent, and prices for food away from home advanced 0.3 percent for the same period.

Over the year, food prices rose 4.5 percent. Prices for food away from home increased 4.9 percent since a year ago, and prices for food at home rose 4.2 percent.

Energy

The energy index increased 1.2 percent over the month. The increase was mainly due to higher prices for natural gas service (18.6 percent). Prices for electricity rose 3.8 percent, but prices for gasoline decreased 3.1 percent for the same period.

Energy prices fell 17.4 percent over the year, largely due to lower prices for gasoline (-30.5 percent). Prices paid for natural gas service increased 15.8 percent, and prices for electricity advanced 6.9 percent during the past year.

All items less food and energy

The index for all items less food and energy moved up 0.2 percent in May. Higher prices for medical care (2.3 percent) and shelter (0.2 percent) were partially offset by lower prices for new and used motor vehicles (-0.9 percent) and recreation (-0.7 percent).

Over the year, the index for all items less food and energy advanced 1.8 percent. Components contributing to the increase included medical care (5.6 percent) and shelter (3.5 percent). Partly offsetting the increases were price decreases in apparel (-5.0 percent) and household furnishings and operations (-1.5 percent).

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2016		2017		2018		2019		2020	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.7	3.1	0.9	2.1	0.8	3.5	0.7	3.2	0.8	3.1
February	0.0	2.4	0.6	2.7	0.7	3.6	0.1	2.5	0.3	3.4
March	0.3	1.7	0.3	2.7	0.4	3.8	0.6	2.7	-0.7	1.9
April	0.2	2.0	0.2	2.7	0.4	4.0	1.0	3.3	-0.3	0.7
May	0.5	1.4	0.3	2.5	0.4	4.1	0.2	3.1	0.4	0.9
June	0.1	1.8	-0.2	2.2	-0.2	4.0	0.0	3.3		
July	0.0	1.1	0.3	2.5	0.2	3.9	0.1	3.3		
August	0.0	1.4	0.3	2.8	0.2	3.9	0.0	3.0		
September	0.2	1.9	0.4	3.1	0.5	3.9	0.5	3.0		
October	0.4	2.2	0.4	3.1	0.5	4.1	0.7	3.2		
November	-0.4	1.8	0.1	3.6	-0.3	3.6	-0.3	3.2		
December	0.0	2.0	0.0	3.6	-0.3	3.2	-0.6	3.0		

The June 2020 Consumer Price Index for the Los Angeles area is scheduled to be released on July 14, 2020.