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## BOARDS MEETING ADDENDUM

November 17, 2015



## BOARD MEMO

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**TO:** Board of Commissioners **DATE:** 11/13/15

**FROM:** Preston Prince **BOARD MEETING:** 11/17/2015  
CEO/Executive Director

**AUTHOR:** Shaneece Childress **AGENDA ITEM:**  
District Manager

**RE:** Parlier Migrant Construction and Rehabilitation  
Contract # 14-OMS-10671

### Executive Summary

The purpose of this memo is to provide for the Board of Commissioners consideration of the California Department of Housing and Community Development (HCD), Contract No. 14-OMS-10671, enabling capital improvement repairs to the Parlier Migrant Center.

The Migrant Center is in need of significant maintenance on the silicone roofs, installation of scupper flashing and skylight removal and patch. These repairs are necessary to ensure the health and safety of migratory workers and their families. The proposed contract term is one year and funding will be available in addition to the regular annual operating contract. These funds are specific to the identified capital repair items.

### Financial Impact:

Approval of this contract in the amount of \$242,024.00 enables receipt of funding from the California Department of Housing and Community Development (HCD) to support the construction/rehabilitation budget outlined in the attached Rehabilitation Contract budget.

### RECOMMENDATION:

It is recommended that the Board of Commissioners of the Fresno Housing Authority adopt the attached resolution approving the Parlier Migrant Center 2015/2016 OMS Rehabilitation Contract No. 14-OMS-10671, in the total amount of of \$242,024.00, and authorizing the CEO/Executive Director to execute the contract as received from the California Department of Housing and Community Development.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING ADOPTION OF OMS CONTRACT NO. 14-OMS-10671  
FOR THE PARLIER MIGRANT CENTER CONSTRUCTION AND REHABILITATION  
PROJECT 2015**

WHEREAS, Standard Agreement No. 14- OMS- 10671 with the California Department of Housing and Community Development will provide funds for the Construction and Rehabilitation Project located at the Parlier Migrant Center; and

WHEREAS, it is desirable and necessary that the amount of the rehabilitation budget be agreed upon between the Department of Housing and Community Development, and the Housing Authority of Fresno County, acting through its Board of Directors in order to rehabilitate the Parlier Migrant Center; and

NOW, THEREFORE, BE IT RESOLVED that Contract No. 14-OMS-10671, with a rehabilitation budget not to exceed \$242,024.00, be approved by the Housing Authority of Fresno County and Board of Commissioners of said Authority shall be authorized to execute the contract, related documents and any amendments thereto.

PASSED AND ADOPTED by the Board of Directors of the Housing Authority of Fresno County, this 17<sup>th</sup> Day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed: \_\_\_\_\_

Stacy Sablan, Chairman  
Board of Commissioners of the  
Housing Authority of Fresno County

**EXHIBIT A****AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority and Purpose**

Pursuant to Division 31, Part 2, Chapter 8.5 of the Health and Safety Code, Sections 50710-50716 ("Statutes"), the Department of Housing and Community Development ("Department" or "State") is responsible for the administration of a program in order to provide housing and housing related services for migratory workers and their families in California and may contract with housing authorities and other appropriate local, public and private non-profit agencies ("Contractor") for the purpose of securing or obtaining such housing and other related services.

In accordance with the Statutes and the Office of Migrant Services ("OMS") Program Regulations, funds have been allocated for projects that serve migratory agricultural workers, for the purpose of reconstructing migrant centers operated by the OMS that would otherwise be scheduled for closure due to health and safety considerations or that are in need of significant repairs to ensure the health and safety of the residents.

**2. Scope of Work****A. Summary**

- i. Pursuant to the annual operating and maintenance agreement between the Department and the Contractor, the Contractor is responsible for the operation and maintenance of migratory agricultural housing center(s), hereinafter referred to as Housing Center(s), established and located within Fresno County under the authority of Chapter 8.5 (commencing with Section 50710) of Part 2, Division 31, of the Health and Safety Code.
- ii. Whereas, the Department has received funding for the Parlier Migrant Center in Fresno County, the Contractor shall perform these activities to the extent permitted in Exhibit B, Budget Detail and Payment Provisions, which is hereby incorporated by reference and made a part of this Agreement, and all requirements of the State law governing public work contracts.
- iii. Rehabilitation projects ("Work") will consist of the application of low-solids silicone spray foam roof coating, recoat, and granule surfacing, removal of all existing skylights (where applicable) and re-cover interior and exterior openings, installation of metal flashings on all scuppers, and interior drywall repair in units 71 and 81.
- iv. The Contractor's awardee ("Subcontractor") will provide all tools, equipment, material and labor necessary to perform all Work as specified herein. All Work will be conducted at the Parlier Migrant Center site located at 8800 South Academy, Parlier.
- v. The Subcontractor will be responsible for the demolition, cleanup, removal and disposal of all debris and material removed. All work areas will be left in the original condition.

**EXHIBIT A**

- vi. The Subcontractor will be responsible for making any necessary modifications to the existing conditions in order to complete the required installations.

