



Board of Commissioners Meeting

January 22, 2019

AGENDA

O (559) 443-8400

F (559) 445-8981

1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

Regular Joint Meeting of the Boards of Commissioners of the Fresno Housing Authority

5pm - January 22, 2019

1331 Fulton Street, Fresno, CA 93721

Interested parties wishing to address the Boards of Commissioners regarding this meeting's Agenda Items, and/or regarding topics not on the agenda but within the subject matter jurisdiction of the Boards of Commissioners, are asked to complete a "Request to Speak" card which may be obtained from the Board Secretary (Tiffany Mangum) at 4:45 p.m. You will be called to speak under Agenda Item 3, Public Comment.

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, signers, assistive listening devices, or translators should be made at least one (1) full business day prior to the meeting. Please call the Board Secretary at (559) 443-8475, TTY 800-735-2929.

5pm

1. **Call to Order and Roll Call**
2. **Approval of agenda as posted (or amended)**

The Boards of Commissioners may add an item to this agenda if, upon a two-thirds vote, the Boards of Commissioners find that there is a need for immediate action on the matter and the need came to the attention to the Authority after the posting of this agenda.

3. **Public Comment**

This is an opportunity for the members of the public to address the Boards of Commissioners on any matter within the subject matter jurisdiction of the Boards of Commissioners that is not listed on the Agenda. At the start of your presentation, please state your name, address and/or the topic you wish to speak on that is not on the agenda. Presentations are limited to a total of three (3) minutes per speaker.

4. **Potential Conflicts of Interest** – *Any Commissioner who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. (Gov. Code section 87105)*5. **Consent Agenda**

All Consent Agenda items are considered to be routine action items and will be enacted in one motion unless pulled by any member of the Boards of Commissions or the public. There will be no separate discussion of these items unless requested, in which event the item will be removed the Consent Agenda and considered following approval of the Consent Agenda.

- | | |
|--|----|
| a. Consideration of the minutes of December 18, 2018 | 6 |
| b. Consideration of the 2019 Agency Salary Schedule | 13 |
| c. Consideration of Out of State Travel | 19 |

6. **Informational**

- | | |
|--|----|
| a. Resident Services Presentation – Low-Income Home Energy Assistance Program (LIHEAP) by Fresno EOC | 21 |
| b. Resident Empowerment Presentations Framework | 22 |
| c. Fresno Housing Intern Presentation | 23 |
| d. Overview of Homeless Strategies | 31 |
| e. Real Estate Development Update | 44 |

7. **Action**

- | | |
|---|----|
| a. Consideration of Line of Credit – Housing Relinquished Fund Corps | 45 |
| b. Consideration of Approval of Memorandum of Understanding for Permanent Supporting Housing Memorandum of Understanding – County of Fresno | 49 |
| c. Consideration of California Housing Finance Agency Loan Application – Kingsburg Senior Project | 77 |
| d. City: Consideration of the Submission of the Section-Eight Management Assessment Program (SEMAP) Certification | 82 |

	PAGE #
<ul style="list-style-type: none"> e. County: Consideration of the Submission of the Section-Eight Management Assessment Program (SEMAP) Certification 	85
8. Commissioners' Report	
9. Executive Director's Report	88
10. Closed Session	
<ul style="list-style-type: none"> a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b)) Property: APN: 466-191-09; 1828 Broadway St., Fresno, CA 93721 Agency Negotiator: Preston Prince Negotiating Parties: Fresno Housing Authority; Bains Sukhwant Singh & Gian Kaur Trs Under negotiation: Price and Terms b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b)) Property: APN: 416-040-09; 130 W. Barstow Ave., Fresno, CA 93704 Agency Negotiator: Preston Prince Negotiating Parties: Fresno Housing Authority; Gary R. Perez Under Negotiation: Price and Terms c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b)) Property: APN: 313-021-32, 313-101-25; Northeast Corner of Marion Ave. and Fancher Creek Drive, Fresno, CA 93727 Agency Negotiator: Preston Prince Negotiating Parties: Fresno Housing Authority; Chris Westlake of Domius Consortium, LLC Under Negotiation: Price and Terms 	
11. Report on Closed Session Items	
12. Action	
<ul style="list-style-type: none"> a. Ratification of the Purchase and Sale Agreement – 1828 Broadway Street b. Ratification of the Purchase and Sale Agreement – Barstow Commons c. Consideration of Funding Application Submission – Econo Inn d. Consideration of Funding Application Submission – Plaza Terrace 	94 104

	PAGE #
e. Consideration of Funding Application Submission – Barstow Commons	114

13. **Adjournment**

Minutes of the Joint Meeting
Of the Boards of Commissioners of the
HOUSING AUTHORITIES OF THE CITY AND COUNTY OF FRESNO

Tuesday, December 18, 2018

5:00 P.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a regular session on Tuesday, December 18, 2018 at the offices of HACCF, located at 1331 Fulton Street, Fresno, California.

1. The regular meeting was called to order at 5:04 p.m. by Board Chair, Commissioner Jones, of the Board of Commissioners of the Housing Authority of City of Fresno. Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Adrian Jones, Chair
 Caine Christensen, Vice Chair
 Terra Brusseau
 Sharon Williams
 Ruby Yanez

ABSENT: Rueben Scott
 Stacy Vaillancourt

The meeting was called to order at 5:04 p.m. by Board Chair, Commissioner Sablan, of the Board of Commissioners of the Housing Authority of Fresno County. Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Stacy Sablan, Chair
 Mary G. Castro, Vice Chair
 Venilde Miller
 Joey Fuentes
 Nikki Henry
 Cary Catalano
 Valori Gallaher

ABSENT: None

Also, in attendance were the following: Preston Prince, CEO/Executive Director, and Ken Price, Baker Manock and Jensen -General Counsel.

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

Item 11 Closed Session on the agenda was moved to be considered after item 5 Potential Conflict of Interest.

There were no public comments.

CITY MOTION: *Commissioner Christensen moved, seconded by Commissioner Yanez, to approve the agenda as amended.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Gallaher moved, seconded by Commissioner Catalano, to approve the agenda as amended.*

MOTION PASSED: 6-0

Around 5:10pm Commissioner Henry joined the Board Meeting.

3. PUBLIC COMMENT

There were no public comments.

4. POTENTIAL CONFLICTS OF INTEREST

Commissioner Catalano recused himself from items 8c and 8g due to perceived a Conflict of Interest.

5. ELECTIONS OF THE 2019-2020 OFFICERS-COUNTY BOARD OF COMMISSIONERS

County Chair Board of Commissioners:

Commissioner Fuentes moved, seconded by Commissioner Castro to approve Commissioner Sablan as Chair for the County Board of Commissioners.

County Vice Chair Board of Commissioners:

Commissioner Fuentes moved, seconded by Commissioner Sablan to approve Commissioner Castro as Vice Chair for the County Board of Commissioners.

Around 5:20pm Commissioner Brusseau joined the Board Meeting.

6. CLOSED SESSION

The Boards went into closed session at approximately 5:24 pm.

a. PUBLIC EMPLOYEE EVALUATION

Title: CEO

The Boards returned to open session at approximately 5:40 p.m.

7. REPORT ON CLOSED SESSION

There were no items to report at this time.

8. CONSENT AGENDA

All Consent Agenda items are considered to be routine action items and will be enacted in one motion unless pulled by any member of the Boards of Commissions or the public. There will be no separate discussion of these items unless requested, in which event the item will be removed from the Consent Agenda and considered following approval of the Consent Agenda.

- a. Consideration of the minutes of November 27, 2018
- b. Consideration of Contract Renewal – Grounds Maintenance
- c. Consideration of the Investment Policy
- d. Consideration of the 2019 Agency Calendar

CITY MOTION: Commissioner Brusseau moved, seconded by Commissioner Williams to approve the Consent Agenda Items A-D.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Miller moved, seconded by Commissioner Fuentes to approve the Consent Agenda Items A-D.

MOTION PASSED: 7-0

9. INFORMATIONAL

a. Resident Services Presentation – Fresno County Library

Ms. Mary Helen Caggianelli, Assistant Manager-Resident Services, introduced our presenter, Ms. Annika Janzen, a Community Librarian for the Fresno County Public Library. Ms. Annika Janzen presented on this topic.

b. Presentation on the 2019 Mixed Finance Budgets

Ms. Emily De La Guerra presented on this topic.

Around 5:59pm Commissioner Castro left the meeting.

c. Real Estate Development Update

Mr. Michael Duarte and Ms. Tracewell Hanrahan presented on this topic.

10. ACTION

Commissioner Catalano left the room during the discussion and voting for items c and g.

Ms. Emily De La Guerra presented on these Action Items.

a. Consideration of the 2019-2020 Agency Goals and Strategic Priorities

CITY MOTION: Commissioner Brusseau moved, seconded by Commissioner Yanez to approve the 2019-2020 Agency Goals and Strategic Priorities.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Henry moved, seconded by Commissioner Catalano to approve the 2019-2020 Agency Goals and Strategic Priorities.

MOTION PASSED: 6-0

b. Consideration of the 2019 Agency Operations and Housing Assistance Program Budgets

CITY MOTION: Commissioner Williams moved, seconded by Commissioner Brusseau to approve the 2019 Agency Operations and Housing Assistance Program Budgets.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Fuentes moved, seconded by Commissioner Miller to approve the 2019 Agency Operations and Housing Assistance Program Budgets.

MOTION PASSED: 6-0

c. Consideration of the Approval of the Legal Services Contract – General Counsel

Commissioner Catalano recused himself from this item.

CITY MOTION: Commissioner Yanez moved, seconded by Commissioner Christensen to approve the Legal Services Contract – General Counsel.

MOTION PASSED: 5-0

COUNTY MOTION: *Commissioner Gallaher moved, seconded by Commissioner Miller to approve the Legal Services Contract – General Counsel.*

MOTION PASSED: 5-0

- d. Consideration of the Approval of the Legal Services Contract – Human Resources

CITY MOTION: *Commissioner Christensen moved, seconded by Commissioner Yanez to approve the Legal Services Contract – Human Resources.*

MOTION PASSED: 5-0

COUNTY MOTION: *Commissioner Henry moved, seconded by Commissioner Gallaher to approve the Legal Services Contract – Human Resources.*

MOTION PASSED: 6-0

- e. Consideration of the Approval of the Legal Services Contract – Federal and State of California Matters

CITY MOTION: *Commissioner Williams moved, seconded by Commissioner Christensen to approve the Legal Services Contract – Federal and State of California Matters.*

MOTION PASSED: 5-0

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Gallaher to approve the Legal Services Contract – Federal and State of California Matters.*

MOTION PASSED: 6-0

- f. Consideration of the Approval of the Legal Services Contract – Affordable Housing Development

CITY MOTION: *Commissioner Brusseau moved, seconded by Commissioner Christensen to approve the Legal Services Contract – Affordable Housing Development.*

MOTION PASSED: 5-0

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Miller to approve the Legal Services Contract – Affordable Housing Development.*

MOTION PASSED: 6-0

- g. Consideration of the Approval of the Legal Services Contract – Unlawful Detainers

Commissioner Catalano recused himself from this item.

CITY MOTION: Commissioner Brusseau moved, seconded by Commissioner Yanez to approve the Legal Services Contract – Unlawful Detainers.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Fuentes moved, seconded by Commissioner Henry to approve the Legal Services Contract – Unlawful Detainers.

MOTION PASSED: 5-0

11. COMMISSIONERS' REPORT

Commissioner Catalano briefly commented that he talked to Supervisor Quintero regarding the report known as the “White Paper” on Homelessness. He suggested that this report be reviewed and the Boards discuss the role FH will have. Mr. Prince stated that January 2019 would be good time to discuss this report.

Commissioner Brusseau suggested for Supervisor Quintero to come and present on this report to the Commissioners.

Commissioner Jones thanked everyone for sending their letters asking our lawmakers to finalize the fiscal year’s budget in order to avoid a government shutdown.

January 24, 2019 the FH Board Dinner will take place.

12. EXECUTIVE DIRECTOR’S REPORT

In addition to the written Director’s report, the following items were announced:

- Mr. Prince announced this is Ms. Shaniece Childress’ last board meeting. He thanked her for the more than 10 years of service with the Fresno Housing Authority.

13. ACTION

a. Consideration of the CEO Compensation

CITY MOTION: Commissioner Yanez moved, seconded by Commissioner Brusseau to approve the CEO Compensation.

MOTION PASSED: 5-0

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Miller to approve the CEO Compensation*

MOTION PASSED: 6-0

14. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 7:45 p.m.

Preston Prince, Secretary to the Boards of Commissioners

BOARD MEMO

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Fresno, California 93721
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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO / Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 5b

AUTHOR: Scott Fetterhoff

SUBJECT: Resolution to Approve the 2019 Agency Salary Schedule

Executive Summary

The purpose of this memo is to provide an update to the Boards of Commissioners on the Agency salary schedule.

Each year the Boards approve the annual Agency operating budget in December. Within the submitted budget proposal, there are projections for payroll costs associated with currently held positions, current openings for budgeted positions, and future projected staffing needs for the Agency. In addition, the annual budget includes projections for any increased costs associated with salaries and benefits. Salary and benefit changes for represented employees were discussed with the Boards in October and approved at the November 27, 2018 meeting of the Boards of Commissioners.

CalPERS (California Public Employees' Retirement System) requires that the salary schedule be approved and adopted annually by each employer's governing body or bodies.

Recommendation

It is recommended that the Boards of Commissioners act to approve and adopt the attached 2019 Agency Salary Schedule.

Fiscal Impact

The salaries included in this schedule are for current positions, budgeted openings, and/or positions that could be budgeted in the projected future and all costs associated with the positions are included in the 2019 adopted budget.

Fresno Housing Authority 2019 Salary Schedule

18-Dec-18

<u>Classification / Position Title</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Chief Executive Officer	\$234,334	
<u>Chief</u>	\$102,000	\$217,000
Deputy Executive Director		
Chief of Staff		
Chief Administrative Officer		
Chief Development Officer		
Chief Financial/Compliance Officer		
Chief Operations Officer		
<u>Director</u>	\$85,000	\$140,000
Director of Finance & Administrative Services		
Director of Housing Management		
Director of Planning & Community Development		
Director of Human Resources & Org Development		
Director of Housing Choice Voucher (Assisted Housing)		
Director of Strategic Initiatives & Housing Programs		
Director of Administrative Services		
<u>Assistant Director</u>	\$76,500	\$126,000
Assistant Director Planning & Community Development		
Assistant Director Housing Choice		
Assistant Director Housing Management		
<u>Senior Manager</u>	\$70,000	\$121,000
Senior Manager- Planning & Community Development		
Senior Manager- Information Technology & Systems		
Senior Manager-Property Operations		
Senior Manager- Housing Choice		
Senior Manager- Housing Programs & Community Engagement		
Senior Manager-Neighborhood Initiatives		
Controller		
<u>Manager II</u>	\$66,300	\$110,000
IT/IS Manager		
District Manager		
Construction Operations Manager		
Manager - Case Management, Intake, & Leasing		
Manager - Inspections & Quality Assurance		
Housing Programs Manager		
Accounting Manager		
Human Resources Manager		
<u>Manager I</u>	\$56,100	\$90,000
Quality Assurance and Special Projects Manager		
Resident Engagement Manager		
Assisted Housing Manager		
Property Operations Manager		
Asset Manager		
Community Development Manager		
Communications Manager		
<u>Senior Analyst</u>	\$52,000	\$85,000
Assistant Manager - Maintenance		
Assistant Manager - Inspections & Quality Assurance		

Assistant Manager - Intake, Leasing & Case Management		
Assistant Manager - Housing Choice		
Assistant Manager- Homeless Initiatives		
Assistant Manager- Resident Services		
Senior Database Administrator		
Senior Financial Analyst		
Senior Systems Administrator		
Area Manager		
Senior Analyst - Asset Management		
Senior Analyst - Housing Programs		
Senior Analyst - Human Resources		
Senior Analyst - Planning & Community Development		
Senior Policy Analyst		
Senior Analyst - Quality Assurance		
Senior Accountant		
Special Assistant, CEO		
<u>Analyst</u>	\$45,000	\$80,000
Systems Administrator		
Database Administrator & Report Writer		
Asset Management Analyst		
Construction Project Manager		
Financial Analyst		
Budget Analyst		
Quality Assurance Analyst		
Quality Assurance Analyst - HMIS		
Business Operations Analyst		
Program Analyst		
Community Development Analyst		
Human Resources Analyst		
Accountant		
Training and Development Analyst		
Property Manager		
Property Operations Analyst		
Supervisor - Inspections		
Supervisor - Intake, Leasing & Case Management		
<u>Coordinator</u>	\$44,000.00	\$68,000.00
Procurement Coordinator		
Housing Systems Coordinator		
Administrative Services Coordinator		
Administrative Coordinator		
Community Coordinator		
Operations Coordinator		
Budget Coordinator		
Accounting Coordinator		
Communications Coordinator		
Training Coordinator		
Asset Management Coordinator		
Community Development Coordinator		
Quality Assurance Coordinator		
Fiscal Services Coordinator		
Human Resources Coordinator		
Human Resources Coordinator II		
Payroll Coordinator		
Resident Services Coordinator		
Project Coordinator HAC		
Community Safety Investigator		
Development Services Coordinator		
Training Coordinator		

Training and Special Projects Coordinator		
Technical Support Coordinator & Report Writer		
Accounts Payable Coordinator		
IT Help Desk Coordinator		
Senior Specialist	\$46,121.84	\$56,061.39
Maintenance Lead		
Maintenance Specialist		
HQS Enforcement Specialist		
Housing Navigator		
Senior Housing Quality Inspector		
Senior Housing Specialist		
Senior Leasing Specialist		
Senior Property Specialist		
Specialist	\$35,697.12	\$53,391.93
Market Specialist		
Payroll Specialist		
Program Integrity Specialist		
Owner Service Specialist		
Wait List Specialist		
Accounting Specialist		
Housing Specialist		
Leasing Specialist		
Property Specialist II		
Quality Assurance Specialist		
Community Development Specialist		
Maintenance Technician		
Housing Quality Inspector		
Property Specialist I		
Clerical/Asst	\$33,207.20	\$48,000.00
Administrative Assistant - Executive Office		
Administrative Assistant II		
Human Resources Assistant		
Property Assistant		
Maintenance Assistant		
Custodian		
HQS Inspections Scheduler		
Office Assistant II - Quality Assurance		
Office Assistant II - Case Management		
Office Assistant II - Records Management		
Office Assistant II - Wait List		
Office Assistant II - Floater		
Office Assistant II - Operations		
Receptionist		
Intern	\$24,960.00	\$41,600.00
Accounting Intern		
Businss Operations Intern		
CCRH (California Coalition for Rural Housing) Intern		
Communications/Marketing Intern		
Construction Management Intern		
Finance Intern		
HMIS (Homeless Management Information Systems) Intern		
Human Resources Intern		
Information Technology & Systems Intern		
Property Operations Intern		
Research Data Analysis Intern		
Resident Services Intern		

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION TO APPROVE AND ADOPT THE FRESNO HOUSING
AUTHORITY 2019 SALARY SCHEDULE

WHEREAS, The California Public Employees' Retirement System (CalPERS) requires participating agencies to have a publicly available pay schedule that is duly approved and adopted by the Agency's governing body; and

WHEREAS, The Fresno Housing Authority and SEIU Local 521 have historically agreed upon represented salary schedules; and

WHEREAS, Fresno Housing Authority staff submit an annual budget proposal to its Boards of Commissioners for approval, which includes current openings for budgeted positions, and future projected staffing needs for the Agency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno does hereby approve and adopt the 2019 Fresno Housing Authority Salary Schedule.

PASSED AND ADOPTED THIS 22nd DAY OF January, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION TO APPROVE AND ADOPT THE FRESNO HOUSING
AUTHORITY 2019 SALARY SCHEDULE**

WHEREAS, The California Public Employees' Retirement System (CalPERS) requires participating agencies to have a publicly available pay schedule that is duly approved and adopted by the Agency's governing body; and

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WHEREAS, Fresno Housing Authority staff submit an annual budget proposal to its Boards of Commissioners for approval, which includes current openings for budgeted positions, and future projected staffing needs for the Agency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County does hereby approve and adopt the 2019 Fresno Housing Authority Salary Schedule.

PASSED AND ADOPTED THIS 22nd DAY OF January, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:.

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: Jan. 21, 2019

AGENDA ITEM: 5c

AUTHOR: Tiffany Mangum

SUBJECT: Consideration of Out of State Travel – CEO and Commissioners

Executive Summary

Out-of-State Travel is requested for the CEO/Executive Director and/or Commissioners* as follows:

Date	Location	Event
1/10-1/11/19	Miami, FL	Novogradac Tax Credit Developers Conference*
2/24-2/25/19	New Orleans, LA	Nan McKay Conference
2/28-3/1/19	Boulder, CO	Housing, Health, and Education Collaborative Convening
3/20-3/22/19	Washington, DC	CLPHA Spring Conference*
4/7-4/9/19	Washington, DC	NAHRO Washington Conference*
4/30-5/2/19	Indianapolis, IN	Corporation for Supportive Housing
5/16-5/17/19	Washington, DC	CLPHA Housing Is Summit*
6/13-6/14/19	Washington, DC	National Org. for African Americans in Housing Conference*
7/11-7/13/19	Boston, MA	NAHRO Summer Conference*
7/22-7/24/19	Washington, DC	National Alliance to End Homelessness Conference*

Recommendation

It is recommended the Boards of Commissioners of the Fresno Housing Authority, approve the aforementioned out-of-state travel itinerary and attendee(s).