**B. Scope**

- i. Remove any loose coating or damaged foam from roofs, and clean affected areas of all dirt, loose granules, vegetation, etc. as required to properly prepare roof surfaces for application of roof coating. Prime as necessary. Apply silicone roof coating basecoat uniformly to achieve a finished minimum dry thickness of 12-15 dry millimeters. Apply EnergyStar approved, silicone roof coating topcoat uniformly to achieve a finished minimum dry thickness of 12-15 millimeters for a minimum total protective coating system dry thickness of 25-30 millimeters. Broadcast no. 11 white granules into the wet topcoat at the rate of 35 pounds per square foot. Remove all loose granules after coating has cured.
- ii. Remove existing skylights. Once removed, covered openings with  $\frac{3}{4}$ " thick exterior grade plywood attached to top of framing with watertight adhesive and 2' wood screws. No galvanized sheet metal is required. Paint plywood cover and seal on both sides and all four edges with a waterproof primer paint, and cover with silicone roof coating in the manner specified in Section 2(B)(i). Fill in ceiling openings with drywall and paint. In areas where damage from roof leaks are present, cut drywall back to nearest joint/backing. Repaint entire ceilings to nearest vertical wall edges. Insulate void space in ceiling assembly with fiberglass batt insulation to R-38 value. There are no skylights in Units 106 through 130 that need to be removed/covered.
- iii. Install 24 GA metal flashing liners into existing scuppers prior to roof re-coating. The noted flange on the flashing shall be attached to the interior parapet wall with stainless wood screws of sufficient length to penetrate into parapet wood substrate. Flashing to be installed must be pre-painted with waterproof exterior grade primer to match existing stucco color. All edges where flashing contacts existing stucco shall be caulked and glued with silicone sealant to provide a waterproof barrier mitigating moisture intrusion into stucco.
- iv. Repair or replace, as necessary, rough opening framing and drywall at units 71 and 81.
- v. Provide/replace outlet/switch-box covers at all roof mounted HVAC electrical boxes.

**C. Allowances**

- i. Subcontractor shall include an allowance factor of 5,000 square feet into cost for repair of any underlying damage or dryrot under existing roof surface. Subcontractor will remove and replace any identified damage, as needed and directed by Contractor. All other repairs as may be required beyond this allowance will require a Change Order approval prior to repair. Any remaining portion of the 5,000 square footage allowance that is not used shall be credited at the end of the job.
- ii. Subcontractor shall include an allowance of two additional 30 square feet of drywall repair or replacement for units not yet identified. All other repairs as may be required

**EXHIBIT A**

beyond this allowance will required a Change Order approval prior to repair. Any remaining portion of the two 30 square feet allowance that is not used shall be credited at the end of the job.

**3. Term of Agreement and Deadlines**

- A. The term of this Agreement is the date of approval by the Department through December 31, 2016. The State shall not be liable for any costs incurred by the Contractor between the made and approved date of the approval by the Department, if the Department does not approve this Agreement. The Contractor shall complete the activities as set forth in the attached Exhibit B.
- B. The total amount of this Agreement shall not exceed \$242,024.00. The Department shall reimburse the Contractor monthly in arrears for the Contractor's actual and necessary expenses in accordance with the attached Budget Detail and Payment Provisions, Exhibit B which is hereby incorporated by reference and made a part of this Agreement, and which was incurred in a manner consistent with all applicable laws and ordinances. In accordance with the foregoing, the Department and the Contractor agree to undertake the activities provided for in the Agreement.

**4. State Contract Coordinator**

Stacy Rodgers, Fiscal Coordinator  
Office of Migrant Services  
Department of Housing and Community Development  
Post Office Box 952054  
Sacramento, CA 94252-1054  
Phone - (916) 263-2328

**5. Contract Contact Coordinator**

Preston Prince, Executive Director  
Fresno County Housing Authority  
Post Office Box 11985  
Fresno, CA 93776  
(559) 443-8400

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS****1. Agreement Amount and Disbursement Schedule**

- A. Upon receipt of a certified resolution and execution of this Agreement, the State agrees to disburse to the Contractor or its authorized agent funds not to exceed the total amount stated on Page 1 Section 3 of this Agreement (Std. 213).
- B. The State further agrees to disburse said funds only for the approved purposes and amounts stated in Section 5 of this Exhibit. If requested by the Contractor, the State may by written notice authorize changes in the approved purposes and amounts.
- C. Pursuant to Section 50710.1 of the Health and Safety Code, the Contractor shall disburse all reserve account funds in excess of 10 percent of the Contractor's Annual Operating Budget, for the work identified in Section 2 of Exhibit A.
- D. After the Contractor's excess reserve funds have been fully disbursed, the Department may, upon the Contractor's written request, make a one-time advance of funds in the an amount not to exceed 20% of the total amount stated on Page 1 Section 3 of this Agreement (Std. 213). The amount of any funds so advanced shall be deducted from the final invoices submitted by the Contractor.
- E. The State shall not be liable for any costs incurred by the Contractor prior to the effective date of this Agreement unless specifically authorized by the Department in writing after the effective date of this agreement.
- F. If the Contractor is in violation of any provision of this Agreement or the operating and maintenance agreement referenced in Exhibit A, Item 1, the State may, at its sole discretion, withhold payment of funds under this Agreement until such violations are corrected.

**2. Request for Funds**

- A. The Department shall reimburse the Contractor monthly in arrears for the Contractor's actual and necessary expenses in accordance with the Construction/ Rehabilitation Budget set forth below and which were incurred in a manner consistent with all applicable laws and ordinances.
- B. For each disbursement the Contractor shall submit, in a form determined by the State, a written request that states the purposes for which the disbursement is requested and shall attach to said request copies of the invoices, pay draw applications, contracts, schedules, lien releases, building inspector notices, or the like that document the need for the disbursement.
- C. All requests for disbursement and other fiscal documents shall be dated and executed by the Contractor's executive officer or fiscal officer after its verification and certification of the information therein.

**EXHIBIT B**

**3. Disbursements**

The State shall disburse the requested funds only for work performed for and documented by the Contractor or for equivalent services that have been rendered to and documented by the Contractor or for the actions that are to be performed and documented by the Contractor pursuant to statute, regulation, contract, or schedule.

**4. Line Item Changes**

The Department may approve a request from the Contractor to reallocate funds between the authorized purposes and itemized amounts stated in Section 5 of Exhibit B.

**5. Construction/Rehabilitation Budget**

Line	Project	Total # of Units/Sqft	Total Cost of Materials	Total Cost of Labor	Total
21	Mobilization			\$7,500.00	\$7,500.00
	Roof Replacement - Work to include:				
22	Removal & Application of Silicone Roof Coating		\$78,930.00	\$94,640.00	\$173,570.00
23	Installation of Scupper Flashings		\$12,000.00	\$9,710.00	\$21,710.00
24	Skylight Removal and Patch Work		\$2,000.00	\$1,850.00	\$3,850.00
25	Framing and Drywall Repair	2 units	\$750.00	\$750.00	\$1,500.00
26	HVAC Switchbox Covers Replacement	1 unit	\$20.00	\$150.00	\$170.00
27	Clean Up			\$2,500.00	\$2,500.00
16	3% Administrative Services				\$6,324.00
	<b>SUBTOTAL</b>				\$217,124.00
28	Roof Replacement Allowance	5,000 sqft		\$23,400.00	\$23,400.00
29	30 sqft Drywall Repair Allowance	2 units		\$1,500.00	\$1,500.00
	<b>TOTAL</b>				<b>\$242,024.00</b>



**EXHIBIT D****OMS GENERAL TERMS AND CONDITIONS****1. Effective Date and Commencement of Work**

This Agreement is effective upon approval by the State which is the date stamped by the Department of Housing and Community Development (Department) in the lower right hand corner of page one of the Agreement. The Contractor agrees that Work shall not commence prior to the effective Date of the Agreement. The Work shall be completed by the expiration date specified in Exhibit A, Section 3, and the Contractor shall provide services for the full term of the Agreement.

**2. Sufficiency of Funds and Termination**

- A. The State may terminate this Agreement at any time for cause by giving at least ten (10) days notice in writing to the Contractor. The cause shall consist of: violations of any terms and/or special conditions of this Agreement; unsatisfactory performance of the work; or violation of the regulations contained in the California Code of Regulations commencing with Section 7950. Upon termination of this Agreement, unless otherwise approved in writing by the State, any unexpended funds received by the Contractor shall be returned to the State within thirty (30) days of the Notice of Termination.
- B. The State shall be liable only for approved obligations and expenditures to the date of termination. The Contractor shall have thirty (30) days to submit a final Request for Disbursement after the date of termination of this Agreement.
- C. The State retains the right to either terminate this Agreement under the ten-day cancellation clause or to amend the Agreement to reflect withdrawal of the State's expenditure authority or any reduction of funds.

**3. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the State, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Contractor shall notify the State immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the State and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the State.

**4. Subcontracting**

The Contractor may subcontract the work. In the event the Contractor purchases materials or services or subcontracts performance of this Agreement, the Contractor shall adopt the following procedures which shall be implemented in a manner consistent with State law;

- A. The Contractor shall invite bids for subcontracts, services and/or materials from as

**EXHIBIT D**

many prospective bidders as practical, no less than three (3).

- B. The Contractor shall award the rehabilitation or construction contract and/or service or purchase agreement to the lowest responsible bidder or reject all bids; provided, however, that no awards shall be made without prior written approval of the State.
- C. The Contractor shall award no subcontract, service contract and/or purchase agreement if the lowest responsible bid exceeds that amount allocated to the corresponding budget item in Exhibit B (unless modified in writing as permitted under this Agreement).
- D. The Contractor shall maintain and make available to the State detailed records and accounts of all subcontracts, purchases of materials and/or services made under the above procedure.
- E. The Contractor shall submit any subcontracts over \$5,000, partially or wholly funded under this agreement which the contractor proposes to enter into, to the State for its prior written approval before entering into same if those subcontracts are wholly or partially financed funds provided under this Agreement. Every such subcontract shall include all the relevant terms and conditions of this Agreement and its attachments in addition to other relevant terms and conditions.