Fiscal Impact

All travel and conference expenditures are within budget, and funds have been previously approved as part of the FY2019 Operating Budgets submitted and approved in December 2018.

**Commissioners may attend with the CEO.*


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TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 6a

AUTHOR: Angie Nguyen

SUBJECT: Resident Services Presentation: Fresno Economic Opportunities
Commission – Low Income Home Energy Assistance Program (LIHEAP)

Executive Summary

Gilda Arreguin, Community Services Director and Lola Mireles, LIHEAP Supervisor with Fresno Economic Opportunities Commission will present information regarding the Low Income Home Energy Assistance Program (LIHEAP) that assists families with energy costs. LIHEAP provides federally funded assistance in managing costs associated with; Home Energy Bills, Energy Crisis and Weatherization and Energy Related Minor Home Repairs. Additional information will be provided at the Boards of Commissioners meeting.

Recommendation

No action is necessary. This item is informational only.

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: January 17, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 6d

AUTHOR: Angie Nguyen

SUBJECT: Resident Empowerment Presentations Framework

Executive Summary

Following discussion with the Executive Committee, staff will provide a framework to communicate updates on Resident Empowerment strategies to the Boards of Commissioners throughout 2019. This framework will build a better understanding of the activities and impact of the Board's investment and commitment to empowering our residents through the services provided.

The key areas included in this framework are:

- Data/Outcomes
- Progress on Pilot Programs
- Partnerships
- Resident Stories

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince



CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 23, 2019

AGENDA ITEM: 6c

AUTHOR: Aysha Hills

SUBJECT: Fall Intern Presentation

Executive Summary

Staff will introduce Marcella Lopez, a student at Fresno State University and fall Intern. Marcella worked in Resident Services and will present on her experience and learnings as an intern at the Fresno Housing Authority.

Recommendation

None at this time. This item is informational only.



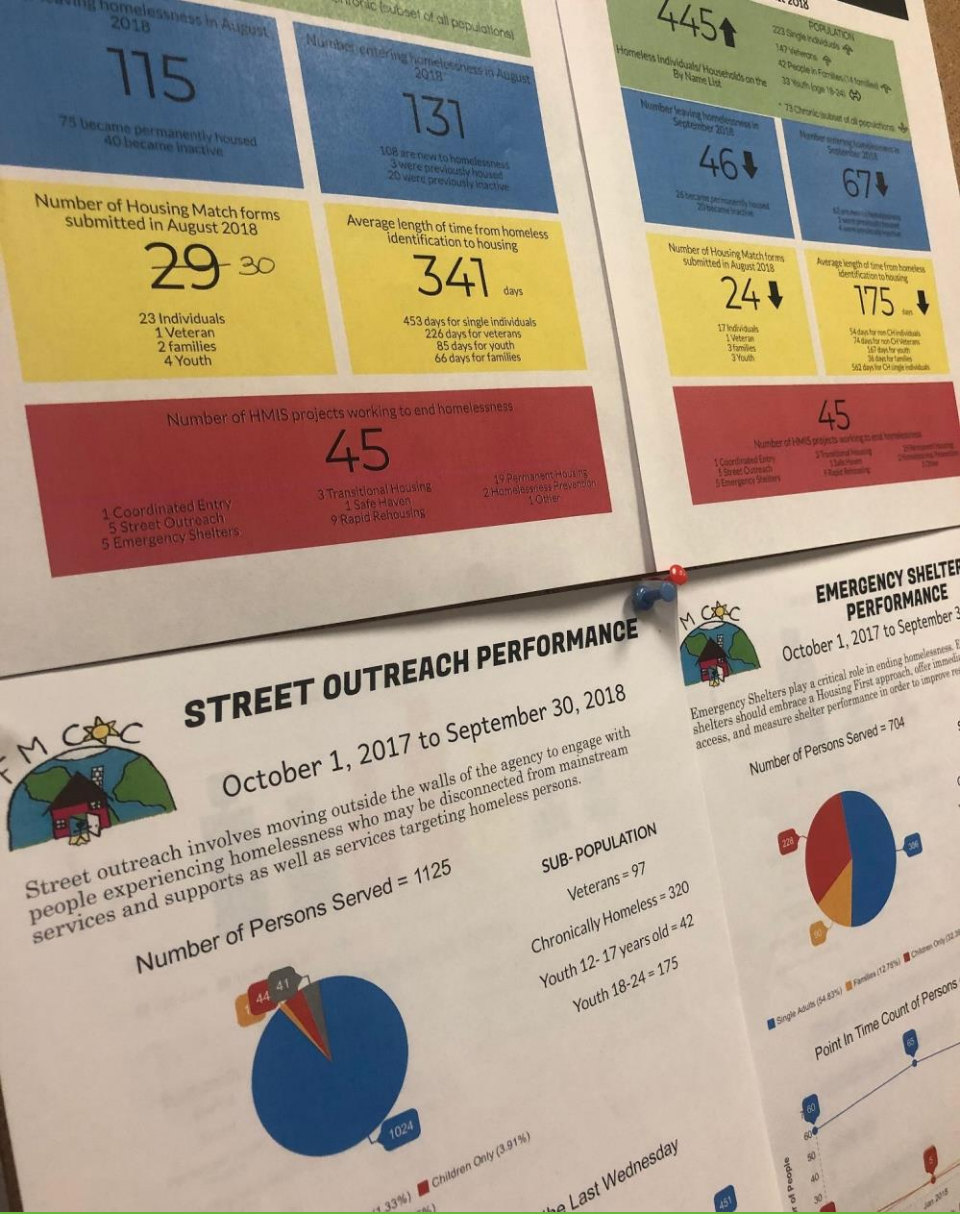
Culture of Data

***MARCELLA LOPEZ-SCHMIDT
Homeless Management Information
System Intern, 2018***



Marcella Lopez-Schmidt
CSU Fresno-
Cultural Anthropology

*Why would a cultural anthropologist
want to work in a data department?*

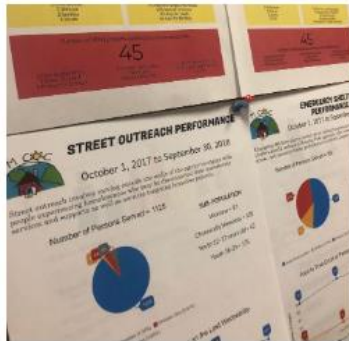


Research Question?

What would it look like to intentionally humanize HMIS data, from collection to analysis?

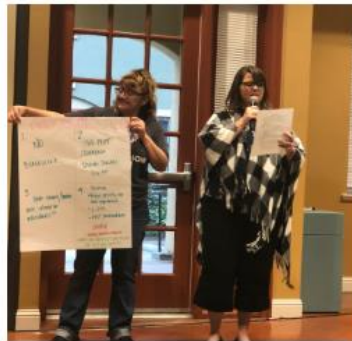
Key Moments

Projects that facilitated growth as a student intern



EVALUATION TOOLS

- Development
- Review by HMIS committee
- Implementation



CONFERENCE

- Participation
- Feedback facilitation
- Action Planning



INTERNSHIP DESCRIPTION

- Developing language and role
- Continuing progress



Research Takeaways

*We must remember that **data** represents many people, both clients and providers who use the system.*

The questions we ask, determine what we measure.

Internship Takeaways

Fresno Housing Authority culture



CULTURE OF COLLABORATION

- Interdisciplinary coordination



ORGANIZATIONAL CULTURE

- Friendly
- Enthusiastic
- Supportive
- Prioritizes Development



CULTURE OF INNOVATION

- Welcoming of ideas across positions, departments and partners

Thank you!



BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 6d

AUTHOR: Angie Nguyen

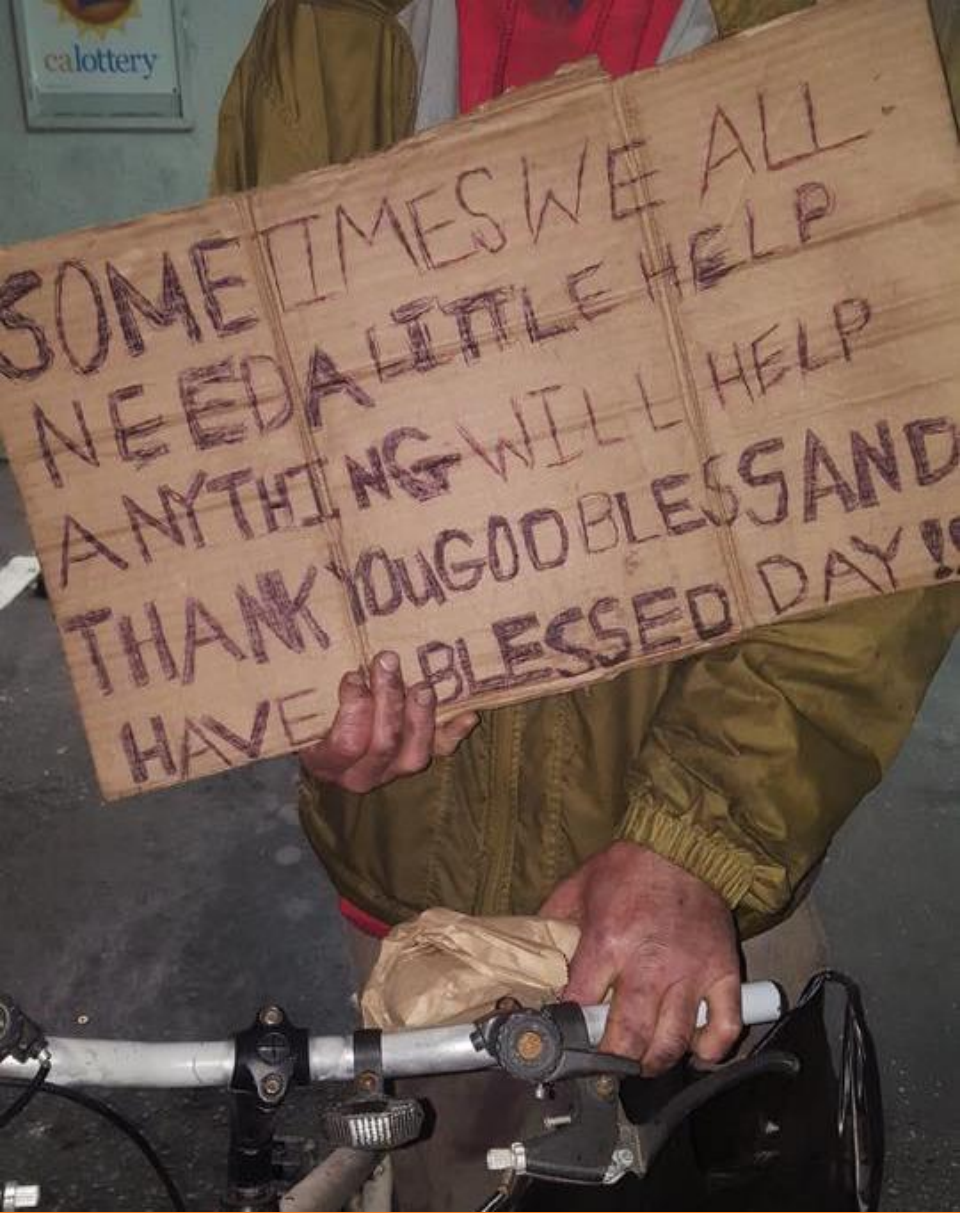
SUBJECT: Overview of Homeless Strategies

Executive Summary

Staff will present an update on the community's conversations surrounding the *Street 2 Home Fresno County: A Framework for Action* that was previously discussed at the September 2018 Board Retreat. The September powerpoint presentation is attached for reference.

Recommendation

No action is necessary. This item is informational only.



Homelessness: Next Steps and the Agency's Role

*Board Retreat
September 14, 2018
Preston Prince*

Progression: 2010-Present

What we did

Initiative:

- Leadership
- 100K Homes to Built for Zero
- De-encampment

Policy:

- Alignment of programs and prioritization
- Housing First
- Assessment Tool

Action:

- Data Collection (HMIS)
- PSH Housing
- Map Point
- Collaborative Applicant

Framework Recommendations Report

- Engage Barbara Poppe in November 2017
 - Community Interviews
 - Review of Data
 - 2 Fresno Visits with numerous stakeholder meetings
 - Connect to Seattle, Santa Clara, and San Francisco practitioners
- Framework Recommendations Report
 - 4 Areas of Focus; 13 strategies




Pillar 1 – Alignment and Community Engagement

Adopt Collective Impact

- Assist in community conversation on Framework Recommendations Report (FH Board, FMCoC, City, County)
- Assist in formation of Street2Home with operational considerations (org structure, board structure, operating agreements, board membership)
- Potential funder of the Street2Home operations
- Influence messaging to the public

Data

- Provide additional support for HMIS data collection and analysis
- Identify and implement methods for improved program evaluation
- Regular reporting to S2H – system performance measures



Pillar 2 – Reduce Inflow to Homelessness

Diversion

- Evaluate the success of diversion (data)
- Continue agency path in preventing homelessness with forward thinking policies i.e.; Re-entry program, CBC look back periods
- Use our experience to inform goals and strategies of County-wide Diversion Program



Community Center

Pillar 3 – Improve Crisis Response

Crisis Response

- Analyze crisis response models for efficiency and best practices
- Advise S2H and CoC on selection criteria for funding and selection of Crisis Centers
- Potential developer of crisis response facility in partnership with service provider
- Lead on providing appropriate exit strategies
- Use expertise to inform strategies for landlord outreach and incentives, including mitigation fund



Pillar 4 – Increase Exits to Permanent Housing and Services

Permanent Housing

- Permanent Housing
 - Ignite Program in collaboration with Dept of Behavioral Health
 - Implement PSH pipeline of 200 units in 3 years

BOARD MEMO

O (559) 443-8400
F (559) 445-8981

1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 6e

AUTHOR: Christina Husbands

SUBJECT: Real Estate Development Update

Executive Summary

Staff will present an overview of current real estate activities.

Recommendation

None at this time. Informational only.

BOARD MEMO

O (559) 443-8400

F (559) 445-8981

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Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 7a

AUTHOR: Nicole Diaz

SUBJECT: Consideration of Line of Credit from the Housing Relinquished Fund Corporation

Executive Summary

The purpose of this agenda item is to request that the Boards of Commissioners consider approving a temporary line of credit from the Housing Relinquished Fund Corporation (HRFC) to fund Agency operations and Housing Assistance Payments temporarily in the event of a prolonged government shutdown during the 2019 calendar year.

Annually, the Fresno Housing Authority receives approximately 80% of its operating revenue from the U.S. Department of Housing and Urban Development (HUD) to fund affordable housing for over 50,000 Fresno County residents through the Housing Choice Voucher (formerly known as "Section 8"), Public Housing, and the Project Based Rental Assistance programs. Despite the government shutdown, the Agency fully intends to continue normal operations of providing housing and services to residents and public partners. While HUD funding distributions will be released once federal budget legislation is adopted, there may be a need to utilize short-term alternatives to essentially "cover" the funds held in suspense due to federal closure.

To increase available working capital, the Agency is seeking approval to utilize a revolving line of credit from the Housing Relinquished Fund Corp. of up to \$5 million dollars, as needed, during a government shutdown in calendar year 2019.

Recommendation

It is recommended that the Boards of Commissioners approve an interest-free line of credit of up to \$5 million to the Fresno Housing Authority for purposes of temporarily funding Agency operations and Housing Assistance Payments in the event of a government shutdown in the 2019 calendar year.

Fiscal Impact

There will be no permanent fiscal impact as the line of credit will not accrue interest.

Background Information

The start of the new budget year for the Federal government is October 1st. For the 2019 Federal budget, lawmakers did not anticipate having an approved budget by the end of September, so they passed a “Continuing Resolution”(CR) through December 21, 2018. As that date approached, subsequent funding legislation has not been passed, resulting in partial government shutdown. The Department of Housing and Urban Development (HUD) is one department that remains unfunded at this time. HUD has notified Public Housing Authorities (PHA’s) that February payments for the Housing Choice Voucher Program and the Public Housing operating funds will be made available. As of today, however, there is no approved Federal budget and no approved Continuing Resolution.

RESOLUTION NO. _____

APPROVAL OF A LINE OF CREDIT TO THE HOUSING AUTHORITY OF THE CITY OF
FRESNO FROM THE HOUSING RELINQUISHED FUND CORP

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

WHEREAS, the Federal Fiscal Year typically begins annually on October 1st; and,

WHEREAS, a Federal Budget or Continuing Resolution must be in place prior to the beginning of each Federal Fiscal Year to appropriate and authorize Federal expenditures; and,

WHEREAS, without an approved Federal Budget or Continuing Resolution a government shutdown will go into effect; and

WHEREAS, a government shutdown may delay normal ongoing funding distributions to the Fresno Housing Authority; and

WHEREAS, delays in said funding distributions may create the need for additional working capital in order for Fresno Housing Authority to continue its core operations.

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Fresno Housing Authority, or his designee, is hereby authorized to utilize up to \$5 million of Housing Relinquished Fund Corp. funds as a revolving line of credit, at 0% interest, on as needed basis in the event of a government shutdown in the 2019 calendar year to fund operations and Housing Assistance Payments for the Fresno Housing Authority.

PASSED AND ADOPTED THIS 22nd day of January 2019. I, the undersigned, hereby certify that the governing body with the following vote duly adopted the foregoing Resolution, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

APPROVAL OF A LINE OF CREDIT TO THE HOUSING AUTHORITY OF FRESNO
COUNTY FROM THE HOUSING RELINQUISHED FUND CORP

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE FRESNO COUNTY

WHEREAS, the Federal Fiscal Year typically begins annually on October 1st; and,

WHEREAS, a Federal Budget or Continuing Resolution must be in place prior to the beginning of each Federal Fiscal Year to appropriate and authorize Federal expenditures; and,

WHEREAS, without an approved Federal Budget or Continuing Resolution a government shutdown will go into effect; and

WHEREAS, a government shutdown may delay normal ongoing funding distributions to the Fresno Housing Authority; and

WHEREAS, delays in said funding distributions may create the need for additional working capital in order for Fresno Housing Authority to continue its core operations.

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Fresno Housing Authority, or his designee, is hereby authorized to utilize up to \$5 million of Housing Relinquished Fund Corp. funds as a revolving line of credit, at 0% interest, on as needed basis in the event of a government shutdown in the 2019 calendar year, to fund operations and Housing Assistance Payments for the Fresno Housing Authority.

PASSED AND ADOPTED THIS 22nd day of January 2019. I, the undersigned, hereby certify that the governing body with the following vote duly adopted the foregoing Resolution, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

O (559) 443-8400
F (559) 445-8981

1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince



CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 7b

AUTHOR: Quincy Boren

SUBJECT: Execution of MOU with County of Fresno Department of Behavioral Health: Special Needs Housing Program (SNHP) Supportive Housing & No Place Like Home (NPLH) Housing Developments

Executive Summary

The attached Memorandum of Understanding (MOU) between the Housing Authority of the City of Fresno, CA (HACF) is the collaboration with the County of Fresno Department of Behavioral Health (DBH) to develop permanent supportive housing for Fresno County residents. The State of CA has issued a Notice of Funding Availability (NOFA) for the No Place Like Home Program, a permanent supportive housing program intended to assist persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless to obtain housing with supportive services. The program has two groups of funding available. The first are the non-competitive NPLH funds, where monies are awarded based on program formula allocations. The second group is the competitive NPLH funds, where the proposed developments would compete with other submitted project applications throughout the State.

In conjunction with the NPLH program, Staff has also been in discussion with County DBH Staff to access a third set of permanent supportive housing funds. The County administers the Special Needs Housing Program (SNHP), previously awarded State permanent supportive housing dollars. The funds are currently available through the County DBH program to be partnered with the NPLH dollars in an effort to bring much needed supportive housing to the Fresno community.

The proposed MOU is the formal agreement recognizing the allocation of \$2,183,000 in non-competitive NPLH funds, as well as \$6,168,706 in SNHP funds to the Fresno Housing Authority (FH) for the development of a minimum of 39 SNHP housing and 15 NPLH units, as well as designating FH as the Developer Sponsor in the submission of the competitive NPLH funding and potential future supportive housing funding applications. The term for the MOU expires on June 30, 2022, with two potential one-year extensions.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno, CA approve the attached Memorandum of Understanding

with the County of Fresno Department of Behavioral Health, (DBH) to work together to develop permanent supportive housing for Fresno County residents.

Fiscal Impact

No fiscal impact to the Agency.