**5. Records**

- A. The Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by the State to insure a proper accounting of all Agreement funds, and shall retain the same for at least the three (3) years after final payment, unless a longer period of records retention is stipulated. The State and the Bureau of State Audits shall have access to and the right to examine and audit all reports, records, books, papers and other documents related to the Contractor's performance under this Agreement.
- B. The Contractor agrees to establish and maintain fiscal controls and accounting procedures in accordance with generally accepted accounting principles and any guidelines prescribed by the State.
- C. The Contractor shall ensure that Agreement funds are properly disbursed, are adequately controlled, and are accounted for separately from all other funds controlled by the Contractor. The accounting procedures utilized by the Contractor must provide for the accurate and timely recordation of receipt of funds, expenditures, and unexpended balances.
- D. The Contractor shall adequately document each transaction to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures of the Agreement funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable expenditure shall be disallowed and the Contractor shall reimburse the State for the amount of any disallowed expenditure. Determination by the State of the allowability of any expenditure shall be final except in instances of fraud, mistake, or

**EXHIBIT D**

arbitrariness.

- E. If any Agreement funds are placed in an interest-bearing account, all interest earned must be returned to the State.

**6. Title to Purchased Property**

- A. If property costing less than \$150.00 per item is properly acquired with Agreement funds, and is expected at the time of acquisition to be used indefinitely for the purpose for which it was purchased, title to such property shall vest in the Contractor at the time of acquisition. If property acquired with Agreement funds has a cost of \$150.00 or more per item, or is not expected at the time of acquisition to be used indefinitely for the purpose for which it was acquired, title to such property shall vest in the State.
- B. If property purchased under this Agreement is diverted to uses inconsistent with this Agreement, the Contractor shall be liable to the State for the replacement value of such property.
- C. If property with a unit price of \$5,000 or more is acquired or disposed of, the Contractor shall notify the State within 30 days of that acquisition or disposal so that the State may properly account for that acquisition or disposal.

**7. Availability of Funds**

The obligations under this Agreement are hereby made expressly contingent upon the availability of funds for the purpose of this Agreement. It is understood that this Agreement may have been written prior to the beginning of the fiscal year in order to expedite contract processing; however, should funds not be appropriated by the Legislature for the current fiscal year, the State will exercise its option to immediately cancel this contract.

**8. Compliance with Operating and Maintenance Contract**

All housing units and related facilities purchased, constructed, equipped, maintained, or repaired pursuant to this Agreement shall be operated, maintained, and protected in accordance with and shall be subject to the provisions of the current operating and maintenance contract.

**9. Termination without Cause**

The State may, at its option, and except as provided in Paragraph 11, terminate this Agreement at any time upon giving 30 days advance notice in writing to the Contractor in the manner provided by law. In such event, the Contractor agrees to use all reasonable efforts to mitigate expenses and obligations hereunder. In such event, the State shall pay the Contractor for all satisfactory services rendered prior to such notice of termination; for all expenses incurred by the Contractor prior to said termination which are not included in charges for services rendered prior to termination and which could not by reasonable efforts of the Contractor have been avoided, but not in excess of maximum payable amount pursuant to this Agreement. Upon termination, the Contractor agrees to account for all Agreement funds within 30 days of the termination.

**EXHIBIT D****10. Termination for Cause**

In the event of any breach of this Agreement, the State may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days written notice to the Contractor. Upon receipt of the notice, the Contractor shall cease all work under this Agreement or take such other actions as the notice requires. Upon termination, the Contractor agrees to account for all Agreement funds within 30 days of the termination. In the event of termination, the State shall pay the Contractor only the reasonable value of the services rendered as the same may be agreed upon by the parties or determined by a court of competent jurisdiction.

**11. Waiver**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provision nor to affect the validity of this Agreement or the right of HCD to enforce said provisions.

**12. Travel**

Any travel undertaken pursuant to this Agreement shall not be billed to the State in excess of those amounts permitted by the Department of Personnel Administration Rules and Regulations.

**13. Lawful Prosecution of the Work**

The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, and give all notices necessary and incident to the lawful prosecution of the work. The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in anyway affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referenced to, then the Contractor shall immediately notify the State in writing.

**14. Notice of Commencement of Action**

The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Contractor must provide indemnification under this Agreement. To the extent permitted by law, the State shall authorize the Contractor or its insurer to defend such claims, suits, or actions, and shall provide it or its insurer, at the Contractor's expense, information and assistance both necessary and available for such defense.

The failure of the State to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligation. The Contractor shall immediately notify the State of any claim or action against it which affects or may affect this Agreement, the terms

**EXHIBIT D**

and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interests of the State.

**15. Default**

Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God or the public enemy; interference, rulings or decisions by municipal, Federal, State, or other governmental agencies, boards, or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, shall immediately give the other parties written notice thereof and shall resume other operations under this Agreement.

**16. Validity**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and the remainder of this Agreement shall remain in full force and effect unless, at the State's sole discretion, the invalid portion of the agreement has a material effect on the interests of the State, and the State at its sole discretion determines that the entire agreement is therefore invalid.

**17. Disputes**

Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement which is not disposed of by agreement shall be decided by the State's Contract Manager, who shall reduce decisions to writing in regard to the dispute and shall transmit a copy thereof to the Contractor. The decision of the Contract Manager shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor transmits to the State a written appeal. Pending the final decision of the Director of the Department, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the written decision of the Contract Manager which is the subject of the Contractor's appeal. Notwithstanding any other provisions of this Agreement, after recourse to the procedure set forth in the Paragraph above, any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240, et seq., and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

**18. Site Visits**

The State may routinely monitor the progress of expenditures and activities under this Agreement, including site visits after reasonable notice to the Contractor. At these site visits, the State shall have the right to inspect program or fiscal records, and to inspect project activities or expenditures. The Contractor shall ensure that all work or activities found by the State to be in breach of this Agreement will be corrected within the period of time specified by the State. The Contractor shall reimburse the State for its costs of monitoring and inspecting if

**EXHIBIT D**

funds are provided in the Budget for this purpose.

**19. Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Contractor shall ensure that the requirements of Chapter 1 (commencing with section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Contractor and a licensed building contractor, the Contractor shall serve as the "awarding body" as that term is defined in the Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party will serve as the "awarding body." The construction contract and any amendments thereto shall be subject to the prior written approval of the State. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

**20. Indemnity and Insurance**

The Contractor shall comply with the following:

- A. The Contractor shall indemnify and save harmless the State of California and all officers and employees thereof connected with the work or program assisted by this Agreement, from all claims, suits, or actions of every name, kind and description, brought forth, or on account of, physical or other injuries to or death of any person including but not limited to workers and the public, or damage to property resulting from the performance of this Agreement, except or otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.
- B. The Contractor waives any and all rights to any types of express or implied indemnity against the State, its officers and employees.
- C. It is the intent of the parties hereto that the Contractor will indemnify and hold harmless the State, its officers and employees from any and all claims, suits, or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary on the part of the State, the Contractor, or the subcontractor or employee of any of these.
- D. If the activity funded by this Agreement does not include construction/rehabilitation, the Contractor hereby warrants that it and its subcontractor(s) shall carry, and maintain in force, general liability, property damage (including fire), workers compensation and

**EXHIBIT D**

other necessary insurance in amounts adequate to protect the interests of the Contractor, its subcontractors, and the interests, by virtue of the assistance provided by this Agreement, of the State of California and its officers and employees.

- E. Any activity funded by this Agreement that includes construction or rehabilitation work, during the term of this Agreement the Contractor shall obtain, carry, and maintain in force -- or cause to be obtained, carried, or maintained in force -- comprehensive general liability insurance in the amount of not less than one hundred thousand dollars (\$100,000) for the injury to or death of one person, five hundred thousand dollars (\$500,000) for injury to or death of more than one person in one accident, and adequate property damage insurance.
- F. The Contractor will ensure that the State of California and its officers and employees are named as additional named insured on the general liability insurance policy required by subdivisions (d) or (e) for purposes of any litigation arising at any time during or after the term of this Agreement with respect to the performance of this Agreement or any act or omission thereunder. That policy also shall provide for notice to this Department in the event of any lapse of coverage and in the event of any claim thereunder. Upon request of the State, the Contractor shall submit documentation of such insurance to the State.
- G. Upon demonstration of cause satisfactory to HCD, the requirements of subdivisions (d), (e) and (f), may be satisfied by the Contractor providing evidence of an alternative to conventional insurance sufficient to provide equivalent protection.



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**TO:** Boards of Commissioners  
Fresno Housing Authority  
**FROM:** Preston Prince  
CEO/Executive Director  
**DATE:** 11/12/15  
**BOARD MEETING:** 11/17/15  
**AUTHOR** Juan Lopez  
Sr Analyst – Quality Assurance  
**RE:** November Update on Leasing and Housing Assistance Payments (HAP) Pacing for the Housing Choice Voucher (HCV) Program

### **Executive Summary**

The U.S. Department of Housing and Urban Development (HUD) has used historical data as a benchmark to determine future funding, and this method will continue for Calendar Year (CY) 2016. HUD has also informed Public Housing Agencies (PHAs) that CY 2016 funding will be at or near 100%. HUD has advised agencies to help as many families as possible in 2015 in anticipation of this full funding for CY 2016.

### **City HCV**

HAP expenditures for the month of September totaled \$3,546,391. The Per Unit Cost (PUC) has decreased from \$523 in August to \$521 in September. HAP expenditures through 3rd quarter 2015, ending September 30, were \$33.27 million. HAP expenditures for the year are projected at \$44.1 million, resulting in 97.38% utilization of HAP funding, 99.3% of Budget Authority utilization and an expected year-end balance of \$3.03 million in HAP reserves. The overall projected voucher utilization for CY 2015 is 98.65%, ending December at 98.84%.

### **County HCV**

HAP expenditures for the month of September totaled \$2,995,304. The PUC for September decreased to \$518 from \$519 in August. HAP expenditures through 3rd quarter 2015, ending September 30, were \$26.65 million. HAP expenditures for the year are projected at \$35.56 million, resulting in 100.12% utilization of HAP funding, 102.95% of Budget Authority utilization and an expected year-end balance of \$848k in HAP reserves.

The overall projected voucher utilization is currently projected at 101.55%, ending the month of December at 101.61%. This projection would result in slight overleasing for the County Program. Staff is diligently working to mitigate the potential for overleasing in the County Program.

In order to acquire full points for SEMAP indicator 13 (Lease-Up), voucher utilization or Budget Authority utilization must reach 98% by year-end.

### **Recommendation**

This item is informational only. No action is necessary.