Background Information

The proposed MOU represents a continued partnership with the County of Fresno Department of Behavioral Health. FH has previously partnered with Fresno County in the development of permanent supportive housing utilizing MHSFSA financing, which resulted in the Renaissance developments of Trinity, Alta Monte and Santa Clara; providing permanent supportive housing for homeless individuals living with a severe mental illness who reside within Fresno County. DBH and FH have previously entered into two (2) separate agreements to develop permanent supportive housing which expired by their own terms in June 30, 2012 and June 30 2015.

1
2 **MEMORANDUM OF UNDERSTANDING**

3 **Between**

4 **The County of Fresno**

5 **And**

6 **The Fresno Housing Authority**
7

8 **THIS MEMORANDUM OF UNDERSTANDING** hereinafter referred to as "MOU" or
9 "Agreement" is made and entered into this _____ day of _____, 2019 (the "Effective Date") by
10 and between the **County of Fresno**, a political subdivision of the State of California, hereinafter referred
11 to as "COUNTY," and **The Fresno Housing Authority**, hereinafter referred to as "FHA."

12 **WHEREAS**, the State of California, Housing and Community Development (HCD) has made
13 available No Place Like Home (NPLH) non-competitive and competitive funding to California counties.

14 **WHEREAS**, The County of Fresno will compete with other California counties for up to \$92
15 million in the first of four (4) annual funding rounds for HCD NPLH financing for the purpose of
16 developing permanent supportive housing for adults, transitional age youth, or children and their families
17 who reside within Fresno County and who are Homeless, Chronically Homeless or At-Risk of Chronic
18 Homelessness as a result of their serious mental illness and/or severe emotional disturbance and are in
19 need of mental health services; and

20 **WHEREAS**, the Mental Health Services Act, Special Needs Housing Program (SNHP), which is
21 administered by the California Housing Finance Agency (CalHFA), allows local governments, such as
22 the COUNTY, to use Mental Health Services Act (MHSA) and other local funds to commit financing for
23 SNHP housing units for individuals with serious mental illness, and their families, who are Homeless or
24 at risk of Homelessness;

25 **WHEREAS**, by this MOU, the FHA is requesting and the COUNTY commits to allocate up to
26 \$6,168,706 (Six million one hundred sixty-eight thousand seven hundred and six dollars) in SNHP funds
27 and up to \$2,183,000 (Two million one hundred eighty-three thousand dollars) of Non-Competitive
28 NPLH funds to develop a minimum of 39 SNHP housing and 15 NPLH units;

1 **WHEREAS**, the FHA, among other things, coordinates financing, develops and manages
2 supportive housing developments in Fresno County, and;

3 **WHEREAS**, the FHA previously partnered with Fresno County in the development of permanent
4 supportive housing utilizing MHSA financing, which resulted in the Renaissance developments of
5 Trinity, Alta Monte and Santa Clara; providing permanent supportive housing for homeless individuals
6 living with a severe mental illness who reside within Fresno County; and

7 **WHEREAS**, the FHA represents that it is a qualified developer and borrower of permanent
8 supportive housing developments in Fresno County; and

9 **WHEREAS**, COUNTY and FHA previously entered into two (2) separate agreements to develop
10 permanent supportive housing (County Agreement # 08-114 and # 12-445) which expired by their own
11 terms June 30, 2012 and June 30 2015, respectively; and

12 **WHEREAS**, the parties desire to enter into this new Agreement, wherein the parties will develop,
13 operate and maintain new permanent supportive housing projects for residents of Fresno County living
14 with severe mental illness and/or serious emotional disturbances and who are Homeless, Chronically
15 Homeless, or At-Risk of Chronic Homelessness, all in accordance with the HCD NPLH program
16 Guidelines; Welfare and Institutions Code Sections 5849 and 5890; the MHSA Housing Guidelines; the
17 SNHP; and other future permanent supportive housing funding sources, as identified.

18 NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated
19 herein by this reference, and the mutual covenants and undertakings contained herein, the receipt and
20 sufficiency of which is hereby acknowledged, the parties agree as follows:

21 **1. PURPOSE**

22 The COUNTY and FHA desire to develop, operate and maintain permanent supportive housing
23 opportunities in accordance with supportive housing funding source program guidelines and regulations.
24 To do so, the COUNTY and FHA will research and pursue permanent supportive housing development
25 opportunities.

26 **2. RESPONSIBILITIES**

27 A. The FHA shall be responsible to:
28

1 (1) Under the direction of COUNTY, prepare any future, agreed upon HCD
2 NPLH, or other permanent supportive housing funding sources, supportive housing application(s). The
3 HCD NPLH supportive housing application, SNHP, and any additional supportive housing applications
4 would include the FHA as the developer, property manager and owner; however, any role or
5 responsibility of FHA in any supportive housing program application shall be determined by COUNTY.
6 Any supportive housing application completed by the FHA shall be approved by the COUNTY and such
7 approval shall not be unreasonably withheld. The Application(s) shall comply with all state fair housing
8 laws, regulations and directives as required by the funding source, i.e. HCD NPLH, SNHP, MHSA, etc.
9 As part of any supportive housing program application process, both COUNTY and FHA shall research
10 and identify potential housing sites to be funded with HCD NPLH or SNHP funds and/or other applicable
11 funding sources or identify other funding sources that can be utilized and/or leveraged to provide for the
12 development of permanent supportive housing units.

13 (2) Maintain supportive housing resource information for use by individuals
14 housed, family members and/or support systems of individuals and supportive services staff to assist in
15 the identification and utilization of appropriate supportive housing resources in the community.

16 (3) Make reasonable efforts to complete all program-reporting requirements
17 specific to each funding source for any supportive housing developments resulting from this Agreement.

18 (4) Provide property management services, either directly or through a
19 subcontract with a qualified firm, for permanent supportive housing projects developed as a result of this
20 Agreement. Services may include, but not be limited to rent collection, property maintenance and
21 repairs.

22 B. The COUNTY shall be responsible to:

23 (1) Assign appropriate staff to participate in the planning and housing
24 development process with the FHA.

25 (2) Timely consider and approve all supportive housing applications presented
26 by the FHA.

1 (3) Report required supportive housing program information to the State of
2 California HCD, CalHFA, and other identified funding source, as related to any permanent supportive
3 housing developments as a result of this Agreement.

4 (4) Upon request from the FHA, provide all necessary or relevant demographic
5 information regarding the specified target populations to be served by permanent supportive housing
6 developments as a result of this Agreement.

7 (5) Ensure there are an adequate number of eligible, certified tenant referrals
8 made to permanent supportive housing projects developed by the FHA under this Agreement. Such
9 referrals must meet the tenant eligibility requirements established for any given permanent supportive
10 housing development as mandated by the funding source target population definition and as determined
11 by Fresno County's Behavioral Health Director or designee, or by other funding sources, as applicable.

12 (6) Ensure the commitment and coordination of the appropriate level of case
13 management or other types of supportive services are available on a timely basis to meet the behavioral
14 health needs for individuals of any permanent supportive housing projects developed under this
15 Agreement. These services will be voluntary and flexible and meet the needs as determined by the
16 individuals.

17 C. In collaboration, both COUNTY and FHA shall be responsible to:

18 (1) No less than quarterly, representatives from COUNTY, FHA and other
19 interested and invited participants will meet to discuss any potential new projects, review any previous
20 work accomplished and assess the working relationship between all parties. The COUNTY and FHA
21 shall mutually agree upon the location of the supportive housing projects proposed for supportive housing
22 program applications.

23 (2) In the event a supportive housing program application is completed by
24 FHA, that it be appropriately submitted to the applicable funding source and meets all legal requirements,
25 including the provisions of Welfare and Institutions Code Sections 5847 and 5848 regarding postings and
26 30-day public comment requirement (W&I Code 5848(b)). Additionally, if a supportive housing
27 program application is completed and submitted to a funding source, ensure all appropriate parties are
28

1 informed of the submittal, including the Fresno County Behavioral Health Board and Fresno County
2 Board of Supervisors.

3 (3) In the event a supportive housing program application is funded, County
4 and FHA shall work collaboratively to ensure all necessary documents, including any MOU and/or other
5 Agreements, are executed to establish the role of the FHA as the qualified developer/borrower/property
6 manager or any combination thereof, and to establish the role of the COUNTY as the mental health
7 supportive service provider, for any supportive housing project funded.

8 **3. TERM**

9 This MOU shall commence on the Effective Date, and shall terminate on the 30th day of
10 June 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month
11 periods; July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024, upon the written
12 approval of both parties no later than sixty (60) days prior to the first day of the next twelve (12) month
13 extension period. The Department of Behavioral Health ("DBH") Director or his/her designee is
14 authorized to execute such written approval on behalf of COUNTY based upon FHA's satisfactory
15 performance.

16 **4. TERMINATION**

17 **A. Breach of Contract**

18 Either party may immediately suspend or terminate this Agreement in whole or
19 in part, where in the determination by one of the parties there is:

- 20 1. An illegal or improper use of funds;
- 21 2. A failure to comply with any term of this Agreement;
- 22 3. A substantially incorrect or incomplete report submitted to the
23 COUNTY; or
- 24 4. Improperly performed service.

25 **B. Without Cause**

26 This Agreement may be terminated by either of the parties as to their
27 involvement in this Agreement, upon the giving of a thirty (30) day advance written notice of an
28 intention to terminate from one party to the other.

1 **5. COMPENSATION**

2 The services performed in accordance with the terms and conditions as stated in this
3 Agreement shall be performed without any monetary compensation by either party.

4
5 **6. MODIFICATION**

6 Any matters of this Agreement may be modified from time to time by the written consent
7 of all the parties without, in any way, affecting the remainder.

8 Notwithstanding the above, minor changes, as determined by COUNTY's Department
9 of Behavioral Health Director or his or her designee may be made with the written approval of
10 COUNTY's Department of Behavioral Health Director or designee and FHA. Minor changes may
11 include, but are not limited to, changes that will not significantly alter the responsibilities identified in
12 this Agreement, and changes to addresses to which notices are to be sent.

13 **7. INDEPENDENT CONTRACTOR**

14 In performance of the work, duties, and obligations assumed by FHA under this
15 Agreement, it is mutually understood and agreed that FHA, including any and all of FHA's officers,
16 agents, and employees will at all times be acting and performing as an independent contractor, and shall
17 act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
18 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct
19 the manner or method by which FHA shall perform its work and function. However, COUNTY shall
20 retain the right to administer this Agreement so as to verify that FHA is performing its obligations in
21 accordance with the terms and conditions thereof.

22 FHA and COUNTY shall comply with all applicable provisions of law and the rules and
23 regulations, if any, of governmental authorities having jurisdiction over matters which are directly or
24 indirectly the subject of this Agreement.

25 Because of its status as an independent contractor, FHA shall have absolutely no right to
26 employment rights and benefits available to COUNTY employees. FHA shall be solely liable and
27 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
28 addition, FHA shall be solely responsible and hold COUNTY harmless from all matters relating to

1 payment of FHA's employees, including compliance with Social Security, withholding, and all other
2 regulations governing such matters. It is acknowledged that during the term of this Agreement, FHA
3 may be providing services to others unrelated to the COUNTY or to this Agreement.

4 **8. NON-ASSIGNMENT**

5 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties
6 under this Agreement without the prior written consent of the other party with the exception of an
7 affiliate or limited partnership within a tax credit transaction.

8 **9. NON-DISCRIMINATION**

9 During the performance of this Agreement FHA shall not unlawfully discriminate against
10 any employee or applicant for employment, or recipient of services, because of race, religion, color,
11 national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to
12 all applicable State of California and Federal statutes and regulations.

13 **10. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

14 FHA is required to disclose if any of the following conditions apply to them, their
15 owners, officers, corporate managers and partners:

16 A. Within the three-year period preceding the Agreement award, they have been
17 convicted of, or had a civil judgment rendered against them for:

- 18 1. Fraud or a criminal offense in connection with obtaining, attempting to
19 obtain, or performing a public transaction or contract under a public transaction;
- 20 2. Violation of a federal or state antitrust statute;
- 21 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of
22 records; or
- 23 4. False statements or receipt of stolen property.

24 B. Within a three-year period preceding this Agreement, they have had a public
25 transaction terminated for cause or default.

26 Disclosure of the above information will not automatically eliminate FHA from further
27 business consideration. The information will be considered as part of the determination of whether to
28 continue and/or renew the contract and any additional information or explanation that FHA elects to

submit with the disclosed information will be considered. If it is later determined that the FHA failed to disclose required information, any contract awarded to FHA may be immediately voided and terminated for material failure to comply with the terms and conditions of the Agreement.

11. COMPLAINTS

For any complaint associated with this agreement, the FHA shall log such complaints from a tenant residing at a permanent supportive housing development resulting from this Agreement. FHA shall make available to COUNTY a copy of the complaint concerning any tenants in a format and timeframe that is mutually agreed upon by both parties. The FHA shall provide details and attach documentation of each tenant complaint. The FHA shall post signs at housing developments resulting from this Agreement that informs tenants of their right to file a complaint or grievance with the FHA which is a component of the tenant's rights grievance procedure associated with each tenant's formal signed lease with the FHA.

12. NOTICES

The persons have authority to give and receive notices under this Agreement and their addresses include the following:

COUNTY

Director, Fresno County
Department of Behavioral Health
4441 E. Kings Canyon
Fresno, CA. 93702

FHA

Executive Director
Housing Authority of the County of Fresno
1331 Fulton Mall
Fresno, CA. 93721

Any and all notices between the COUNTY and the FHA provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party

13. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

14. HOLD HARMLESS

FHA agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by FHA, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of FHA, its officers, agents or employees under this Agreement. In addition, FHA agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the part of the FHA.

COUNTY agrees to indemnify, save, hold harmless, and at FHA's request, defend the FHA, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to FHA in connection with the performance, or failure to perform, by COUNTY and/or its officers, agents or employees under this Agreement and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of COUNTY and/or its officers, agents or employees under this Agreement. In addition, COUNTY agrees to indemnify FHA for Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the part of the COUNTY and/or its contracted providers.

15. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from the FHA or any third parties, FHA, at its sole expense, shall maintain in full force and effect the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers MOU (JPA) throughout the term of this Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This

1 policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including
2 completed operations, product liability, contractual liability, Explosion, Collapse, and Underground
3 (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of
4 the MOU.

5
6 B. Automobile Liability

7 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
8 (\$1,000,000) per accident for bodily injury and for property damage. Coverage should include owned
9 and non-owned vehicles used in connection with this MOU.

10 C. Professional Liability

11 The FHA does not anticipate to employ any licensed professional staff (*e.g.* Ph.D., R.N.,
12 L.C.S.W., L.M.F.T.) to provide services. But if FHA does employ any licensed professional, FHA will
13 provide Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000)
14 per occurrence, Three Million Dollars (\$3,000,000) annual aggregate.

15
16 D. Worker's Compensation

17 A policy of Worker's Compensation Insurance as may be required by the California Labor
18 Code.

19 Additional Requirements Relating to Insurance

20 FHA shall obtain endorsements to the Commercial General Liability insurance naming
21 the COUNTY, its officers, agents and employees, individually and collectively, as additional insured,
22 but only insofar as the operations under this Agreement are concerned. Such coverage for additional
23 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the
24 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
25 provided under the FHA's policies herein. This insurance shall not be cancelled or changed without a
26 minimum of thirty (30) days advance written notice given to COUNTY.

27 FHA hereby waives its right to recover from COUNTY, its officers, agents, and
28 employees any amounts paid by the policy of worker's compensation insurance required by this

1 Agreement. FHA is solely responsible to obtain any endorsement to such policy that may be necessary
2 to accomplish such waiver of subrogation, but FHA's waiver of subrogation under this paragraph is
3 effective whether or not FHA obtains such an endorsement.

4 Within thirty (30) days from the date FHA signs this Agreement, FHA shall provide
5 certificates of insurance and endorsements as stated above for all of the foregoing policies, as required
6 herein, to the County of Fresno, Department of Behavioral Health, 515 S. Cedar Avenue, Fresno CA.
7 94702, Attention: Staff Analyst - Housing, stating that such insurance coverages have been obtained
8 and are in full force; that the COUNTY, its officers, agents and employees will not be responsible for
9 any premiums on the policies; that for such worker's compensation insurance the FHA has waived its
10 right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the
11 insurance policy and that waiver does not invalidate the insurance policy; that such Commercial
12 General Liability insurance names the COUNTY, its officers, agents and employees, individually and
13 collectively, as additional insured, but only insofar as the operations under this Agreement are
14 concerned; that such coverage for additional insured shall apply as primary insurance and any other
15 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be
16 excess only and not contributing with insurance provided under the FHA's policies herein; and that
17 this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
18 written notice given to COUNTY.

19 In the event FHA fails to keep in effect at all times insurance coverage as herein
20 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
21 Agreement upon the occurrence of such event.

22 All policies shall be with admitted insurers licensed to do business in the State of
23 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of
24 A FSC VIII or better.

25 **16. CONFIDENTIALITY**

26 Any service performed by FHA under this Agreement shall be in strict conformance with all
27 applicable Federal, State of California (including the California Public Records Act) and/or local laws
28 and regulations relating to confidentiality.

1
2 **17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

3 A. The parties to this Agreement shall be in strict conformance with all applicable
4 Federal and State of California laws and regulations, including but not limited to Sections 5328,
5 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of
6 Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, Sections
7 11977 and 11812 of Title 22 of the California Code of Regulations, and the Health Insurance
8 Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of
9 Title 42, United States Code (USC) and its implementing regulations, including, but not limited to
10 Title 45, CFR, Sections 142, 160, 162, and 164, and The Health Information Technology for
11 Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient
12 information and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the
13 confidentiality of genetic information.

14 Except as otherwise provided in this Agreement, the FHA, as Business Associates of
15 COUNTY, may use or disclose Protected Health Information (PHI) to perform functions, activities or
16 services for or on behalf of COUNTY, as specified in this Agreement, provided that such use or
17 disclosure shall not violate the HIPAA, USC 1320d *et seq.* The uses and disclosures of PHI may not
18 be more expansive than those applicable to COUNTY, as the “Covered Entity” under the HIPAA
19 Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative or legal
20 responsibilities of the Business Associate.

21 B. FHA, including its subcontractors, agents, and employees, shall protect, from
22 unauthorized access, use, or disclosure of names and other identifying information concerning persons
23 receiving services pursuant to this Agreement, except where permitted in order to carry out data
24 aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i), 164.504
25 (3)(2)(ii)(A), and 164.504 (e)(4)(i)]. This pertains to any and all persons receiving services pursuant to
26 a COUNTY funded program. FHA shall not use such identifying information for any purpose other
27 than carrying out FHA’s obligations under this Agreement.

28 C. FHA, including its subcontractors, agents, and employees, shall not disclose any

1 such identifying information to any person or entity, except as otherwise specifically permitted by this
2 Agreement, authorized by law, or authorized by the client/patient.

3 D. For purposes of the above sections, identifying information shall include, but not
4 be limited to name, identifying number, symbol, or other identifying particular assigned to the
5 individual, such as finger or voice print, or a photograph.

6 E. For purposes of the above sections, genetic information shall include genetic
7 tests of family members of an individual or individual, manifestation of disease or disorder of family
8 members of an individual, or any request for or receipt of, genetic services by individual or family
9 members. Family member means a dependent or any person who is first, second, third, or fourth
10 degree relative. For purposes of the above sections, identifying information shall include, but not be
11 limited to name, identifying number, symbol, or other identifying particular assigned to the individual,
12 such as finger or voice print, or a photograph.

13 F. FHA shall provide access, at the request of COUNTY, and in the time and
14 manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section
15 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR
16 Section 164.524 regarding access by individuals to their PHI.

17 FHA shall make any amendment(s) to PHI in a designated record set at the request of
18 COUNTY, and in the time and manner designated by COUNTY in accordance with 45 CFR Section
19 164.526.

20 FHA shall provide to COUNTY or to an individual, in a time and manner designated by
21 COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit COUNTY to
22 respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45
23 CFR Section 164.528.

24 G. FHA shall report to COUNTY, in writing, any knowledge or reasonable belief
25 that there has been unauthorized access, viewing, use, disclosure, or breach of PHI not permitted by
26 this MOU, and any breach of unsecured PHI of which it becomes aware, immediately and without
27 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification
28 shall be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's

Department of Behavioral Health HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. FHA shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. FHA shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and COUNTY's Department of Behavioral Health HIPAA Representative. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno

Dept. of Behavioral Health
HIPAA Representative
(559) 600-9180
4441 E. Kings Canyon
Fresno, CA 93702

County of Fresno

Dept. of Public Health
Privacy Officer
(559) 600-3200
1221 Fulton Mall
Fresno, CA 93728

County of Fresno

Information Technology Services
Information Security Officer
(559) 600-5800
2048 N. Fine Street
Fresno, CA 93727

H. FHA shall make its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the FHA on behalf of COUNTY, available to the United States Department of Health and Human Services upon demand.

I. Safeguards

FHA shall implement administrative, physical, and technical safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of COUNTY; and to prevent access, use or disclosure of PHI other than as provided for by this MOU. FHA shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of FHA's operations and the nature and scope of its activities. Upon COUNTY's request, FHA shall provide COUNTY with information concerning such safeguards.