CITY HAP ANALYSIS - CALENDAR YEAR 2015

HAP	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	CY 2015 Total
Total HAP Revenue (101.2%)	3,772,347	3,847,848	3,847,848	3,741,556	3,858,194	3,892,479	3,614,360	3,805,233	3,805,233	3,701,144	3,701,144	3,701,142	45,288,528
HAP Expenses	3,731,670	3,800,170	3,739,637	3,755,600	3,722,948	3,700,875	3,658,571	3,615,914	3,546,391	3,546,391	3,610,008	3,673,625	44,101,800
Net HAP	40,677	47,678	108,211	(14,044)	135,246	191,604	(44,211)	189,319	258,842	154,753	91,136	27,517	1,186,728
Items Impacting NRA*	259	362	366	745	4,815	150	975	975	975	975	975	975	12,547
PHA-Held Reserve Balance	\$89,071	\$137,111	\$217,154	\$232,389	\$372,450	\$564,204	\$520,968	\$711,262	\$971,079	\$1,126,807	\$1,218,918	\$1,247,410	\$1,247,410
Items Impacting HUD Reserve	\$0	\$0	\$0	\$0	\$0	-\$311,198	\$0	\$0	\$37,414	\$0	\$0	\$200,341	-\$73,443
HUD-Held Reserve Balance	\$1,858,863	\$1,858,863	\$1,858,863	\$1,858,863	\$1,858,863	\$1,547,665	\$1,547,665	\$1,547,665	\$1,585,079	\$1,585,079	\$1,585,079	\$1,785,420	\$1,785,420
Total HAP Reserve Balance	\$1,947,934	\$1,995,974	\$2,076,017	\$2,091,252	\$2,231,313	\$2,111,869	\$2,068,633	\$2,258,927	\$2,556,158	\$2,711,886	\$2,803,997	\$3,032,830	\$3,032,830
YTD HAP Budget Authority Utilization	100.82%	101.75%	101.51%	101.50%	101.32%	101.10%	100.78%	100.39%	99.88%	99.48%	99.30%	99.30%	99.30%
Monthly HAP Revenue Utilization	98.92%	98.76%	97.19%	100.38%	96.49%	95.08%	101.22%	95.02%	93.20%	95.82%	97.54%	99.26%	
YTD HAP Revenue Utilization	98.92%	98.84%	98.29%	98.80%	98.33%	97.78%	98.25%	97.85%	97.33%	97.18%	97.21%	97.38%	97.38%

VOUCHER UTILIZATION													
Baseline	7,081	7,081	7,081	7,081	7,081	7,081	7,128	7,128	7,128	7,128	7,128	7,128	85,254
Total Unit Months Leased	7,073	7,213	7,134	6,979	7,084	7,042	7,090	6,919	6,801	6,801	6,923	7,045	84,104
Variance	(8)	132	53	(102)	3	(39)	(38)	(209)	(327)	(327)	(205)	(83)	(1,150)
YTD Baseline	7,081	14,162	21,243	28,324	35,405	42,486	49,614	56,742	63,870	70,998	78,126	85,254	85,254
YTD Unit Months Leased	7,073	14,286	21,420	28,399	35,483	42,525	49,615	56,534	63,335	70,136	77,059	84,104	84,104
Monthly Utilization	99.89%	101.86%	100.75%	98.56%	100.04%	99.45%	99.47%	97.07%	95.41%	95.41%	97.12%	98.84%	
YTD Utilization	99.89%	100.88%	100.83%	100.26%	100.22%	100.09%	100.00%	99.63%	99.16%	98.79%	98.63%	98.65%	98.65%

AVG HOUSEHOLD INCOME													
Avg Household Inc.	10,361	10,395	10,394	10,304	10,398	10,409	10,412	10,397	10,360	10,360	10,360	10,360	10,376
Per Unit Cost	528	527	524	538	526	526	516	523	521	521	521	521	524

\*Items impacting NRA include: Fraud Recoveries, FSS Escrow Forfeitures, Interest earned on HAP Reserves, and HUD - Required Reserve Utilization