FHA shall implement strong access controls and other security safeguards and

precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

1. Passwords must not be:

- a. Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
- b. A dictionary word; or
- c. Stored in clear text

2. Passwords must be:

- a. Eight (8) characters or more in length;
- b. Changed every ninety (90) days;
- c. Changed immediately if revealed or compromised; and
- d. Composed of characters from at least three of the following four groups from the standard keyboard:

- 1) Upper case letters (A-Z);
- 2) Lowercase letters (a-z);
- 3) Arabic numerals (0 through 9); and
- 4) Non-alphanumeric characters (punctuation symbols).

FHA shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

- 1. Network-based firewall and/or personal firewall;
- 2. Continuously updated anti-virus software; and
- 3. Patch management process including installation of all operating system/software vendor security patches.

FHA shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices

(including, but not limited to, laptop and notebook computers).

FHA shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm.

J. Mitigation of Harmful Effects

FHA shall mitigate, to the extent practicable, any harmful effect that is known to FHA of an unauthorized access, viewing, use, disclosure, or breach of PHI by FHA or its subcontractors in violation of the requirements of these provisions.

K. FHA's Subcontractors

FHA shall ensure that any of its contractors, including subcontractors, if applicable, to whom FHA provides PHI received from or created or received by FHA on behalf of COUNTY, agree to the same restrictions and conditions that apply to FHA with respect to such PHI; and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

L. Employee Training and Discipline

FHA shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such employees who intentionally violate any provisions of these provisions, including termination of employment.

M. Termination for Cause

Upon the knowledge by any party of a material breach of these provisions by one of the other parties, the affected party shall either:

1. Provide an opportunity for the party that caused the breach to cure the breach or end the violation and terminate this Agreement if that party does not cure the breach or end the violation within the time specified by the affected party; or

2. Immediately terminate this Agreement if any party has breached a material term of these provisions and cure is not possible.

1 3. If neither cure nor termination is feasible, the COUNTY Privacy Officer
2 or the FHA designee(s) shall report the violation to the Secretary of the U.S. Department of Health and
3 Human Services.

4 N. Judicial or Administrative Proceedings

5 Any party may terminate this Agreement in accordance with the terms and
6 conditions of this Agreement as written hereinabove, if: (1) Any party is found guilty in a criminal
7 proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a
8 finding or stipulation that COUNTY or FHA has violated a privacy or security standard or requirement
9 of the HITECH Act, HIPAA; or other security or privacy laws in an administrative or civil proceeding
10 in which COUNTY and FHA is a party.

11 O. Effect of Termination

12 Upon termination or expiration of this MOU for any reason, FHA shall return or
13 destroy all PHI received from COUNTY (or created or received by FHA on behalf of COUNTY) that
14 FHA still maintain in any form, and shall retain no copies of such PHI. If return or destruction of PHI
15 is not feasible, FHA shall continue to extend the protections of these provisions to such information,
16 and limit further use of such PHI to those purposes that make the return or destruction of such PHI
17 infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if
18 applicable, of FHA. If FHA destroy the PHI data, a certification of date and time of destruction shall
19 be provided to the COUNTY by FHA.

20 P. Disclaimer

21 COUNTY makes no warranty or representation that compliance by FHA with
22 these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be adequate or satisfactory
23 for FHA's own purposes or that any information in FHA's possession or control, or transmitted or
24 received by FHA, is or will be secure from unauthorized access, viewing, use, disclosure, or breach.
25 FHA is solely responsible for all decisions made by FHA regarding the safeguarding of PHI.

26 Q. Amendment

27 The parties acknowledge that Federal and State laws relating to electronic data
28 security and privacy are rapidly evolving and that amendment of these provisions may be required to

1 provide for procedures to ensure compliance with such developments. The parties specifically agree
2 to take such action as is necessary to amend this Agreement in order to implement the standards and
3 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating
4 to the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days
5 written notice in the event that FHA do not enter into an amendment providing assurances regarding
6 the safeguarding of PHI that COUNTY in its sole discretion deems sufficient to satisfy the standards
7 and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

8 R. No Third-Party Beneficiaries

9 Nothing express or implied in the terms and conditions of these provisions is
10 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or FHA
11 and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

12 S. Interpretation

13 The terms and conditions in these provisions shall be interpreted as broadly as
14 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws.
15 The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved
16 in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

17 T. Regulatory References

18 A reference in the terms and conditions of these provisions to a section in the
19 HIPAA regulations means the section as in effect or as amended.

20 U. Survival

21 The respective rights and obligations of FHA as stated in this Section shall
22 survive the termination or expiration of this Agreement.

23 V. No Waiver of Obligations

24 No change, waiver or discharge of any liability or obligation hereunder on any
25 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation,
26 or shall prohibit enforcement of any obligation on any other occasion.

27 //

28 //

//

18. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to FHA by the COUNTY, including but not limited to the following:

A. FHA-Owned Mobile, Wireless, or Handheld Devices

FHA may not connect to COUNTY networks via personally-owned mobile, wireless or handheld devices, unless the following conditions are met:

- 1) FHA has received authorization by COUNTY for telecommuting purposes;
- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enabled; and
- 4) A secure connection is used.

B. FHA-Owned Computers or Computer Peripherals

FHA may not bring FHA-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

C. COUNTY-Owned Computer Equipment

FHA or anyone having an employment relationship with the COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

1 D. FHA may not store COUNTY's private, confidential or sensitive data on any
2 hard-disk drive, portable storage device, or remote storage installation unless encrypted.

3 E. FHA shall be responsible to employ strict controls to ensure the integrity and
4 security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or
5 disclosure of data maintained in computer files, program documentation, data processing systems, data
6 files and data processing equipment which stores or processes COUNTY data internally and
7 externally.

8 F. Confidential client information transmitted to one party by the other by means of
9 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
10 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

11 G. FHA is responsible to immediately notify COUNTY of any violations, breaches
12 or potential breaches of security related to COUNTY's confidential information, data maintained in
13 computer files, program documentation, data processing systems, data files and data processing
14 equipment which stores or processes COUNTY data internally or externally.

15 H. COUNTY shall provide oversight to FHA's response to all incidents arising from a
16 possible breach of security related to COUNTY's confidential client information provided to FHA. The
17 FHA will be responsible to issue any notification to affected individuals as required by law or as deemed
18 necessary by COUNTY in its sole discretion. FHA will be responsible for all costs incurred as a result of
19 providing the required notification.

20 **19. AUDITS AND INSPECTIONS**

21 The FHA shall at any time during business hours, and as often as the COUNTY may deem
22 necessary, make available to the COUNTY for examination all of its records and data with respect to the
23 matters covered by this Agreement. The FHA shall, upon request by the COUNTY, permit the
24 COUNTY to audit and inspect all such records and data necessary to ensure the FHA's compliance with
25 the terms of this Agreement.

26 The COUNTY shall at any time during business hours, and as often as the FHA may deem
27 necessary, make available to the FHA for examination all of its records and data with respect to the
28 matters covered by this Agreement. The COUNTY shall, upon request by the FHA, permit the FHA to

1 audit and inspect all such records and data necessary to ensure the COUNTY's compliance with the terms
2 of this Agreement.

3 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
4 subject to the examination and audit of the Auditor General for a period of three (3) years after final
5 payment under contract (Government Code Section 8546.7).

6 **20. DISCLOSURE OF SELF – DEALING TRANSACTIONS**

7 Only applicable if the FHA is operating as a corporation (a for-profit or non-profit
8 corporation) or the FHA changes its status to operate as a corporation during this agreement.

9 Members of the FHA's Board of Directors shall disclose any self-dealing transactions that
10 they are a party to while the FHA is providing goods or performing services under this agreement. A self-
11 dealing transaction shall mean a transaction to which the FHA is a party and in which one or more of its
12 directors has a material financial interest. Members of the FHA Board of Directors shall disclose any self-
13 dealing transactions that they are a party to by completing and signing a *Self-Dealing Transaction*
14 *Disclosure Form* (Exhibit A) and submitting it to the COUNTY prior to commencing with the self-dealing
15 transaction or immediately thereafter.

16 **21. NON-EXCLUSIVE AGREEMENT**

17 No provisions of this Agreement shall preclude COUNTY from entering into other
18 agreements/MOU's with other parties for supportive housing related programs and services.

19 **22. GOVERNING LAWS**

20 The parties agree that for the purposes of venue, performance under this Agreement is to
21 be in Fresno County, California.

22 The rights and obligations of the parties and all interpretation and performance of this
23 Agreement shall be governed in all respects by the laws of the State of California.

24 **24. ENTIRE AGREEMENT**

25 This Agreement and all exhibits constitutes the entire Agreement between the FHA and
26 COUNTY with respect to the subject matter hereof and supersedes all previous Agreements
27 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of
28 any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day and year first hereinabove written.

FRESNO HOUSING AUTHORITY

COUNTY OF FRESNO

By: _____

By: _____
Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

Print Name: _____

Date: _____

Title: Executive Director

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Date: _____

By: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Mailing Address:

Fresno Housing Authority
1331 Fulton Street
Fresno, CA. 93721
Phone No.: (559) 443-8400
Contact: Executive Director

Fund: 0001/10000
Organization: 56304710
Account: 7295

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

**RESOLUTION AUTHORIZING THE CEO/EXECUTIVE DIRECTOR TO NEGOTIATE AND
EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING
AUTHORITY OF THE CITY OF FRESNO, CA AND THE COUNTY OF FRESNO
DEPARTMENT OF BEHAVIORAL HEALTH TO WORK IN PARTNERSHIP TO PROVIDE
PERMANENT SUPPORTIVE HOUSING**

WHEREAS, The Housing Authority of the City of Fresno, CA and the County of Fresno Department of Behavioral Health desire to enter into an Memorandum of Understanding (MOU) with the goal of providing permanent supportive housing for residents of Fresno County; and

WHEREAS, the MOU provides an allocation of \$2,183,000 in non-competitive NPLH funds, as well as \$6,168,706 in SNHP funds to the Fresno Housing Authority (FH) for the development of a minimum of 39 SNHP housing and 15 NPLH units; and

WHEREAS, the MOU outlines the Housing Authority of the City of Fresno, CA commitments to be the developer and operator of the permanent supportive housing developments;

WHEREAS, the MOU outlines the County of Fresno Department of Behavioral Health outlines the commitments of both program funds, and supportive services; and

WHEREAS, The MOU term will expire on June 30, 2022, with two potential one-year extensions; and

WHEREAS, The Housing Authority of the City of Fresno, CA and the County of Fresno Department of Behavioral Health desire to continue the relationship outlined under the MOU in order to further develop, operate and maintain permanent supportive housing;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California authorize and empower the CEO/Executive Director Preston Prince, Deputy Executive Director Tracewell Hanrahan, and/or their Designee, to negotiate and execute the attached MOU for the purpose of developing and operating permanent supportive housing.

PASSED AND ADOPTED THIS 22nd day of JANUARY, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CA

**RESOLUTION AUTHORIZING THE CEO/EXECUTIVE DIRECTOR TO NEGOTIATE AND
EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING
AUTHORITY OF FRESNO COUNTY, CA AND THE COUNTY OF FRESNO DEPARTMENT
OF BEHAVIORAL HEALTH TO WORK IN PARTNERSHIP TO PROVIDE PERMANENT
SUPPORTIVE HOUSING**

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NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

O (559) 443-8400
F (559) 445-8981

1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 7c

AUTHOR: Sheila Scheitrum

SUBJECT: Approval of funding applications for the Kingsburg Seniors Housing Project (APN: 396-020-017)

Executive Summary

The City of Kingsburg ("City") is the owner of a vacant property located at the southwest corner of Sierra Street and Madsen Avenue in the City of Kingsburg (APN: 396-020-017). The City of Kingsburg initially acquired the property with former Redevelopment Agency funds with the intent to develop affordable housing. The subject property is an approximately 4.8 acre parcel of vacant land and a prime location to build affordable Senior Housing. The City and Fresno Housing Authority (FH) staff have been discussing a potential partnership to develop the subject site.

At the September 2018 Fresno Housing Authority (FH) Board meeting, the Board approved entering into a Development Agreement (DA) with the City of Kingsburg. The DA provides "site control" for up to two-years in order to complete due diligence and secure financing. At the end of the two-year term, if the project is not feasible or we are not successful in securing financing, the DA would expire and the property is retained by the City of Kingsburg.

In anticipation of a Low-Income Housing Tax Credit ("LIHTC") application to the California Tax Credit Allocation Committee ("CTCAC"), staff has been evaluating potential sources of gap financing that would increase the competitiveness of an LIHTC application. Current proposed gap funding sources include the California Housing Finance Agency ("CalHFA") small loan and subordinate loan programs, as well as the Federal Home Loan Bank's Affordable Housing Program ("AHP") funds.

In order to procure potential financing to facilitate the development, it is necessary for the Boards of Commissioners of the Housing Authority to adopt the attached resolution that will allow for the approvals required to submit various funding applications.

Fiscal Impact

Funding applications require minimal to no funding commitments. Certain funding applications such as CalHFA require a \$5,000 deposit. Any funding application fees will be paid from previously approved predevelopment funding.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the attached resolutions approving the necessary actions needed to move forward with funding application submissions for the Kingsburg Seniors Housing property (APN: 396-020-017), and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute documents in connection with the approved actions.

1. Authorize the Housing Authority of Fresno County to enter into a Memorandum of Understanding with Silvercrest, Inc. to co-develop the project.
2. Authorize the Housing Authority of Fresno County to enter into a Partnership Agreement with Silvercrest, Inc., wherein the Authority would act as the Administrative General Partner (AGP) and Silvercrest, Inc. would act as the Managing General Partner (MGP); and to execute such documents as are necessary for such purpose.
3. Authorize the undertaking of all actions necessary to develop the Project, and assemble various financing sources, which may include, but are not limited to: (a) submission of an application for California Housing Finance Agency (CalHFA) funding, (b) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (c) submission of an application for County of Fresno HOME funds, and (d) other grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director.
4. Authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and their designees to execute documents on behalf of the Housing Authority of Fresno County, CA; and in the name of the Administrative General Partner, on its own behalf; and as administrative general partner of the Partnership; and
5. Provide for other matters related thereto.

Background

The City of Kingsburg and the Fresno Housing Authority have discussed a potential partnership to develop a senior housing project after the initial developer was unable to secure project financing. Marion Villas Apartments, a 46-unit seniors development completed by HAFC in 2014, has been very well received by the City of Kingsburg and has quickly become a valuable asset for the community. As a result of our great work, the City believes FH is a good fit to be the developer for this project.

The project is located on the southwest corner of Madsen Avenue and Sierra Street in Kingburg, CA (APN: 396-020-017) FH staff currently envisions the project as new construction of 47 units, there will be (38) one-bedroom units, (8) two-bedroom units, and (1) three-bedroom manager's unit. Of the (47) units, (41) of the units will be rent restricted for qualified incomes ranging from 30% to 80% of the area median income, and (5) units will be market rate units. There will also be approximately 3,650 square feet of community space.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION AUTHORIZING THE SUBMISSION OF FUNDING APPLICATIONS FOR
THE KINGSBURG SENIORS HOUSING PROJECT (APN: 396-020-017) AND OTHER
MATTERS RELATED THERETO**

WHEREAS, the Housing Authority of Fresno County, California (“the Authority”) seeks to expand the development and availability of long-term housing for low and moderate income households residing in Fresno County, California (“the City”); and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the City of Kingsburg owns said property located on the southwest corner of Sierra Street and Madsen Avenue in the City of Kingsburg, (APN: 396-020-017) (“the Property”), and consists of approximately 4.8 acres of vacant land; and,

WHEREAS, In September, 2018 the Boards supported entering into a Development Agreement with the City of Kingsburg; and,

WHEREAS, a project concept and architectural plan envisions up to 41 low income units, 5 market rate units, 1 manager’s unit and 3,650 square feet of community space; and,

WHEREAS, the Authority desires to submit funding applications for the project, including but not limited to the Affordable Housing and Sustainable Communities program, the California Low-Income Housing Tax Credit Allocation Committee’s (LIHTC) 9% or 4% tax credit program programs, the California Debt Limit Allocation Committee’s bond program, the County of Fresno’s HOME/CDBG program, the Federal Home Loan Bank’s Affordable Housing Program, California Housing Finance Agency’s CalHFA loan program, HCD’s Infill Infrastructure Grant program, and/or HCD’s No Place Like Home program, among others; and,

WHEREAS, the Authority intends to submit immediate applications to the San Francisco Federal Home Loan Bank’s Affordable Housing Program (in a request totaling \$410,000) and to the California Housing Finance Agency (in a soft financing request up to \$820,000 and a permanent financing loan request up to \$1,500,000), among other applications; and,

WHEREAS, funding applications may require the creation of a limited partnership and/or limited liability corporation to formalize the partnership between the Housing Authority of Fresno County, California and Silvercrest, Inc.;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to adopt the attached resolutions:

1. Authorize the Housing Authority of Fresno County to enter into a Memorandum of Understanding with Silvercrest, Inc. to co-develop the project.
2. Authorize the Housing Authority of Fresno County to enter into a Partnership Agreement with Silvercrest, Inc., wherein the Authority would act as the Administrative General Partner (AGP) and Silvercrest, Inc. would act as the Managing General Partner (MGP); and to execute such documents as are necessary for such purpose.
3. Authorize the undertaking of all actions necessary to develop the Project, and assemble various financing sources, which may include, but are not limited to: (a) submission of an application for California Housing Finance Agency (CalHFA) funding, (b) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (c) submission of an application for County of Fresno HOME funds, and (d) other grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director.
4. Authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and their designees to execute documents on behalf of the Housing Authority of Fresno County, CA; and in the name of the Administrative General Partner, on its own behalf; and as administrative general partner of the Partnership; and
5. Provide for other matters related thereto.

PASSED AND ADOPTED THIS 22nd DAY OF JANUARY, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO


O (559) 443-8400
F (559) 445-8981

1331 Fulton Mall
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 7d

AUTHOR: Alicia M. Jones

SUBJECT: Resolution Authorizing Submission of Section Eight Management Assessment Program (SEMAP) Certification to the U.S. Department of Housing and Urban Development (City)

Executive Summary

The U.S. Department of Housing and Urban Development (HUD) established the Section Eight Management Assessment Program (SEMAP) to measure management capabilities and identify deficiencies of agencies administering the Housing Choice Voucher Program. HUD uses this tool to measure performance levels by assessing a point value to each of the 14 Indicators, for a total maximum of 135 points. Housing authorities must document compliance or noncompliance in these key areas and submit the information electronically to HUD. The total point value earned under SEMAP translates into a rating of high performer (90% or above), standard (60% to 89%), or troubled (below 60%).

The Housing Authority received a rating of “High” performer based on achieving 135 points out of 135 points, or 100%. The 13 Indicators, 2016 through 2017 comparisons, and related points and ratings are shown in the attached table.

Please note that the 14th indicator, FSS Enrollment and FSS Escrow accounts does not apply to the City program.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno adopt the attached resolution authorizing the Executive Director to submit the SEMAP certification to HUD by the deadline date of March 1, 2019.

SEMAP comparison of previous three (3) years for “City.”

SEMAP Indicator	Maximum Points	2016	2017	2018
1. Selection from the Waiting List	15	15	15	15
2. Reasonable Rent	20	15	20	20
3. Determination of Adjusted Income	20	20	20	20
4. Utility Allowance Schedule	5	5	5	5
5. Housing Quality Standards (HQS) Quality Control Inspections	5	5	5	5
6. HQS Enforcement	10	10	10	10
7. Expanding Housing Opportunities	5	5	5	5
8. Payment Standards	5	5	5	5
9. Annual Reexaminations	10	10	10	10
10. Correct Tenant Rent Calculations	5	5	5	5
11. Pre-contract HQS Inspections	5	5	5	5
12. Annual HQS Inspections	10	10	10	10
13. Lease Up	20	20	20	20
14. FSS Enrollment and Escrow Accounts	N/A	N/A	N/A	N/A
Total Points Earned	135	130	135	135
Rating		High	High	High

RESOLUTION NO. _____

**BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO**

**RESOLUTION AUTHORIZING SUBMISSION OF THE 2018
SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION
TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has established the Section Eight Management Assessment Program (SEMAP); and

WHEREAS, this program provides a system for measuring the Housing Choice Voucher Program performance using 14 criteria; and

WHEREAS, HUD requires each housing authority to provide a certification as to the accuracy of data according to these criteria.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno hereby authorizes the Executive Director, or designee(s) to submit the SEMAP certification to HUD by the deadline date of March 1, 2019.