COUNTY HAP ANALYSIS - CALENDAR YEAR 2015

HAP	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	CY 2015 Total
Total HAP Revenue (101.2%)	2,811,731	2,821,292	2,821,292	2,911,256	2,963,606	3,122,334	3,094,197	2,955,212	3,112,212	3,147,003	2,878,291	2,878,292	35,516,718
HAP Expenses	2,722,744	2,883,837	2,978,098	2,965,189	2,986,952	2,983,265	3,085,297	3,049,748	2,995,304	3,019,682	2,960,013	2,928,903	35,559,031
Net HAP	88,987	(62,545)	(156,806)	(53,933)	(23,346)	139,069	8,900	(94,536)	116,908	127,321	(81,722)	(50,611)	(42,313)
Items Impacting NRA*	618	230	3,754	80	-	-	-	-	-	-	-	-	4,682
PHA-Held Reserve Balance	\$305,513	\$243,198	\$90,146	\$36,293	\$12,947	\$152,016	\$160,916	\$66,380	\$183,288	\$310,609	\$228,887	\$178,277	\$178,277
Items Impacting HUD Reserve	\$0	\$0	\$219,618	\$0	\$0	-\$270,877	\$0	\$0	-\$376,483	\$0	\$0	-\$197,123	-\$624,865
HUD-Held Reserve Balance	\$1,294,999	\$1,294,999	\$1,514,617	\$1,514,617	\$1,514,617	\$1,243,740	\$1,243,740	\$1,243,740	\$867,257	\$867,257	\$867,257	\$670,134	\$670,134
Total HAP Reserve Balance	\$1,600,512	\$1,538,197	\$1,604,763	\$1,550,910	\$1,527,564	\$1,395,756	\$1,404,656	\$1,310,120	\$1,050,545	\$1,177,866	\$1,096,144	\$848,411	\$848,411
YTD HAP Budget Authority Utilization	94.60%	97.39%	99.42%	100.32%	101.01%	101.45%	102.27%	102.73%	102.88%	103.08%	103.06%	102.95%	102.95%
Monthly HAP Revenue Utilization	96.84%	102.22%	105.56%	101.85%	100.79%	95.55%	99.71%	103.20%	96.24%	95.95%	102.84%	101.76%	
YTD HAP Revenue Utilization	96.84%	99.53%	101.54%	101.62%	101.45%	100.39%	100.29%	100.66%	100.14%	99.70%	99.97%	100.12%	100.12%

VOUCHER UTILIZATION													
Baseline	5,652	5,652	5,652	5,652	5,652	5,652	5,652	5,652	5,652	5,652	5,652	5,652	67,824
Total Unit Months Leased	5,287	5,544	5,656	5,741	5,792	5,792	5,934	5,877	5,781	5,921	5,804	5,743	68,872
Variance	(365)	(108)	4	89	140	140	282	225	129	269	152	91	1,048
YTD Baseline	5,652	11,304	16,956	22,608	28,260	33,912	39,564	45,216	50,868	56,520	62,172	67,824	67,824
YTD Unit Months Leased	5,287	10,831	16,487	22,228	28,020	33,812	39,746	45,623	51,404	57,325	63,129	68,872	68,872
Monthly Utilization	93.54%	98.09%	100.07%	101.57%	102.48%	102.48%	104.99%	103.98%	102.28%	104.76%	102.69%	101.61%	
YTD Utilization	93.54%	95.82%	97.23%	98.32%	99.15%	99.71%	100.46%	100.90%	101.05%	101.42%	101.54%	101.55%	101.55%

AVG HOUSEHOLD INCOME													
Avg Household Inc.	10,259	10,277	10,298	10,271	10,195	10,200	10,174	10,204	10,149	10,149	10,149	10,149	10,206
Per Unit Cost	515	520	527	516	516	515	520	519	518	510	510	510	516

\*Items impacting NRA include: Fraud Recoveries, FSS Escrow Forfeitures, Interest earned on HAP Reserves, and HUD - Required Reserve Utilization



## ***Housing Choice Voucher - Housing Assistance Payments (HAP) Report***

*November 17, 2015*



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# ***Presentation Overview***

- 3<sup>rd</sup> Quarter 2015 Voucher Utilization
- 3<sup>rd</sup> Quarter 2015 HAP Utilization
- HAP Reserves
- 2015 HAP Projections



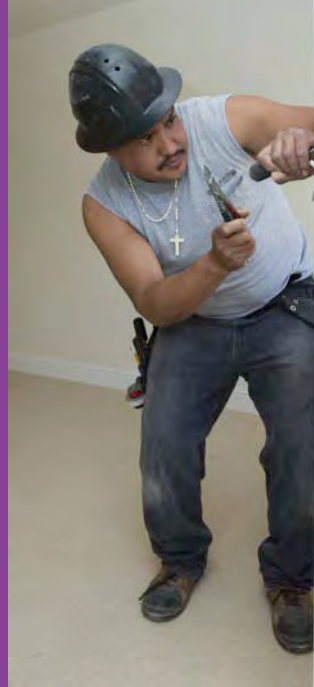
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# *3<sup>rd</sup> Quarter Voucher Utilization*

- HUD establishes a baseline (maximum) number of vouchers for a Public Housing Agency (PHA)
- One Unit Month Leased (UML) = one voucher (family) leased for one month during the Fiscal Year
- Utilization is calculated by dividing the # of UMLs reported by 12 months and comparing to the baseline
- HUD expects a well-managed PHA to maintain an average voucher utilization rate at, or above, 98 percent at year-end



# 3<sup>rd</sup> Quarter Voucher Utilization

Jan-Sept Voucher Utilization	City	County
Monthly	95.41%	102.28%
YTD	99.16%	101.05%
<b><i>Projected Year-End</i></b>	<b>98.65%</b>	<b>101.55%</b>

- The City program projects to be at 98.65% year-end voucher utilization with a monthly utilization of 98.33% in December
- The County program projects to be at 101.55% year-end voucher utilization with a monthly utilization of 101.61% in December
- We will remain very close to 99% utilization in the City, allowing us to serve as many families as possible.
- Staff is working diligently to mitigate potential over-leasing in the County HCV Program.