PASSED AND ADOPTED THIS 22nd DAY OF JANUARY, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

BOARD MEMO

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Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 7e

AUTHOR: Alicia M. Jones

SUBJECT: Resolution Authorizing Submission of Section Eight Management Assessment Program (SEMAP) Certification to the U.S. Department of Housing and Urban Development (County)

Executive Summary

The U.S. Department of Housing and Urban Development (HUD) established the Section Eight Management Assessment Program (SEMAP) to measure management capabilities and identify deficiencies of agencies administering the Housing Choice Voucher Program. HUD uses this tool to measure performance levels by assessing a point value to each of the 14 Indicators, for a total maximum of 145 points. Housing authorities must document compliance or noncompliance in these key areas and submit the information electronically to HUD. The total point value earned under SEMAP translates into a rating of high performer (90% or above), standard (60% to 89%), or troubled (below 60%).

The Housing Authority received a rating of “High” performer based on achieving 138 points out of 145 points, or 95%. The 14 Indicators, 2016 through 2017 comparisons, and related points and ratings are shown in the attached table. Staff will provide more information on the two indicators where full points were not achieved and the steps taken to address.

Indicator 3 – Determination of Adjusted Income will receive 15 points out of 20 possible points.

Indicator 14 – To receive the full points Housing Authority must meet or exceed the minimum requirement of 80% for FSS enrollment. The Housing Authority will receive 8 points for an enrollment percentage of 60 percent (21/35 mandatory slots).

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the County of Fresno adopt the attached resolution authorizing the Executive Director to submit the SEMAP certification to HUD by the deadline date of March 1, 2019.

SEMAP comparison previous three (3) years for “County.”

SEMAP Indicator	Maximum Points	2016	2017	2018
1. Selection from the Waiting List	15	15	15	15
2. Reasonable Rent	20	15	20	20
3. Determination of Adjusted Income	20	20	20	15
4. Utility Allowance Schedule	5	5	5	5
5. Housing Quality Standards (HQS) Quality Control Inspections	5	5	5	5
6. HQS Enforcement	10	10	10	10
7. Expanding Housing Opportunities	5	5	5	5
8. Payment Standards	5	5	5	5
9. Annual Reexaminations	10	10	10	10
10. Correct Tenant Rent Calculations	5	5	5	5
11. Pre-contract HQS Inspections	5	5	5	5
12. Annual HQS Inspections	10	10	10	10
13. Lease Up	20	20	20	20
14. FSS Enrollment and Escrow Accounts	10	8	10	8
Total Points Earned	145	138	145	138
Rating		High	High	High

RESOLUTION NO. _____

**BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF FRESNO COUNTY**

**RESOLUTION AUTHORIZING SUBMISSION OF THE 2018
SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION
TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has established the Section Eight Management Assessment Program (SEMAP); and

WHEREAS, this program provides a system for measuring the Housing Choice Voucher Program performance using 14 criteria; and

WHEREAS, HUD requires each housing authority to provide a certification as to the accuracy of data according to these criteria.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County hereby authorizes the Executive Director, or designee(s) to submit the SEMAP certification to HUD by the deadline date of March 1, 2019.

PASSED AND ADOPTED THIS 22nd DAY OF JANUARY, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners
Fresno Housing Authority
DATE: January 17, 2019
BOARD MEETING: January 22, 2019
FROM: Preston Prince
CEO/Executive Director
AGENDA ITEM: 8
AUTHOR: Staff
SUBJECT: Directors Report- January 2019

Executive Summary

The Boards of the Fresno Housing Authority have established the four strategic goals as: Place, People, Public, and Partnership. In addition, the following have been outlined as the management goals: Sustainability, Structure, and Strategic Outreach. The following report demonstrates the efforts of the Executive Leadership and Staff to progress towards the realization of these goals.

PLACE

Overview

Fresno Housing seeks to develop and expand the availability of quality affordable housing options throughout the City and County of Fresno by growing and preserving appropriate residential assets and increasing housing opportunities for low-income residents.

HMD OPERATIONS

FRESNO HOUSING PORTFOLIO - MANAGED ASSETS, 12/1 – 12/31/18			
	Total # of Units	Total Vacant	Current Occupancy
CITY OF FRESNO			
City of Fresno	848	10	98.82%
COUNTY OF FRESNO			
County of Fresno	1127	16	98.58%
COUNTY OF FRESNO - SEASONAL			
Seasonal Properties*	193	151	21.76%

***Seasonal Properties** – Are now closed for the season. Staff are in the turnaround process to prepare the complexes for the 2019 season.

HMD OPERATIONS

Seasonal Properties – Staff is working diligently to prepare for the return of our Migrant Families. The Parlier Migrant Center is scheduled to open in early April. Maldonado, in Firebaugh, is scheduled to officially open in early May, but we expect to see arrivals as early as February.

Staff is preparing to begin lease-up activity at Magnolia Commons, formerly known as Magill Terrace, in Fowler later this month. We expect that almost half of the original 14 families will return. Lease up activity for Oak Grove in Parlier will begin shortly after Magnolia Commons.

Staff is also preparing to relocate families for two new projects; Orchard and Mariposa Meadows will soon be undergoing major rehab. Staff is currently securing temporary housing for existing families. Work is expected to begin at both locations in early March.

PEOPLE

Overview

Fresno Housing works to respect community needs and knowledge – by listening, learning and researching – and respond to issues compassionately, intelligently, intentionally – by developing exceptional programs based on shared expectations.

Housing Choice Voucher (HCV) Leasing Update

Staff spent additional time and allocated resources to conduct initial (move-in) inspections to meet the needs of families moving into their new units during the holiday season. Additionally, they worked diligently to generate housing assistance payments to landlords to ensure contracts were paid for all residents who leased up through December 1, 2018. Extensions continue to be granted to increase search times for families struggling to find affordable housing in the tight rental market. Staff continue to hold regular meetings to review both HAP and voucher utilization. On-going data assessments are reviewed in an effort to maintain the leasing rates.

Below is a breakdown of leasing activities that took place for the HCV City and County programs in December.

HCV City

- 4 new applicants attended briefings to receive their vouchers.
- 201 HAP contracts were completed for families who leased up.
- 364 applicants and participants are searching for housing.

HCV County

- 225 new applicants attended briefings to receive their vouchers.

- 189 HAP contracts were entered for families who leased up.
- 1,264 applicants and participants are searching for housing.

Resident Services

Holiday Events-Resident Engagement

Site(s): Mountain View (Orange Cove), Cueva De Oso (Selma), Blossom Trail (Sanger), Rio Villas (Firebaugh), Cardella Courts (Firebaugh), Mendoza Terrace I & II (Firebaugh), Firebaugh Elderly (Firebaugh), Rios Terrace (Mendota), Parc Grove Commons

Fresno Housing partnered with the Boys & Girls Club to host several holiday events across the County with visits from Santa Claus. Residents enjoyed warm beverages, pastries, and candy canes, together they participated in arts and crafts. They were also given the opportunity to take family photos or selfies with Santa. Over 200+ residents participated at one of these events.



Christmas Breakfast-Resident Engagement

Site(s): Renaissance at Parc Grove (Fresno)

Property Management, Resident Services, the WestCare Case Manager, and volunteers teamed up to serve and cook breakfast for the residents and perform live music on Christmas Eve. Residents had the opportunity to select toys to hand out as gifts to children in their lives. Twenty-seven (27) Residents attended this event.



Coffee Hour-Tenant Responsibility

Site(s): Mendoza Terrace I&II (Firebaugh), Cardella Courts (Firebaugh), Firebaugh Elderly (Firebaugh), Rios Terrace Mendota, Rio Villas (Firebaugh)

Fresno Housing hosted a coffee hour for residents. Residents were invited to come and drink coffee while staff offered some tips on how to help residents and families stay healthy and keep their units clean from germs and unwanted pests. It was discussed how important it is and the responsibility of home maintenance. Residents appreciated the tips and look forward to their next coffee hour. Thirty-two (32) residents attended this workshop.



“Get Connected Fresno” FREE COMMUNITY WI-FI SETUP

Fresno Housing staff in IT and Resident Services collaborated with “Get Connected Fresno” to host an informational meeting for the residents of Pacific Gardens and Inyo Terrace to teach residents all about the

new free Wi-Fi amenity now offered on both sites for all tenants. Attendees were able to bring in their devices; tablets, laptops, phones to get assistance connecting to the Wi-Fi. Those that were not able to bring their devices were given the login information so that they can connect at home. In total twenty households were able to get connected that day.

PUBLIC

Overview

Fresno Housing seeks to build support for housing as a key component of vibrant, sustainable communities through public information, engagement, and advocacy that promotes affordable housing and supports the advancement of Fresno's low-income residents.

Effort in this area are ongoing and will be reported as outcomes are achieved.

PARTNERSHIP

Overview

Fresno Housing seeks to collaborate to strengthen its ability to address the challenges facing Fresno communities.

Effort in this area are ongoing and will be reported as outcomes are achieved.

MANAGEMENT GOALS

The goals of management include our efforts to stabilize, focus, and extend activities to meet the mandate of our mission through good decision making related to Sustainability (staffing, finances, effectiveness, evaluation, technology, facilities); Structure (governance); and Strategic Outreach (communications, image, visibility, public affairs, policy).

Sustainability

Build and maintain an innovative, engaged, visible, and sustainable organization, committed to its mission of providing housing for low-income populations.

Human Resources

On Tuesday, December 18th the Training and Development Department facilitated required safety training for our new Custodian position. This six-hour course covered most aspects of safety areas that our Custodians will need to be knowledgeable in, from Personal Protective Equipment to small power tools and the proper storage and use of chemicals. The Custodian team will be assigned to the Central Office and several other sites.

The senior leadership team held a 2019 goal planning session on December 19th. During this session Directors and Senior Managers coordinated the distribution of important work and projects grounded in our Agency goals for 2019 / 2020. In the months of December and January, Agency leaders will work with their teams to align on broadly distributing department and individual goal-related task and project work among their teams, and across the Agency.

The Human Resources Department coordinated 63 interviews, interviewed 211 candidates, and hired 33 new employees in 2018.

There is no active recruitment at this time.

New Hires

- Jesse James, Custodian
- Jose Munoz, Custodian
- Zainal Mohammed, Maintenance Assistant

There are no promotions to announce at this time.

Structure

Maintain a committed, active, community-based Boards of Commissioners.

Effort in this area are ongoing and will be reported as outcomes are achieved.

Strategic Outreach

Heighten agency visibility, facilitate community dialogue about housing solutions; and build support for the agency and quality affordable housing.

Effort in this area are ongoing and will be reported as outcomes are achieved.

BOARD MEMO


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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 12c

AUTHOR: Quincy Boren

SUBJECT: No Place Like Home (NPLH) Supportive Housing Program-
Request to submit funding application: Econo Inn 1828-1840 Broadway
Ave, Fresno CA 93721; APN: 466-191-109

Executive Summary

The Fresno Housing Authority ("FH") is committed to the development of affordable and supportive housing within this community, and the Econo Inn project exemplifies the goals of this Agency. The project is an acquisition/rehab infill development that would provide permanent supportive housing, as well as services to its tenants.

Staff has been coordinating with the County of Fresno Department of Behavioral Health ("DBH") to identify projects and funding sources that would accomplish the goals of both the FH agency mission and DBH in the provision of permanent supportive housing with supportive services. The No Place Like Home (NPLH) program has been identified as potential funding source to assist with the development of permanent supportive housing. A competitive NOFA was released on October 30, 2018 that provides for approximately \$93 million in available funding for 11 counties. The County of Fresno DBH would act as the lead applicant and service provider, and FH will act as the development sponsor and project owner/borrower.

The rehabilitated site will consist of 25 SRO units and 1 manager's unit. Community and open office space have been added to the rehabilitation plan to ensure tenants have access to these opportunities on site. The targeted income for the site is 20% to 60% AMI. All residents will be meet income targets and 49% of the tenants will be required to meet the definition of "homeless" as defined by the NPLH program. These units will specifically be set aside for persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless. Services are voluntary and are offered to residents free of charge, and will be administered by the County of Fresno DBH. DBH has partnered with FH on the provision of services at three permanent supportive housing sites and five (5) units within Parc Grove Commons.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno, CA adopt the attached resolutions approving the necessary actions needed to move forward with a State of California No Place Like Home

(NPLH) Supportive Housing Program funding application, and authorize the undertaking of all actions necessary to assemble additional financing sources, which may include, but are not limited to: (a) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (b) submission of an application for City of Fresno HOME funds, (c) submission of an application for California Housing Finance Agency (CalHFA) program funds, and (e) grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director Preston Prince, and further authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director and/or their designee to negotiate and execute documents in connection with the approved actions.

Fiscal Impact

Please see the attached Sources and Uses, operating budget and 15 year cash flow for a breakdown of the Fiscal Impact. Currently the FH is only committing Low Income Public Housing (LIPH) subsidy as a fiscal impact to the project.

Background Information

The Econo Inn complex is located on Broadway Ave, just north of Amador. The proposed development will encompass half of the .64 acre site that currently has 61 existing units that are being operated as a motel complex. The site is technically two separate properties, however the current development plan envisions only rehabilitating half of the complex. The other half will be developed at a later date. An outreach plan to nearby residents, commercial tenants, schools and others will be developed and implemented by both Fresno Housing and DBH. The buildings are 2-story units that are used as residential living units. The rehabilitation plan includes the addition of community as well as open space and offices for property management and services to be operated out of. There will be a full renovation of the units to provide for a kitchen area, upgraded bathrooms, appliances, new flooring, HVAC systems, roofing and exterior repair. The site will focus on housing tenants with extremely low incomes as well as having instances of homelessness over the past several years.

Attachments: Exhibit A – Development Pro Forma
Exhibit B – Operating Budget
Exhibit C – 15-Year Projections

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION APPROVING THE SUBMISSION OF A FUNDING APPLICATION TO THE
NO PLACE LIKE HOME PROGRAM (NPLH) AND OTHER VARIOUS FINANCING
SOURCES FOR PERMANENT SUPPORTIVE HOUSING AT: ECONO INN 1828-1840
BROADWAY AVE, FRESNO CA 93721; APN: 466-191-09**

WHEREAS, the Housing Authority of the City of Fresno, California (the “Authority”) intends to be the developer of the Econo Inn Apartments, an affordable permanent supportive housing development located at 1828-1840 Broadway Ave, Fresno CA 93721; and,

WHEREAS, the Authority’s mission is the creation of safe, affordable, quality housing; and

WHEREAS, the State has created the No Place Like Home Program (NPLH) for the specific purpose of creating more affordable permanent supportive housing; and

WHEREAS, there is a demonstrated need in the area to provide housing for homeless and extremely low income individuals and families; and

WHEREAS, the Authority has been working with the County of Fresno Department of Behavioral Health to identify sites that would be able to provide permanent supportive housing as well as services for residents; and

WHEREAS, the project’s financing structure calls for the submission of a No Place Like Home Program (NPLH) application to facilitate the development;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California authorize and empower the CEO/Executive Director Preston Prince, Deputy Executive Director Tracewell Hanrahan, and/or their Designee, to submit an application to a State of California No Place Like Home (NPLH) Supportive Housing Program funding application, and authorize the undertaking of all actions necessary to assemble additional financing sources, which may include, but are not limited to: (a) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (b) submission of an application for City of Fresno HOME funds, (c) submission of an application for California Housing Finance Agency (CalHFA) program funds, and (e) grants, operating

subsidies and/or private loans and such other sources identified by the CEO/Executive Director Preston Prince, and further authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director and/or their designee to negotiate and execute documents in connection with the approved actions.

PASSED AND ADOPTED THIS 22nd DAY OF JANUARY, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

IN THE MATTER OF: Housing Authority of the City of Fresno, CA: Submission of a No Place Like Home Program (“NPLH”) funding application for the Econo Inn development

AUTHORIZATION TO PARTICIPATE IN THE NO PLACE LIKE HOME PROGRAM

All of the commissioners of the Housing Authority of the City of Fresno, CA, a California public benefit agency (the “Authority”), hereby consent to, adopt and ratify the following resolutions:

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability, dated October 15, 2018 as amended on October 30, 2018 (“NOFA”) under the No Place Like Home Program (“NPLH” or “Program”) authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890; and,

WHEREAS, the NOFA relates to the availability of Competitive Allocation funds under the NPLH Program; and,

WHEREAS, the “Authority is an Applicant within the meaning of Section 101(c) of the NPLH Program Guidelines, dated July 17, 2017 (“Guidelines”); and,

WHEREAS, the “Authority” is authorized to do business in the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the “Authority” does hereby determine and declare as follows:

SECTION 1. That the “Authority” is hereby authorized and directed to borrow an amount not to exceed \$1,651,943 in NPLH Competitive Program funds, and \$1,547,076 in NPLH Capitalized Operating Subsidy Reserve (COSR) loans, as detailed in the NOFA up to the amount authorized by Section 102 of the Guidelines and applicable state law (the “NPLH Loan”).

SECTION 2. That in connection with the NPLH Loan, the “Authority” is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the NPLH Loan, the “Authority’s” obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory

agreement, a development agreement and certain other documents required by the Department as security for, evidence of or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Loan Documents").

SECTION 3. That **Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director, and/or their Designee** are hereby authorized to execute the NPLH Loan Documents, and any amendments or modifications thereto, on behalf of the "Authority".

SECTION 4. That this resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 22nd day of January, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Signature of Attesting Officer:

Printed Name and Title of Attesting Officer:

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of the Corporation 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 said corporation 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.

DATE: _____

[Name] _____ Secretary

EXHIBIT A

Econo Inn Pro Forma

Development Sources and Uses		
Sources of Funds	Construction Sources	Permanent Sources
Construction Loan	\$ 5,382,503	
Special Needs Housing Program Loan		\$ 1,633,896
No Place Like Home Capital Loan (NPLH)	\$ 1,633,896	\$ 1,651,943
NPLH Capitalized Operating Subsidy Loan	\$ -	\$ 1,547,076
Accrued Interest	\$ 41,219	\$ 41,219
Costs Deferred Until Conversion	\$ 5,107,066	\$ -
Equity Contribution	\$ 807,283	\$ 8,072,833
Income from Operations		\$ 25,000
GP Contribution	\$ 100	\$ 100
Total Sources of Funds	\$ 12,972,067	\$ 12,972,067
Uses of Funds		Amount
Land/Building Acquisition Costs	\$ 1,600,000	\$ 1,600,000
Construction Costs	\$ 3,845,400	\$ 3,845,400
Contingencies	\$ 179,770	\$ 179,770
Permits/Impact Fees/etc.	\$ 158,000	\$ 158,000
Professional Fees	\$ 550,000	\$ 550,000
Relocation	\$ -	\$ -
Loan Fees and other Soft Costs	\$ 1,559,991	\$ 1,559,991
Reserves	\$ 4,016,171	\$ 4,016,171
Developer Fee	\$ 1,062,735	\$ 1,062,735
Total Uses of Funds	\$ 12,972,067	\$ 12,972,067

**Draft budget as of 1/17/2019*

Exhibit B

Econo Inn Residential Component Projected Stabilized Operating Budget

Unit Type	# Units	% AMI	SF/Unit	Net Rent Per Unit	Ann. Rent Total
SRO's	7	20%	500	\$ 550	\$ 46,200
SRO's	5	30%	750	\$ 550	\$ 33,000
SRO's	7	40%	500	\$ 550	\$ 46,200
SRO's	6	60%	500	\$ 626	\$ 45,072
					\$ -
					\$ -
Managers Unit	1				
TOTAL REVENUE	26				\$ 170,472

RESIDENTIAL OPERATING EXPENSES	Per Unit	TOTAL
Administrative	495	12,880
Management Fee	635	16,500
Utilities	751	19,520
Payroll	2,308	60,000
Insurance	223	5,795
Maintenance	1,103	28,670
Services	3,499	90,965
Replacement Reserve	600	15,600
Total Operating Expenses	9,613	249,930

**Draft budget as of 1/17/2019*

Exhibit C

Econo Inn - 15 YEAR CASH FLOW ANALYSIS

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Schedule Rental Income	2.0%	\$ 170,472	\$ 173,881	\$ 177,359	\$ 180,906	\$ 184,524	\$ 188,215	\$ 191,979	\$ 195,819	\$ 199,735	\$ 203,730	\$ 207,804	\$ 211,961	\$ 216,200	\$ 220,524	\$ 224,934
Other Income (Laundry)		\$ 5,408	\$ 5,516	\$ 5,626	\$ 5,739	\$ 5,854	\$ 5,971	\$ 6,090	\$ 6,212	\$ 6,336	\$ 6,463	\$ 6,592	\$ 6,724	\$ 6,859	\$ 6,996	\$ 7,136
Draw on COSR 1		\$ 56,715	\$ 57,849	\$ 59,006	\$ 60,186	\$ 61,390	\$ 62,618	\$ 63,870	\$ 65,148	\$ 66,451	\$ 67,780	\$ 69,135	\$ 70,518	\$ 71,928	\$ 73,367	\$ 74,834
Draw on COSR 2		\$ 92,000	\$ 93,840	\$ 95,717	\$ 97,631	\$ 99,584	\$ 101,575	\$ 103,607	\$ 105,679	\$ 107,793	\$ 109,949	\$ 112,147	\$ 114,390	\$ 116,678	\$ 119,012	\$ 121,392
GROSS POTENTIAL INCOME - HOUSING		\$ 324,595	\$ 331,087	\$ 337,709	\$ 344,463	\$ 351,352	\$ 358,379	\$ 365,547	\$ 372,858	\$ 380,315	\$ 387,921	\$ 395,679	\$ 403,593	\$ 411,665	\$ 419,898	\$ 428,296
VACANCY ASSUMPTIONS																
Vacancy Loss	10.0%	\$ 32,460	\$ 33,109	\$ 33,771	\$ 34,446	\$ 35,135	\$ 35,838	\$ 36,555	\$ 37,286	\$ 38,031	\$ 38,792	\$ 39,568	\$ 40,359	\$ 41,166	\$ 41,990	\$ 42,830
TOTAL VACANCY LOSS		\$ 32,460	\$ 33,109	\$ 33,771	\$ 34,446	\$ 35,135	\$ 35,838	\$ 36,555	\$ 37,286	\$ 38,031	\$ 38,792	\$ 39,568	\$ 40,359	\$ 41,166	\$ 41,990	\$ 42,830
EFFECTIVE GROSS INCOME		\$ 292,136	\$ 297,978	\$ 303,938	\$ 310,017	\$ 316,217	\$ 322,541	\$ 328,992	\$ 335,572	\$ 342,283	\$ 349,129	\$ 356,112	\$ 363,234	\$ 370,498	\$ 377,908	\$ 385,467
OPERATING EXPENSES & RESERVE DEPOSITS																
Operating Expenses	3.0%	\$ 249,930	\$ 257,428	\$ 265,151	\$ 273,105	\$ 281,298	\$ 289,737	\$ 298,429	\$ 307,382	\$ 316,604	\$ 326,102	\$ 335,885	\$ 345,962	\$ 356,340	\$ 367,031	\$ 378,042
TOTAL EXPENSES & RESERVES		\$ 249,930	\$ 257,428	\$ 265,151	\$ 273,105	\$ 281,298	\$ 289,737	\$ 298,429	\$ 307,382	\$ 316,604	\$ 326,102	\$ 335,885	\$ 345,962	\$ 356,340	\$ 367,031	\$ 378,042
NET OPERATING INCOME		\$ 42,206	\$ 40,550	\$ 38,787	\$ 36,911	\$ 34,918	\$ 32,804	\$ 30,563	\$ 28,189	\$ 25,679	\$ 23,027	\$ 20,227	\$ 17,272	\$ 14,158	\$ 10,878	\$ 7,425
DEBT SERVICE																
Total Required Debt Service (HCD)		\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938	\$ 6,938
Net Cash Flow		\$ 35,268	\$ 33,612	\$ 31,849	\$ 29,973	\$ 27,980	\$ 25,866	\$ 23,625	\$ 21,251	\$ 18,741	\$ 16,089	\$ 13,289	\$ 10,334	\$ 7,220	\$ 3,940	\$ 487
DEBT SERVICE COVERAGE RATIO		6.08	5.84	5.59	5.32	5.03	4.73	4.41	4.06	3.70	3.32	2.92	2.49	2.04	1.57	1.07

*Draft budget as of 1/17/2019

BOARD MEMO


O (559) 443-8400
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1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 12d

AUTHOR: Quincy Boren

SUBJECT: No Place Like Home (NPLH) Supportive Housing Program-
Request to Submit Funding Application: Plaza Terrace, 4041 Plaza Drive
West, Fresno CA 93703; APN: 454-295-09

Executive Summary

The Fresno Housing Authority ("FH") is committed to the development of affordable and supportive housing within this community, and the Plaza Terrace project exemplifies the goals of this Agency. The project proposes the rehabilitation of an existing site the FH has owned for over 30 years. The site was previously used in partnership with the County of Fresno as a reunification facility for families and children. The site has been vacant for several months, and has been selected as a potential opportunity to provide permanent supportive housing for the community.

Staff has been coordinating with the County of Fresno Department of Behavioral Health ("DBH") to identify projects and funding sources that would accomplish the goals of both the FH agency mission and DBH in the provision of permanent supportive housing with supportive services. The No Place Like Home (NPLH) program has been identified as potential funding source to assist with the development of permanent supportive housing. A competitive NOFA was released on October 30, 2018 that provides for approximately \$93 million in available funding for 11 counties. The County of Fresno DBH would act as the lead applicant and service provider, and FH will act as the development sponsor and project owner/borrower.

The Plaza Terrace will consist of 27 units of 1 & 2 bedroom housing, with 1 manager's unit. Community and open office space have been added to the rehabilitation plan to ensure tenants have access to these opportunities on site. The targeted income for the site is 20% to 60% AMI. All residents will meet income targets and 49% of the tenants will be required to meet the definition of "homeless" as defined by the NPLH program. These units will specifically be set aside for persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless. Services are voluntary and are offered to residents free of charge, and will be administered by the County of Fresno DBH. DBH has partnered with FH on the provision of services at three permanent supportive housing sites and five (5) units within Parc Grove Commons.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno, CA adopt the attached resolutions approving the necessary actions needed to move forward with a State of California No Place Like Home (NPLH) Supportive Housing Program funding application, and authorize the undertaking of all actions necessary to assemble additional financing sources, which may include, but are not limited to: (a) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (b) submission of an application for City of Fresno HOME funds, (c) submission of an application for California Housing Finance Agency (CalHFA) program funds, and (e) grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director Preston Prince, and further authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director and/or their designee to negotiate and execute documents in connection with the approved actions.

Fiscal Impact

Please see the attached Sources and Uses, operating budget and 15 year cash flow for a breakdown of the Fiscal Impact. Currently the FH is only committing Low Income Public Housing (LIPH) subsidy as a fiscal impact to the project.

Background Information

The Plaza Terrace apartment complex is located at the corner of Belmont and Cedar Ave. The site is .68 acres and currently has 30 existing units that were previously operated as reunification housing for mothers and families (the El Puente program). An outreach plan to nearby residents, commercial tenants, schools and others will be developed and implemented by both Fresno Housing and DBH. There are six 2-story buildings on site, 4 of which are used as residential living units, and the other 2 are used as a manager's office and maintenance shop, along with laundry and storage space. There will be a full renovation of kitchens, bathrooms, appliances, new flooring, HVAC systems, roofing and exterior repair. There will also be the creation of a community office space for residents to receive on-site services. The site will focus on housing tenants with extremely low incomes as well as having instances of homelessness over the past several years.

Attachments: Exhibit A – Development Pro Forma
Exhibit B – Operating Budget
Exhibit C – 15-Year Projections

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION APPROVING THE SUBMISSION OF A FUNDING APPLICATION TO THE
NO PLACE LIKE HOME PROGRAM (NPLH) AND OTHER VARIOUS FINANCING
SOURCES FOR PERMANENT SUPPORTIVE HOUSING AT: PLAZA TERRACE, 4041
PLAZA DRIVE WEST, FRESNO CA, 93703; APN: 454-295-09T**

WHEREAS, the Housing Authority of the City of Fresno, California (the “Authority”) intends to be the developer of the Plaza Terrace Apartments, an affordable permanent supportive housing development located at 4041 Plaza Drive West, Fresno CA 93703; and,

WHEREAS, the Authority’s mission is the creation of safe, affordable, quality housing; and

WHEREAS, the State has created the No Place Like Home Program (NPLH) for the specific purpose of creating more affordable permanent supportive housing; and

WHEREAS, there is a demonstrated need in the area to provide housing for homeless and extremely low income individuals and families; and

WHEREAS, the Authority has been working with the County of Fresno Department of Behavioral Health to identify sites that would be able to provide permanent supportive housing as well as services for residents; and

WHEREAS, the project’s financing structure calls for the submission of a No Place Like Home Program (NPLH) application to facilitate the development;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California authorize and empower the CEO/Executive Director Preston Prince, Deputy Executive Director Tracewell Hanrahan, and/or their Designee, to submit an application to a State of California No Place Like Home (NPLH) Supportive Housing Program funding application, and authorize the undertaking of all actions necessary to assemble additional financing sources, which may include, but are not limited to: (a) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (b) submission of an application for City of Fresno HOME funds, (c) submission of an application for California Housing Finance Agency (CalHFA) program funds, and (e) grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director

Preston Prince, and further authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director and/or their designee to negotiate and execute documents in connection with the approved actions.

PASSED AND ADOPTED THIS 22nd DAY OF JANUARY, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

IN THE MATTER OF: Housing Authority of the City of Fresno, CA: Submission of a No Place Like Home Program (“NPLH”) funding application for the Plaza Terrace development

AUTHORIZATION TO PARTICIPATE IN THE NO PLACE LIKE HOME PROGRAM

All of the commissioners of the Housing Authority of the City of Fresno, CA, a California public benefit agency (the “Authority”), hereby consent to, adopt and ratify the following resolutions:

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability, dated October 15, 2018 as amended on October 30, 2018 (“NOFA”) under the No Place Like Home Program (“NPLH” or “Program”) authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890; and,

WHEREAS, the NOFA relates to the availability of Competitive Allocation funds under the NPLH Program; and,

WHEREAS, the “Authority is an Applicant within the meaning of Section 101(c) of the NPLH Program Guidelines, dated July 17, 2017 (“Guidelines”); and,

WHEREAS, the “Authority” is authorized to do business in the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the “Authority” does hereby determine and declare as follows:

SECTION 1. That the “Authority” is hereby authorized and directed to borrow an amount not to exceed \$1,808,232 in NPLH Competitive Program funds, and \$1,675,999 in NPLH Capitalized Operating Subsidy Reserve (COSR) loans, as detailed in the NOFA up to the amount authorized by Section 102 of the Guidelines and applicable state law (the “NPLH Loan”).

SECTION 2. That in connection with the NPLH Loan, the “Authority” is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the NPLH Loan, the “Authority’s” obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory

agreement, a development agreement and certain other documents required by the Department as security for, evidence of or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Loan Documents").

SECTION 3. That **Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director, and/or their Designee** are hereby authorized to execute the NPLH Loan Documents, and any amendments or modifications thereto, on behalf of the "Authority".

SECTION 4. That this resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 22nd day of January, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Signature of Attesting Officer:

Printed Name and Title of Attesting Officer:

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of the Corporation 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 said corporation 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.

DATE: _____

[Name] _____ Secretary

EXHIBIT A
Plaza Terrace Pro Forma

Development Sources and Uses		
Sources of Funds	Construction Sources	Permanent Sources
Construction Loan	\$ 5,995,301	
Special Needs Housing Program Loan	\$ 1,400,000	\$ 1,400,000
No Place Like Home Capital Loan (NPLH)		\$ 1,808,232
NPLH Capitalized Operating Subsidy Loan	\$ -	\$ 1,675,999
Accrued Interest	\$ 35,318	\$ 35,318
Costs Deferred Until Conversion	\$ 5,187,243	\$ -
Equity Contribution	\$ 852,590	\$ 8,525,903
Income from Operations		\$ 25,000
GP Contribution	\$ 100	\$ 100
Total Sources of Funds	\$ 13,470,552	\$ 13,470,552
Uses of Funds		<i>Amount</i>
Land/Building Acquisition Costs	\$ 1,700,000	\$ 1,700,000
Construction Costs	\$ 4,073,400	\$ 4,073,400
Contingencies	\$ 441,170	\$ 441,170
Permits/Impact Fees/etc.	\$ 50,000	\$ 50,000
Professional Fees	\$ 625,000	\$ 625,000
Relocation	\$ -	\$ -
Loan Fees and other Soft Costs	\$ 1,422,720	\$ 1,422,720
Reserves	\$ 4,293,690	\$ 4,293,690
Developer Fee	\$ 864,572	\$ 864,572
Total Uses of Funds	\$ 13,470,552	\$ 13,470,552

**Draft budget as of 1/17/2019*

Exhibit B

Plaza Terrace Residential Component Projected Stabilized Operating Budget

Unit Type	# Units	% AMI	SF/Unit	Net Rent Per Unit	Ann. Rent Total
1bdrm	7	20%	500	\$ 550	\$ 46,200
2bdrm	1	20%	750	\$ 600	\$ 7,200
1bdrm	5	30%	500	\$ 550	\$ 33,000
1bdrm	6	40%	500	\$ 550	\$ 39,600
2bdrm	1	40%	750	\$ 600	\$ 7,200
1bdrm	7	60%	500	\$ 672	\$ 56,448
Managers Unit	1		750		
TOTAL REVENUE	28				\$ 189,648

RESIDENTIAL OPERATING EXPENSES	Per Unit	TOTAL
Administrative	674	18,876
Management Fee	636	17,820
Utilities	813	22,769
Payroll	2,143	60,000
Insurance	239	6,697
Maintenance	1,292	36,163
Services	3,510	98,284
Replacement Reserve	600	16,800
Total Operating Expenses	9,907	277,409

**Draft budget as of 1/17/2019*

Exhibit C

Plaza Terrace - 15 YEAR CASH FLOW ANALYSIS

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Schedule Rental Income	2.0%	\$ 189,648	\$ 193,441	\$ 197,310	\$ 201,256	\$ 205,281	\$ 209,387	\$ 213,574	\$ 217,846	\$ 222,203	\$ 226,647	\$ 231,180	\$ 235,803	\$ 240,520	\$ 245,330	\$ 250,237
Other Income (Laundry)		\$ 5,824	\$ 5,940	\$ 6,059	\$ 6,180	\$ 6,304	\$ 6,430	\$ 6,559	\$ 6,690	\$ 6,824	\$ 6,960	\$ 7,099	\$ 7,241	\$ 7,386	\$ 7,534	\$ 7,685
Draw on COSR 1		\$ 66,673	\$ 68,006	\$ 69,367	\$ 70,754	\$ 72,169	\$ 73,612	\$ 75,085	\$ 76,586	\$ 78,118	\$ 79,680	\$ 81,274	\$ 82,899	\$ 84,557	\$ 86,249	\$ 87,974
Draw on COSR 2		\$ 98,000	\$ 99,960	\$ 101,959	\$ 103,998	\$ 106,078	\$ 108,200	\$ 110,364	\$ 112,571	\$ 114,823	\$ 117,119	\$ 119,461	\$ 121,851	\$ 124,288	\$ 126,773	\$ 129,309
GROSS POTENTIAL INCOME - HOUSING		\$ 360,145	\$ 367,348	\$ 374,695	\$ 382,189	\$ 389,833	\$ 397,629	\$ 405,582	\$ 413,693	\$ 421,967	\$ 430,407	\$ 439,015	\$ 447,795	\$ 456,751	\$ 465,886	\$ 475,204
VACANCY ASSUMPTIONS																
Vacancy Loss	10.0%	\$ 36,015	\$ 36,735	\$ 37,469	\$ 38,219	\$ 38,983	\$ 39,763	\$ 40,558	\$ 41,369	\$ 42,197	\$ 43,041	\$ 43,901	\$ 44,780	\$ 45,675	\$ 46,589	\$ 47,520
TOTAL VACANCY LOSS		\$ 36,015	\$ 36,735	\$ 37,469	\$ 38,219	\$ 38,983	\$ 39,763	\$ 40,558	\$ 41,369	\$ 42,197	\$ 43,041	\$ 43,901	\$ 44,780	\$ 45,675	\$ 46,589	\$ 47,520
EFFECTIVE GROSS INCOME		\$ 324,131	\$ 330,613	\$ 337,225	\$ 343,970	\$ 350,849	\$ 357,866	\$ 365,024	\$ 372,324	\$ 379,771	\$ 387,366	\$ 395,113	\$ 403,016	\$ 411,076	\$ 419,297	\$ 427,683
OPERATING EXPENSES & RESERVE DEPOSITS																
Operating Expenses	3.0%	\$ 277,409	\$ 285,731	\$ 294,303	\$ 303,132	\$ 312,226	\$ 321,593	\$ 331,241	\$ 341,178	\$ 351,413	\$ 361,956	\$ 372,814	\$ 383,999	\$ 395,519	\$ 407,384	\$ 419,606
TOTAL EXPENSES & RESERVES		\$ 277,409	\$ 285,731	\$ 294,303	\$ 303,132	\$ 312,226	\$ 321,593	\$ 331,241	\$ 341,178	\$ 351,413	\$ 361,956	\$ 372,814	\$ 383,999	\$ 395,519	\$ 407,384	\$ 419,606
NET OPERATING INCOME		\$ 46,722	\$ 44,882	\$ 42,922	\$ 40,838	\$ 38,623	\$ 36,273	\$ 33,783	\$ 31,146	\$ 28,357	\$ 25,410	\$ 22,299	\$ 19,017	\$ 15,557	\$ 11,913	\$ 8,077
DEBT SERVICE																
Total Required Debt Service (HCD)		\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595
Net Cash Flow		\$ 39,127	\$ 37,287	\$ 35,327	\$ 33,243	\$ 31,028	\$ 28,678	\$ 26,188	\$ 23,551	\$ 20,762	\$ 17,815	\$ 14,704	\$ 11,422	\$ 7,962	\$ 4,318	\$ 482
DEBT SERVICE COVERAGE RATIO		6.15	5.91	5.65	5.38	5.09	4.78	4.45	4.10	3.73	3.35	2.94	2.50	2.05	1.57	1.06

*Draft budget as of 1/17/2019

BOARD MEMO

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1331 Fulton Street
Fresno, California 93721
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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: January 18, 2019

BOARD MEETING: January 22, 2019

AGENDA ITEM: 12e

AUTHOR: Quincy Boren

SUBJECT: No Place Like Home (NPLH) Supportive Housing Program-
Request to submit funding application: Barstow Commons, 130 W. Barstow
Ave, 93704; (APN: 416-040-09)

Executive Summary

The Fresno Housing Authority ("FH") is committed to the development of affordable and supportive housing within this community, and the Barstow Commons project exemplifies the goals of this Agency.

The project is a new construction development of vacant land that will have 41 units of affordable housing and 1 manager's unit. The site will have integration of both family units and permanent supportive housing units. The No Place Like Home ("NPLH") units will make up 49% of the overall project units.

Staff has been coordinating with the County of Fresno Department of Behavioral Health ("DBH") to identify projects and funding sources that would accomplish the goals of both the FH agency mission and DBH in the provision of permanent supportive housing with supportive services. The No Place Like Home (NPLH) program has been identified as potential funding source to assist with the development of permanent supportive housing. A competitive NOFA was released on October 30, 2018 that provides for approximately \$93 million in available funding for 11 counties. The County of Fresno DBH would act as the lead applicant and service provider, and FH will act as the development sponsor and project owner/borrower.

The newly constructed site will be 41 units of 1 to 3 bedroom housing, with 1 managers unit. Community and open office space have been planned to ensure tenants have access to these opportunities on site. The targeted income for the site is 20% to 60% AMI. All residents will be meet income targets and 49% of the tenants will be required to meet the definition of "homeless" as defined by the NPLH program. These units will specifically be set aside for persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless. The other 51% will serve individuals and families in need of affordable housing. Services are voluntary and are offered to residents free of charge, and will be administered by the County of Fresno DBH. DBH has partnered with FH on the provision of services at three permanent supportive housing sites and five (5) units within Parc Grove Commons.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno, CA adopt the attached resolutions approving the necessary actions needed to move forward with a State of California No Place Like Home (NPLH) Supportive Housing Program funding application, and authorize the undertaking of all actions necessary to assemble additional financing sources, which may include, but are not limited to: (a) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (b) submission of an application for City of Fresno HOME funds, (c) submission of an application for California Housing Finance Agency (CalHFA) program funds, and (e) grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director Preston Prince, and further authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director and/or their designee to negotiate and execute documents in connection with the approved actions.

Fiscal Impact

Please see the attached Sources and Uses, operating budget and 15 year cash flow for a breakdown of the Fiscal Impact. Currently FH is only committing Low Income Public Housing (LIPH) subsidy as a fiscal impact to the project.

Background Information

The Blackstone and Barstow site is located at 130 W. Barstow, just west of Blackstone Ave. The site is 2.78 acres of vacant land that is currently zoned for multifamily housing development. There is multifamily housing surrounding the site, with single family homes to the north of the site. An outreach plan to nearby residents, commercial tenants, schools and others will be developed and implemented by both Fresno Housing and DBH. The project would be a new construction build of 42 units, with single and two story buildings. The construction plan includes a community building as well as open space and offices for property management and services to be operated out of. The site will be a mixed income property, where homeless units will be integrated with other affordable housing units serving families and individuals in an attempt to include a tenant population that has traditionally been neglected.

Attachments: Exhibit A – Development Pro Forma
Exhibit B – Operating Budget
Exhibit C – 15-Year Projections

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION APPROVING THE SUBMISSION OF A FUNDING APPLICATION TO THE
NO PLACE LIKE HOME PROGRAM (NPLH) FOR PERMANENT SUPPORTIVE HOUSING
AND LARGE FAMILY AFFORDABLE HOUSING COMPLETE AT: BARSTOW
COMMONS, 130 W. BARSTOW AVE, FRESNO CA 93704; APN: 416-040-09**

WHEREAS, the Housing Authority of the City of Fresno, California (the “Authority”) intends to be the developer of the Barstow Commons Apartments, an combined affordable large family and permanent supportive housing development located at 130 W. Barstow Ave, Fresno CA 93704; and,

WHEREAS, the Authority’s mission is the creation of safe, affordable, quality housing; and

WHEREAS, the State has created the No Place Like Home Program (NPLH) for the specific purpose of creating more affordable permanent supportive housing; and

WHEREAS, there is a demonstrated need in the area to provide housing for homeless and extremely low income individuals and families; and

WHEREAS, the Authority has been working with the County of Fresno Department of Behavioral Health to identify sites that would be able to provide permanent supportive housing and affordable large family housing, as well as services for residents;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California authorize and empower the CEO/Executive Director Preston Prince, Deputy Executive Director Tracewell Hanrahan, and/or their Designee, to submit an application to the State for the No Place Like Home Program, and execute any supporting documents in conjunction with the NPLH program, for the purposes of providing twenty units (20) of permanent supportive housing, twenty one (21) units of large family housing, and one (1) managers of housing in Fresno, CA at the Barstow Commons development

PASSED AND ADOPTED THIS 22nd DAY OF JANUARY, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the

following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

IN THE MATTER OF: Housing Authority of the City of Fresno, CA: Submission of a No Place Like Home Program ("NPLH") funding application for the Barstow Commons development

AUTHORIZATION TO PARTICIPATE IN THE NO PLACE LIKE HOME PROGRAM

All of the commissioners of the Housing Authority of the City of Fresno, CA, a California public benefit agency (the "Authority"), hereby consent to, adopt and ratify the following resolutions:

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, dated October 15, 2018 as amended on October 30, 2018 ("NOFA") under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890; and,

WHEREAS, the NOFA relates to the availability of Competitive Allocation funds under the NPLH Program; and,

WHEREAS, the "Authority is an Applicant within the meaning of Section 101(c) of the NPLH Program Guidelines, dated July 17, 2017 ("Guidelines"); and,

WHEREAS, the "Authority" is authorized to do business in the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the "Authority" does hereby determine and declare as follows:

SECTION 1. That the "Authority" is hereby authorized and directed to borrow an amount not to exceed \$3,103,653 in NPLH Competitive Program funds, and \$2,836,306 in NPLH Capitalized Operating Subsidy Reserve (COSR) loans, as detailed in the NOFA up to the amount authorized by Section 102 of the Guidelines and applicable state law (the "NPLH Loan").

SECTION 2. That in connection with the NPLH Loan, the "Authority" is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the NPLH Loan, the "Authority's" obligations related thereto, and the Department's security therefore; including,

but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement and certain other documents required by the Department as security for, evidence of or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Loan Documents").

SECTION 3. That **Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director, and/or their Designee** are hereby authorized to execute the NPLH Loan Documents, and any amendments or modifications thereto, on behalf of the "Authority".

SECTION 4. That this resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 22nd day of January, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Signature of Attesting Officer:

Printed Name and Title of Attesting Officer:

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of the Corporation 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 said corporation 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.

DATE: _____

[Name] _____ Secretary

EXHIBIT A
Barstow Commons Pro Forma

Development Sources and Uses		
Sources of Funds	Construction Sources	Permanent Sources
Construction Loan	\$ 13,623,936	
Special Needs Housing Program Loan	\$ 1,574,810	\$ 1,574,810
No Place Like Home Capital Loan (NPLH)		\$ 3,103,653
NPLH Capitalized Operating Subsidy Loan	\$ -	\$ 2,836,306
Accrued Interest	\$ 39,728	\$ 39,728
Costs Deferred Until Conversion	\$ 6,589,653	\$ -
Equity Contribution	\$ 1,585,959	\$ 15,859,589
GP Contribution	\$ 100	\$ 100
Total Sources of Funds	\$ 23,414,186	\$ 23,414,186
Uses of Funds		<i>Amount</i>
Land/Building Acquisition Costs	\$ 850,000	\$ 850,000
Construction Costs	\$ 12,900,000	\$ 12,900,000
Contingencies		
Permits/Impact Fees/etc.	\$ 275,000	\$ 275,000
Professional Fees	\$ 550,000	\$ 550,000
Relocation	\$ -	\$ -
Loan Fees and other Soft Costs	\$ 2,284,254	\$ 2,284,254
Reserves	\$ 4,537,792	\$ 4,537,792
Developer Fee	\$ 2,017,140	\$ 2,017,140
Total Uses of Funds	\$ 23,414,186	\$ 23,414,186

**Draft budget as of 1/17/2019*

Exhibit B

Barstow Commons Residential Component Projected Stabilized Operating Budget

Unit Type	# Units	% AMI	SF/Unit	Net Rent Per Unit	Ann. Rent Total
1bdrm	7	20%	500	\$ 550	\$ 46,200
2bdrm	8	20%	750	\$ 600	\$ 57,600
1bdrm	3	30%	500	\$ 550	\$ 19,800
2bdrm	2	30%	750	\$ 600	\$ 14,400
3bdrm	2	30%	1,000	\$ 650	\$ 15,600
1bdrm	1	40%	500	\$ 550	\$ 6,600
2bdrm	3	40%	715	\$ 600	\$ 21,600
3bdrm	1	40%	1,000	\$ 650	\$ 7,800
1bdrm	1	50%	500	\$ 550	\$ 6,600
2bdrm	2	50%	750	\$ 617	\$ 14,808
3bdrm	2	50%	1,000	\$ 711	\$ 17,064
2bdrm	3	60%	750	\$ 751	\$ 27,036
3bdrm	6	60%	1,000	\$ 866	\$ 62,352
Managers Unit	1		750		
TOTAL REVENUE	42				\$ 317,460

RESIDENTIAL OPERATING EXPENSES	Per Unit	TOTAL
Administrative	510	21,415
Management Fee	496	20,850
Utilities	666	27,964
Payroll	1,429	60,000
Insurance	203	8,542
Maintenance	2,415	101,429
Services	2,678	112,472
Replacement Reserve	595	25,000
Total Operating Expenses	8,992	377,672

**Draft budget as of 1/17/2019*

Exhibit C

Barstow Commons - 15 YEAR CASH FLOW ANALYSIS

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Schedule Rental Income	2.0%	\$ 317,460	\$ 323,809	\$ 330,285	\$ 336,891	\$ 343,629	\$ 350,501	\$ 357,512	\$ 364,662	\$ 371,955	\$ 379,394	\$ 386,982	\$ 394,722	\$ 402,616	\$ 410,668	\$ 418,882
Other Income (Laundry)		\$ 3,000	\$ 3,060	\$ 3,121	\$ 3,184	\$ 3,247	\$ 3,312	\$ 3,378	\$ 3,446	\$ 3,515	\$ 3,585	\$ 3,657	\$ 3,730	\$ 3,805	\$ 3,881	\$ 3,958
Draw on COSR 1		\$ 107,417	\$ 109,565	\$ 111,757	\$ 113,992	\$ 116,272	\$ 118,597	\$ 120,969	\$ 123,388	\$ 125,856	\$ 128,373	\$ 130,941	\$ 133,560	\$ 136,231	\$ 138,955	\$ 141,734
Draw on COSR 2		\$ 66,000	\$ 67,320	\$ 68,666	\$ 70,040	\$ 71,441	\$ 72,869	\$ 74,327	\$ 75,813	\$ 77,330	\$ 78,876	\$ 80,454	\$ 82,063	\$ 83,704	\$ 85,378	\$ 87,086
GROSS POTENTIAL INCOME - HOUSING		\$ 493,877	\$ 503,755	\$ 513,830	\$ 524,106	\$ 534,588	\$ 545,280	\$ 556,186	\$ 567,309	\$ 578,656	\$ 590,229	\$ 602,033	\$ 614,074	\$ 626,355	\$ 638,883	\$ 651,660
VACANCY ASSUMPTIONS																
Vacancy Loss	10.0%	\$ 49,388	\$ 50,375	\$ 51,383	\$ 52,411	\$ 53,459	\$ 54,528	\$ 55,619	\$ 56,731	\$ 57,866	\$ 59,023	\$ 60,203	\$ 61,407	\$ 62,636	\$ 63,888	\$ 65,166
TOTAL VACANCY LOSS		\$ 49,388	\$ 50,375	\$ 51,383	\$ 52,411	\$ 53,459	\$ 54,528	\$ 55,619	\$ 56,731	\$ 57,866	\$ 59,023	\$ 60,203	\$ 61,407	\$ 62,636	\$ 63,888	\$ 65,166
EFFECTIVE GROSS INCOME		\$ 444,489	\$ 453,379	\$ 462,447	\$ 471,696	\$ 481,130	\$ 490,752	\$ 500,567	\$ 510,578	\$ 520,790	\$ 531,206	\$ 541,830	\$ 552,667	\$ 563,720	\$ 574,994	\$ 586,494
OPERATING EXPENSES & RESERVE DEPOSITS																
Operating Expenses	3.0%	\$ 377,672	\$ 389,002	\$ 400,672	\$ 412,692	\$ 425,073	\$ 437,825	\$ 450,960	\$ 464,489	\$ 478,424	\$ 492,776	\$ 507,560	\$ 522,786	\$ 538,470	\$ 554,624	\$ 571,263
TOTAL EXPENSES & RESERVES		\$ 377,672	\$ 389,002	\$ 400,672	\$ 412,692	\$ 425,073	\$ 437,825	\$ 450,960	\$ 464,489	\$ 478,424	\$ 492,776	\$ 507,560	\$ 522,786	\$ 538,470	\$ 554,624	\$ 571,263
NET OPERATING INCOME		\$ 66,817	\$ 64,377	\$ 61,774	\$ 59,003	\$ 56,056	\$ 52,927	\$ 49,607	\$ 46,090	\$ 42,366	\$ 38,430	\$ 34,270	\$ 29,880	\$ 25,250	\$ 20,370	\$ 15,231
DEBT SERVICE																
Total Required Debt Service (HCD)		\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991	\$ 14,991
Net Cash Flow		\$ 51,826	\$ 49,386	\$ 46,783	\$ 44,012	\$ 41,065	\$ 37,936	\$ 34,616	\$ 31,099	\$ 27,375	\$ 23,439	\$ 19,279	\$ 14,889	\$ 10,259	\$ 5,379	\$ 240
DEBT SERVICE COVERAGE RATIO		4.46	4.29	4.12	3.94	3.74	3.53	3.31	3.07	2.83	2.56	2.29	1.99	1.68	1.36	1.02

*Draft budget as of 1/17/2019

Addendums

January 22, 2019



Fresno
**Economic
Opportunities
Commission**

Low Income Home Energy Assistance Program (LIHEAP)

Sanctuary Transitional Shelter
Foster Grandparent Program
Sanctuary Youth Shelter
Rural Tobacco Education Program
WIC - Women, Infants and Children
Local Conservation Corps (LCC)
Low-Income Home Energy Assistance Program (LIHEAP)
Café EOC
Fresno Street Saints
Housing Programs
Community Health Center
Early Head Start
Recycling
Transit Systems
Food Distribution
California Personal Responsibility Education Program (CAPREP)
Summer Food Program
Access Plus Capital
Weatherization
YouthBuild Charter School of California Central
Nielsen Conference Center
Head Start
School of Unlimited Learning (SOUL)
Adolescent Family Life Program (AFLP)
Sanctuary Outreach to the Streets (SOS)
Food Systems Initiative
Food Services
Central Valley Against Human Trafficking (CVAHT)
Safe Place
Urban South Youth Program
Self Help Credit Union
Valley Apprenticeship Connection

WHAT IS LIHEAP?

- Low Income Home Energy Assistance Program (LIHEAP) is a program that assists eligible households by providing a one-time payment to their home energy bill.



Collaborative Partners

Fresno EOC LIHEAP and Fresno Housing Authority

In 2018 LIHEAP:

- Visited 17 Fresno Housing Properties located in: Fresno, Del Rey, Firebaugh, Huron, Kingsburg, Orange Cove, Reedley, Sanger, and Selma
- Served 12,109 Fresno County Households
- Assisted 3,486 Fresno Housing Households
(avg. payment per household = \$438)





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Sanctuary Transitional Shelter
Foster Grandparent Program
Sanctuary Youth Shelter
Rural Tobacco Education Program
WIC - Women, Infants and Children
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Resident Empowerment Presentations Framework

By Angie Nguyen

Board of Commissioners Meeting

January 22, 2019

Create a framework that guides how and when information is communicated to the Board about resident empowerment activities, services, impact, and progress.

Proposed Framework

- Data/Outcomes
- Progress on Pilot Programs
- Partnerships
- Resident Stories



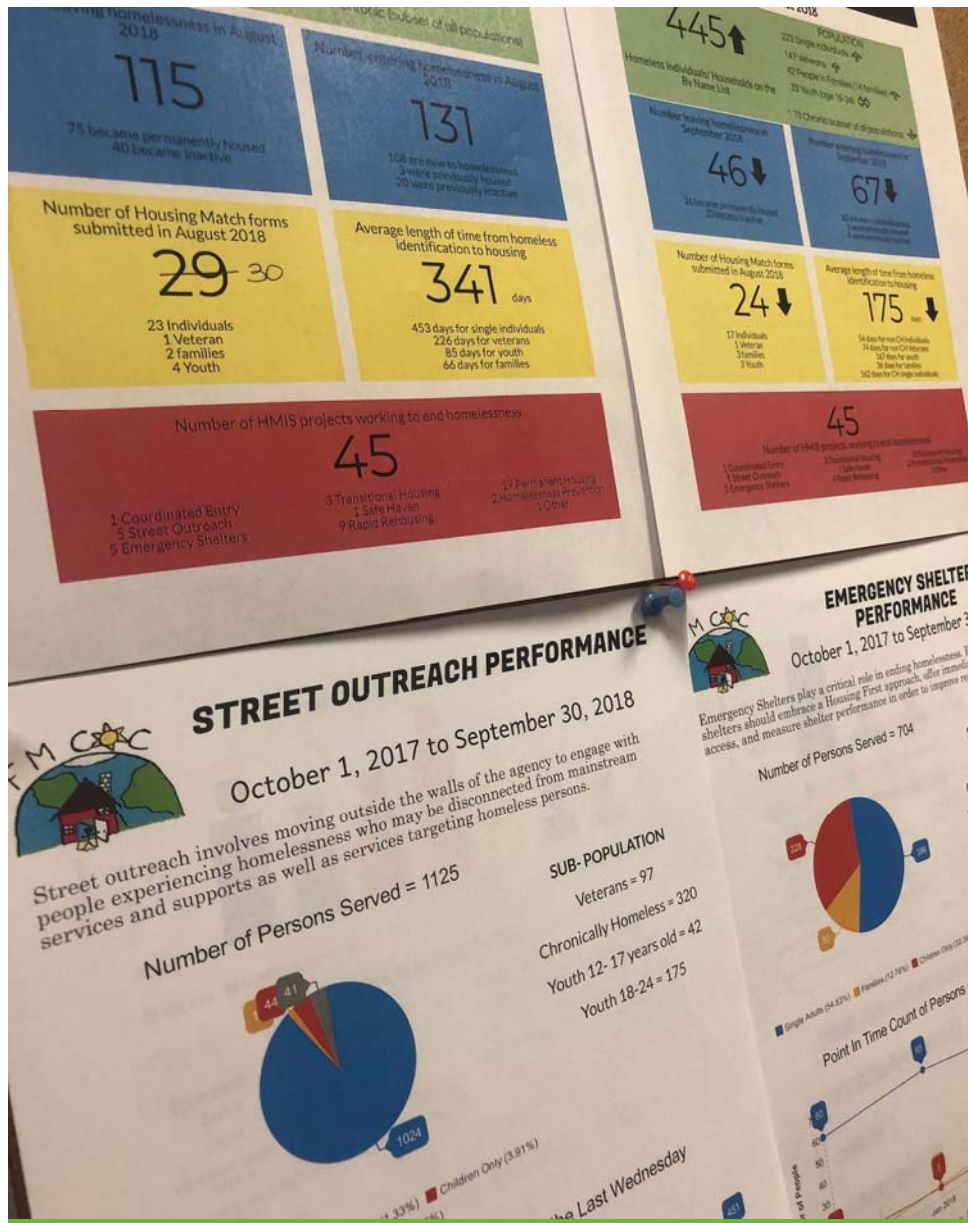
Culture of Data

***MARCELLA LOPEZ-SCHMIDT
Homeless Management Information
System Intern, 2018***



Marcella Lopez-Schmidt
CSU Fresno-
Cultural Anthropology

*Why would a cultural anthropologist
want to work in a data department?*

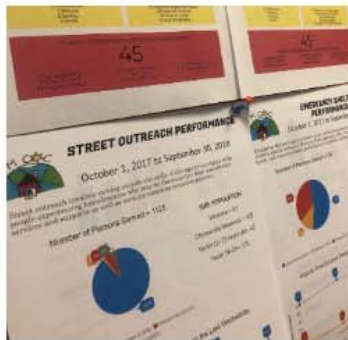


Research Question?

What would it look like to intentionally humanize HMIS data, from collection to analysis?

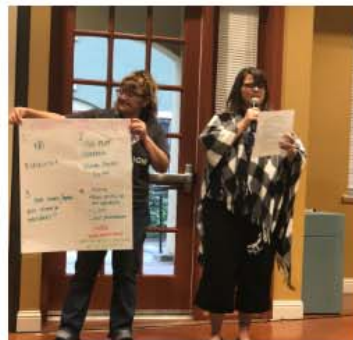
Key Moments

Projects that facilitated growth as a student intern



EVALUATION TOOLS

- Development
- Review by HMIS committee
- Implementation



CONFERENCE

- Participation
- Feedback facilitation
- Action Planning



INTERNSHIP DESCRIPTION

- Developing language and role
- Continuing progress



Research Takeaways

*We must remember that **data** represents many people, both clients and providers who use the system.*

The questions we ask, determine what we measure.

Internship Takeaways

Fresno Housing Authority culture



CULTURE OF COLLABORATION

- Interdisciplinary coordination



ORGANIZATIONAL CULTURE

- Friendly
- Enthusiastic
- Supportive
- Prioritizes Development



CULTURE OF INNOVATION

- Welcoming of ideas across positions, departments and partners

Thank you!





Homeless Overview & Update

By Preston Prince

Board of Commissioners Meeting

January 22, 2019

Framework Recommendations Report

- Result of engagement of Barbara Poppe
 - Visits to Fresno, review of data, community collaboration
 - Review of best practices – Seattle, Santa Clara and San Francisco
- Framework Recommendations Report
 - 4 Pillars; 13 strategies
- Update on progress or planned next steps



Pillar 1 – Alignment and Community Engagement

Adopt Collective Impact


- Assist in formation of Street2Home with operational considerations (org structure, board structure, operating agreements, board membership)
- Progress
 - Communication
- Next Steps
 - Street2Home (S2H) staffing
 - Employer of record
 - Member of S2H Board
 - Homeless Planning Activities *



Pillar 2 – Reduce Inflow to Homelessness

Diversion

- Strategy to prevent individuals/families from entering the homeless system through collaborative problem solving
- Progress:
 - Homeless Emergency Aid Program (HEAP) from State of California; funding plan allocating dollars to diversion
- Next Steps
 - Procurement process
 - Potential HA Role: HMIS data



Community Center

Pillar 3 – Improve Crisis Response

Crisis Response

- Analyze crisis response models for efficiency and best practices
- Progress
 - Visited and analyzed best practices
 - HEAP funding plan; 100 bed Triage Center*; 60 bed Bridge Housing*
- Next Steps
 - Procurement process
 - Potential owner/landlord of Triage and/or Bridge Housing in partnership with service provider



Pillar 4 – Increase Exits to Permanent Housing and Services

Permanent Housing

- Permanent Housing
 - Project Ignite in collaboration with Dept of Behavioral Health and others
 - Implement PSH pipeline of 200 units in 3 years
- Progress
 - Board approved the additional 600 HCV vouchers with a limited preference for homeless initiatives (Project Ignite)
 - Permanent Supportive Housing options to be discussed in the Development Update

Permanent Housing – Potential HA Role

- Landlord Engagement / Landlord Mitigation
- Rapid Rehousing
 - Direct provider
 - Administrative partner to operator of Rapid Rehousing (i.e. housing process administration)

Alternative View

- Alternative Viewpoint
 - Framework report is redundant to other efforts, i.e. 10 Year Plan to End Homelessness 2008
- Response
 - Following 10 Year Plan has led to some success, i.e. USICH West Coast cities data
 - Framework speaks to current conditions in Fresno, current best practices around the country

Alternative View

- Alternative Viewpoint
 - There is a need for a 200-bed shelter with a sole operator, possibly in SW Fresno
- Response:
 - Best practice dictates smaller size to easier facilitation of permanent housing exit strategies
 - HEAP plan calls for 100 Triage beds; however, no site is larger than 50 beds

General Next Steps

- Due to the City Council's decision last week have separate procurement processes, both the City & the FMCoC will need to revise the HEAP budget plan
- Community engagement meetings



Real Estate Development Update

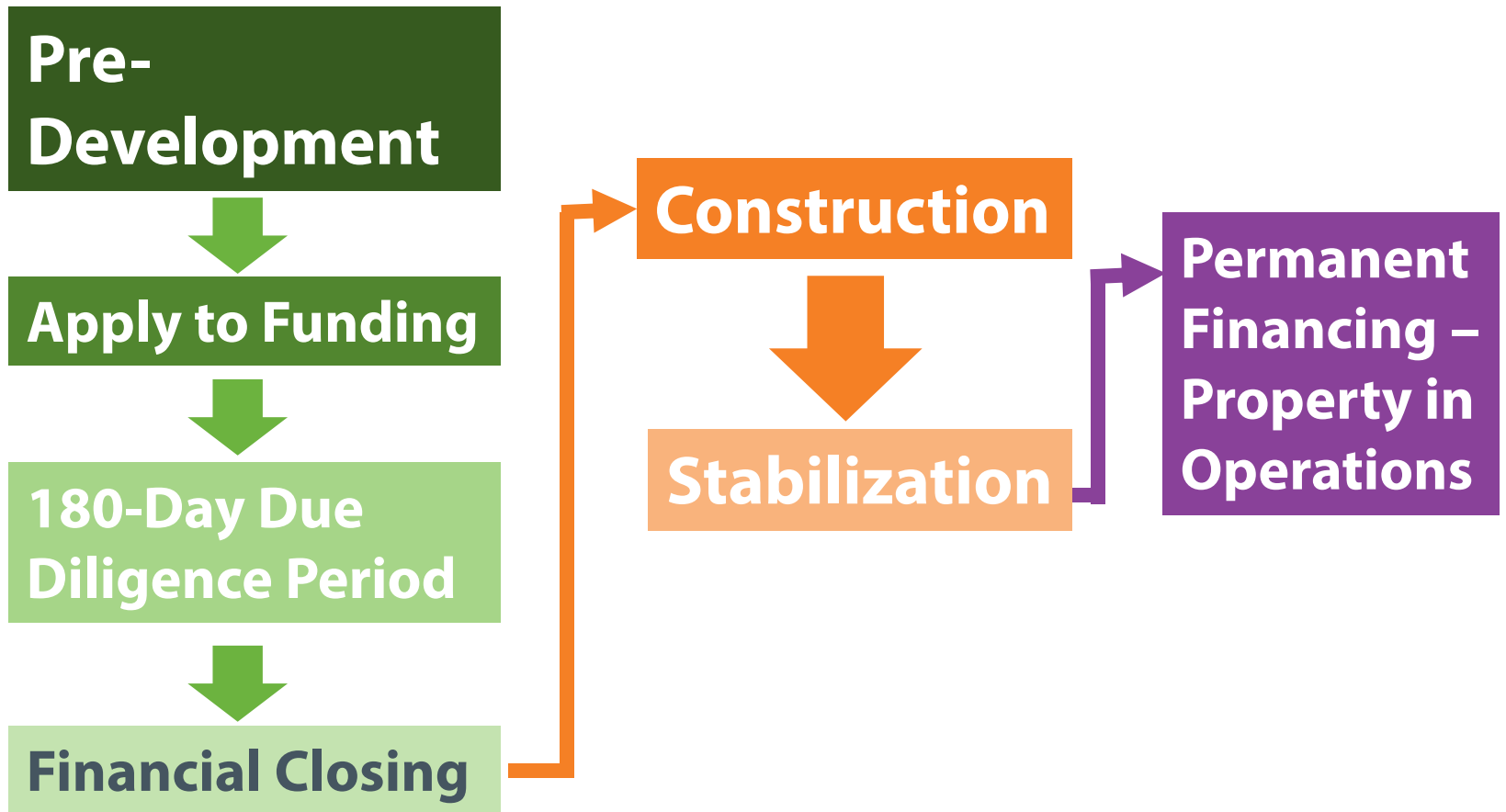
*Boards of Commissioners Meeting
January 22, 2019*



Presentation Overview

- Current Development Overview
 - Projects Closing
 - Projects Under Construction
 - Projects in Stabilization
- Future Development Pipeline 2019
 - City
 - County
- HRFC Update
 - Outflows and Inflows
- Permanent Supportive Housing
 - Partnership with the County: MOU for Permanent Supportive Housing
 - Funding Application Submissions – No Place Like Home

Development Life Cycle





Projects Closing

- Mariposa Meadows (Fresno)
 - March 18 closing deadline
- Orchard Apartments (Parlier)
 - April 1 closing deadline



Projects in Construction

- Magnolia Commons (Magill Terrace) – Fowler
 - 45% complete
- Oak Grove – Parlier
 - 63% complete



Magnolia Commons Construction (Fowler)



Magnolia Commons Construction (Fowler)







Projects in Stabilization

- Legacy Commons Phase II (Fresno)
- Renaissance at Parc Grove Commons (Fresno)
- Blossom Trail Commons (Sanger)

Strategic Priorities: Development

- Continue to reposition and redevelop Public Housing portfolio utilizing RAD or other tools
 - City And County
- Increase activity in Neighborhoods of Opportunity such that our residents have mobility options
- Explore acquisition and renovation opportunities, particularly in neighborhoods with low quality rental stock
- Continue to develop in transit-adjacent corridors (including downtown areas) to enhance access to employment and support the reduction of green house gas emissions
- Continue new construction projects to increase quantity and quality of stock and diversify income streams (sustainability)
- Increase permanent supportive housing and other projects that align with community framework to address homelessness

Development Pipeline

- City
 - Chinatown 2019
 - West Fresno 2019/2020
 - Acq/Rehab 2019/2020
 - Blackstone/Simpson 2019/2020
 - Highway City 2020
 - Downtown 2020
 - Parc Grove Vets Phase 4 2021/2022 *VA Parking
- County
 - Kingsburg Seniors 2019
 - Huron 2019
 - Clovis/NE Fresno 2019
 - Acq/Rehab 2019/2020
 - Caruthers 2019/2020
 - Laton 2019/2020
 - Firebaugh 2019/2020

HRFC Cash Flow Projections

Cash Balance as of 12/31/2018	9.13
Potential Inflows	1.20
Remaining Commitments	(2.01)
Uncommitted Cash	8.32

- Total cash at 12/31/18 is \$9.13 million
- Staff is conservatively estimating inflows of \$1.20 million, and \$2.01 million of commitments (not all to be spent in 2019)
- This leaves about \$8.32 million in uncommitted funds

*Amounts shown in millions of dollars

HRFC Potential Inflows

- Possible Inflows or Redevelopments
 - San Ramon Refinance
 - Sales Proceeds (redevelopment)
 - Sales of Assets
 - Huron Update

Upcoming Pipeline Projects - City

- Current and Immediate Future Requests
 - Chinatown – 57 Units
 - 4% Tax Credit
 - July or August
 - HRFC Committed: \$1m
 - Permanent Supportive Housing
 - Discussed later in the presentation

Upcoming Pipeline Projects - County

- Current and Immediate Future Requests
 - Kingsburg Seniors – 47 units
 - TCAC and CalHFA
 - January and February
 - Request from HRFC: \$1m - \$2m
 - Huron – 61 units
 - Tax Credit and CalHFA
 - January and February
 - Request from HRFC: \$2m - \$3m
 - Clovis – 60 Units
 - Tax Credit and CalHFA
 - January and February
 - Request from HRFC: \$3m - \$4m



Permanent Supportive Housing

- Supports Framework Pillar 4
 - Aligns with Development and Programmatic Priorities
 - Continues FH commitment to reducing homelessness
 - Collaboration with Key Partners
 - MOU to Develop Special Needs/Permanent Supportive Housing with County of Fresno

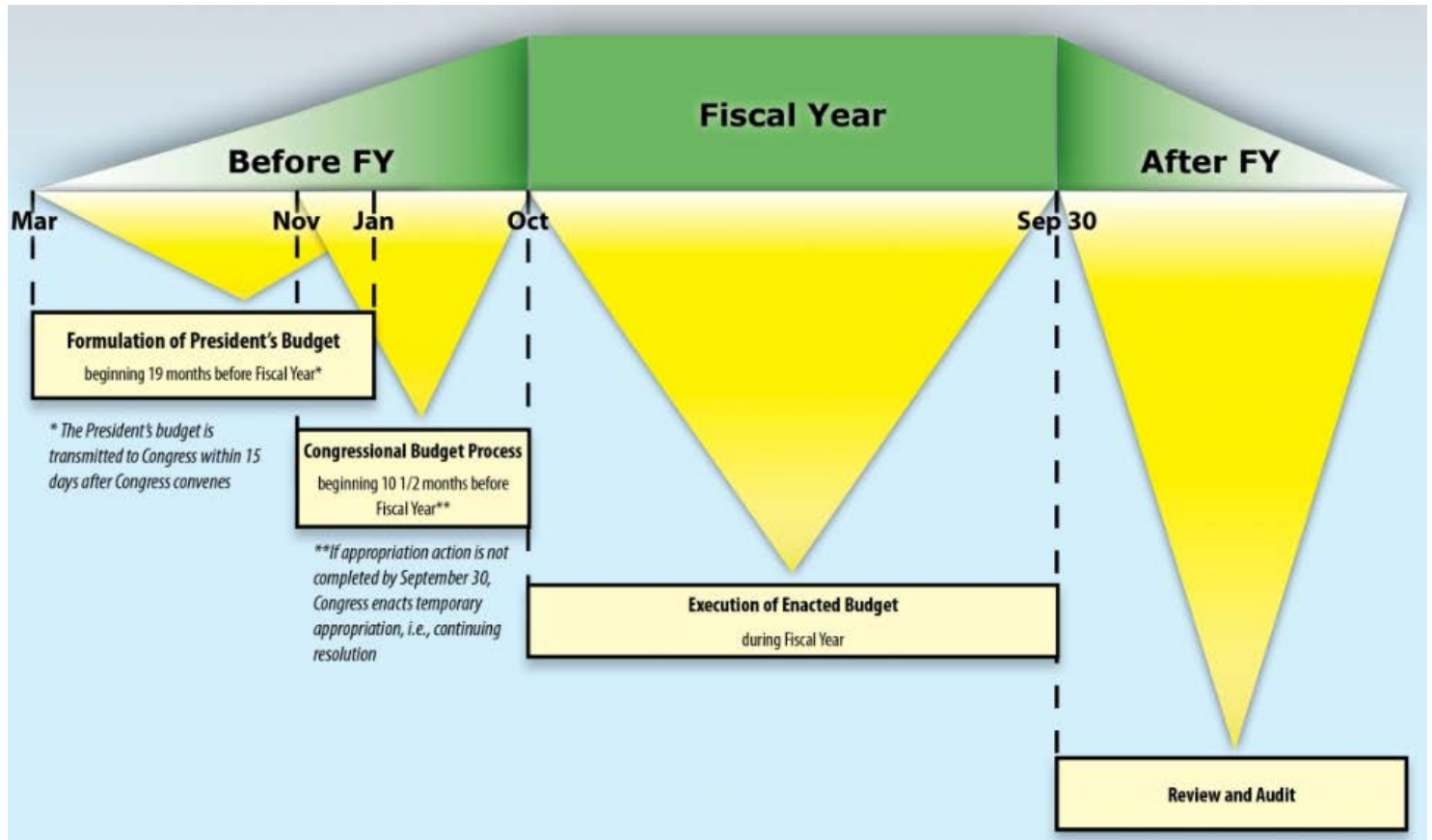


Consideration of Line of Credit from HRFC

Boards of Commissioners Meeting

January 22, 2019

Federal Budget Process



Federal Budget Update

- Day 31 of the Partial Government Shutdown
- HUD Funds for January and February have been obligated
- Housing Authorities are at risk of not receiving HUD funding for March if the shutdown continues
- On average, the Agency pays \$6.8 million in HAP payments to landlords and \$2.4 million in regular operating expenses each month (\$9.2m total).
- Agency has approximately \$6 million in unrestricted reserves, as of 12/31/18
- Staff recommends accepting a line of credit from HRFC to cover on-going expenses if shutdown continues

HRFC Cash Flow Projections

Cash Balance as of 12/31/2018	9.13
Potential Inflows	1.20
Remaining Commitments	(2.01)
Uncommitted Cash	8.32

- Total cash at 12/31/18 is \$9.13 million
- Staff is conservatively estimating inflows of \$1.20 million, and \$2.01 million of commitments (not all to be spent in 2019)
- This leaves about \$8.32 million in uncommitted funds
- Staff is requesting a \$5 million line of credit from HRFC to cover HAP and operating costs in the event of a continued government shutdown

*Amounts shown in millions of dollars

Next Steps

- Staff has a communications plan in place that will be updated tomorrow should the Boards approve the Line of Credit to ensure services continue through March
 - FAQ's on Government Shutdown
 - Email blast to landlords, residents and community partners
 - Social media & website updates



Real Estate Development Action Items Part I

*Boards of Commissioners Meeting
January 22, 2019*

Fresno County Memorandum of Understanding for Permanent Supportive Housing

- There are new sources of funds in support of Permanent Supportive Housing (PSH)
 - Statewide non-competitive NPLH funds
 - Statewide competitive NPLH funds
 - Fresno County Special Needs Housing Program (SNHP) funds
- Staff is proposing a partnership in the form of a Memorandum of Understanding with the Fresno County Department of Behavioral Health (DBH) for the allocation of non-competitive funding and the development of permanent supportive housing; with DBH committing to 20 years of supportive services to be administered at newly constructed PSH sites

Action Item 7.b.

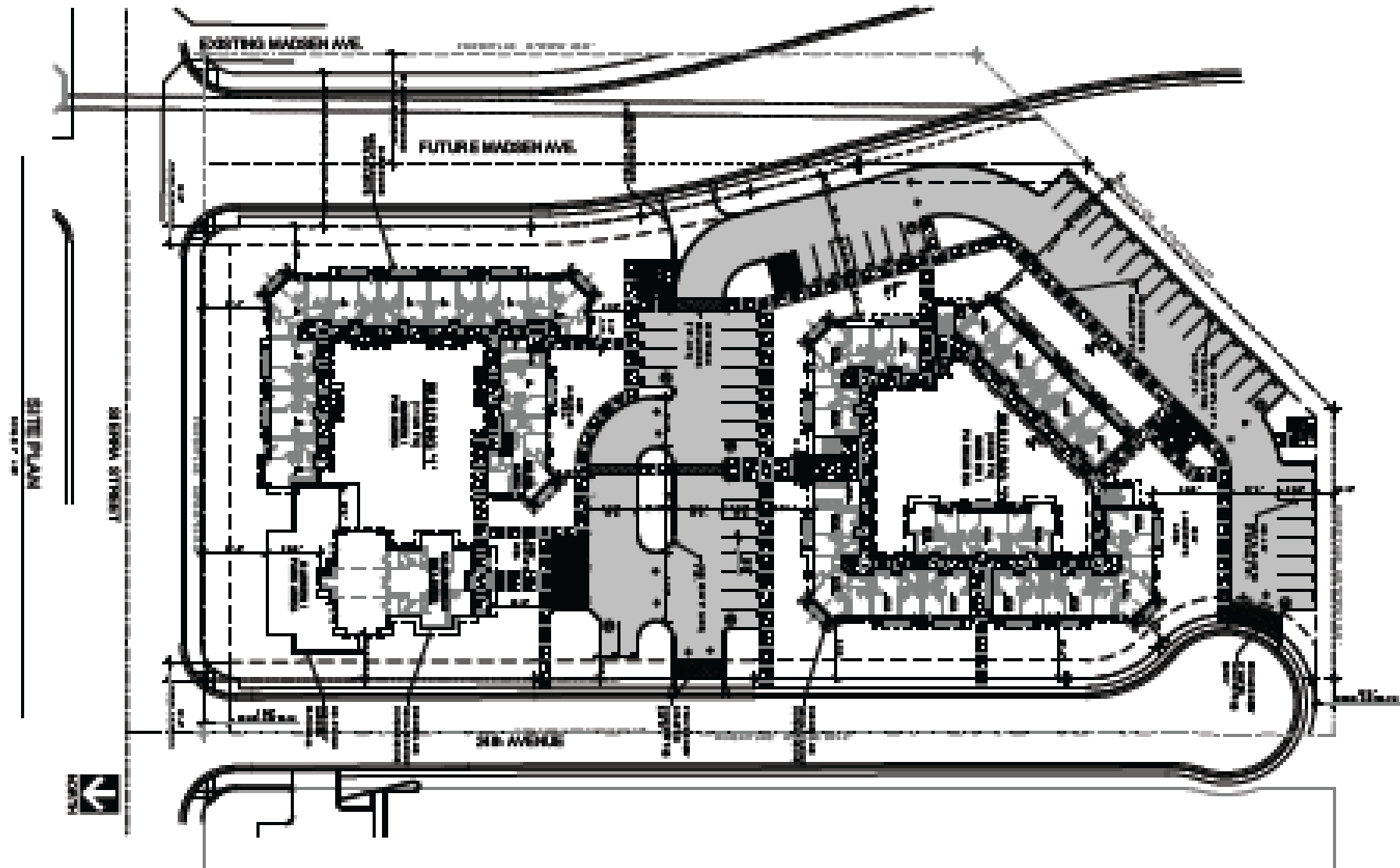
*Consideration of Approval of Memorandum of
Understanding for Permanent Supportive
Housing – County of Fresno*

Kingsburg Senior Village

- Proposed 47 units of senior housing located on 4.84 acres of vacant land at the SW corner of Madsen Avenue and Sierra Street, Kingsburg, CA
- Parcel owned by Kingsburg RDA Successor Agency
- City has approved donating the land; also considering development impact fee deferral
- Development Agreement (DA) with the City of Kingsburg approved at the September 2018 Board Meeting
- City is engaged in the design process
- Design workshop held with Marion Villas residents Dec. 17
- *County HOME program application submitted Jan. 2019*
- *Potential 1st Round 2019 Tax Credit application*
- *Requesting approval to submit CalHFA funding application*



Kingsburg Senior Village Aerial (Kingsburg)



Kingsburg Site Plan (Kingsburg)

Action Item 7.c.

*Consideration of California Housing Finance
Agency Loan Application – Kingsburg Senior
Project*



Section 8 Management Assessment Program: SEMAP

*Boards of Commissioners Meeting
January 22, 2019*

SEMAP

- Measures the performance of a PHA that administers the Housing Choice Voucher program in 14 key program areas.
- Indicators 1 – 8 are audited internally and self-certified by Quality Assurance.
- Indicators 9 – 14 are verified through data submitted through HUD's national database, and information conducted by independent auditors.

Overall Performance Ratings

Status:

Scoring

- | | |
|----------------------|------------|
| • High Performer | 90% – 100% |
| • Standard Performer | 60% - 89% |
| • Troubled Performer | below 60% |

SEMAP Indicators (City – CA006)

	Max Pts	2018	%
1. Selection from the Waiting List	15	15	100%
2. Rent Reasonableness	20	20	98%
3. Determination of Adjusted Income	20	20	90%
4. Utility Allowance	5	5	Yes
5. Housing Quality Standard (HQS) Quality Control Inspections	5	5	100%
6. HQS Enforcement	10	10	100%
7. Housing Opportunity	5	5	Yes
8. Payment Standards	5	5	Yes
9. Annual Re-examinations	10	10	100%
10. Correct Tenant Rent Calculations	5	5	100%
11. Pre-contract HQS Inspections	5	5	100%
12. Annual HQS Inspections	10	10	100%
13. Lease –Up	20	20	98%
14. FSS Enrollment and Escrow Accounts	0	N/A	N/A
Total Points & Overall Rating:	135	135	100%

2018 City SEMAP Certification

- City HCV program received “High” performer status with an overall score of 100%

SEMAP Indicators (County – CA028)

	Max Pts	2018	%
1. Selection from the Waiting List	15	15	100%
2. Rent Reasonableness	20	20	98%
3. Determination of Adjusted Income	20	15	86%
4. Utility Allowance	5	5	Yes
5. Housing Quality Standard (HQS) Quality Control Inspections	5	5	100%
6. HQS Enforcement	10	10	100%
7. Housing Opportunity	5	5	Yes
8. Payment Standards	5	5	Yes
9. Annual Re-examinations	10	10	100%
10. Correct Tenant Rent Calculations	5	5	100%
11. Pre-contract HQS Inspections	5	5	100%
12. Annual HQS Inspections	10	10	100%
13. Lease –Up	20	20	98%
14. FSS Enrollment and Escrow Accounts	10	8	60%
Total Points:	145	138	95%

2018 County SEMAP Certification

- County HCV program received “High” performer status with overall score of 95%
- Indicator 3 – There was slight decline in rent determination from 90% to 86%; earning us 15 points.
- Indicator 14 – There was a slight decline in the number of families enrolled in the FSS program. There are 35 slots available and 21 families enrolled; therefore, we will receive 8 points



Real Estate Development Action Items Part II

*Boards of Commissioners Meeting
January 22, 2019*

Action Item 12.a.

- Approval to enter into Purchase and Sale Agreement – 1828 Broadway

Action Item 12.b.

- Approval to enter into Purchase and Sale Agreement – Barstow

Action Item 12. c.

- Consideration of Funding Application Submission – Econo Inn

Action Item 12.d.

- Consideration of Funding Application Submission – Plaza Terrace

Action Item 12. e.

- Consideration of Funding Application Submission – Barstow Commons