# 2015 HAP Funding

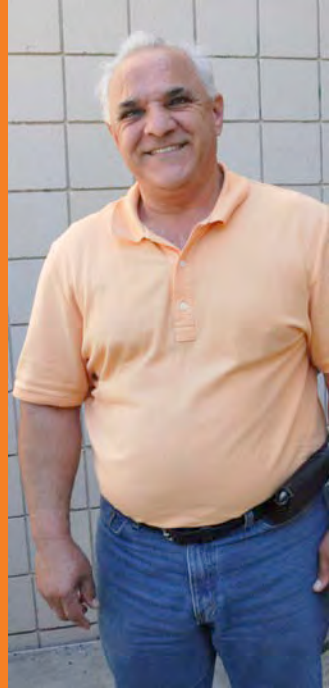
- Renewal and Non-Renewal funding establish Total HAP Funding available to a PHA
- Non-Renewal funding is funding from new vouchers (VASH)
  - May also come from HUD Set-Aside Funds
- Renewal funding is based on prior year HAP Expenses
  - HUD will use Prior Year HAP Expenses and, based on federal funding levels, apply a proration to these expenses to establish funding available to a PHA
  - If applicable, inflation may be used in calculation



# HCV 3rd Quarter HAP Utilization

Jan-Sept HAP	City	County
Revenue	34.19	26.61
Expenses	33.27	26.65
<b>Net</b>	<b>.92</b>	<b>-.04</b>

PHA-held Reserves	City	County
Begin Balance	.05	.22
<i>3<sup>rd</sup> Qtr Net</i>	.92	-.04
<b>Sept Ending Balance</b>	<b>.97</b>	<b>.18</b>

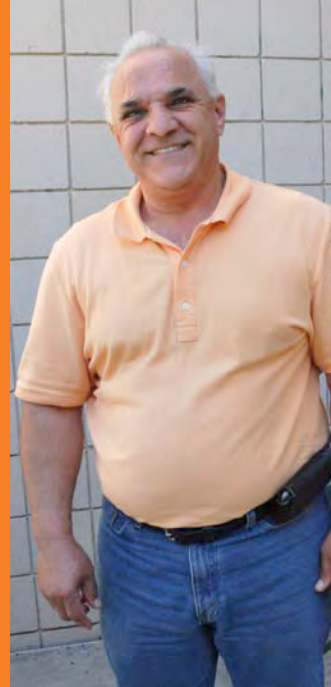




# HCV 3<sup>rd</sup> Quarter HAP Utilization

HUD-held reserves	City	County
Begin Balance	1.86	1.29
<i>3rd Quarter Net</i>	<i>-.27</i>	<i>-.42</i>
<b>Sept Ending Balance</b>	<b>1.59</b>	<b>.87</b>

PHA-held Reserves	City	County
Begin Balance	.05	.22
<i>3rd Quarter Net</i>	<i>.92</i>	<i>-.04</i>
<b>Sept Ending Balance</b>	<b>.97</b>	<b>.18</b>



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# 2015 HAP Projections

2015 HAP	City	County
Revenue	45.29	35.52
Expenses	44.1	35.56
<b>Net</b>	<b>1.19</b>	<b>-.04</b>

PHA-held Reserves	City	County
Begin Balance	.05	.22
<i>Net</i>	<i>1.19</i>	<i>-.04</i>
<b>2015 Ending Balance</b>	<b>1.24</b>	<b>.18</b>



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# 2015 HAP Projections

Reserves	City	County
PHA-held	1.24	.18
HUD-held	1.79	.67
<b>2015 Ending Balance</b>	<b>3.03</b>	<b>.85</b>

- Relatively large PHA-held balance (City) will most likely shrink by year-end as HUD accounts for these reserves and withholds funds



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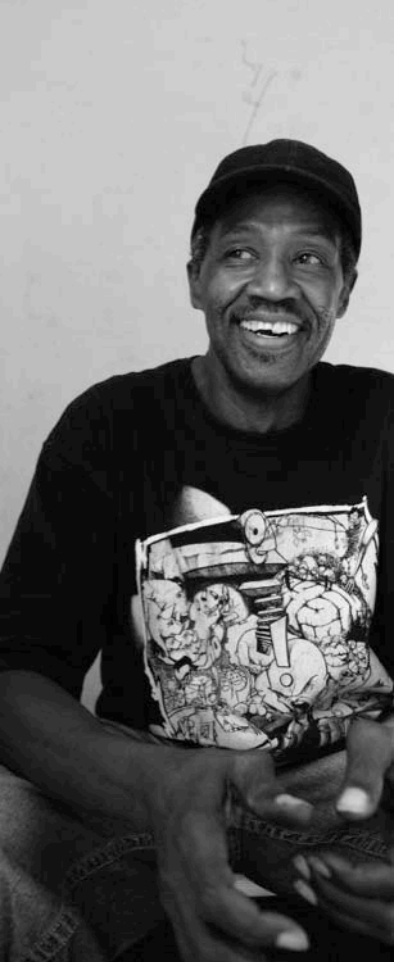


# Questions?



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# ***2016 Budget Development 2<sup>nd</sup> Draft***

*Fresno Housing Authority  
Boards of Commissioners Meeting  
November 17, 2015*



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# Overview

- 3<sup>rd</sup> Quarter Operating Results
- 2015 Year End Projections
- 2016 Budget Drafts
  - Changes in Revenue and Expenses
- Unrestricted Operating Funds



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# 3<sup>rd</sup> Quarter Operating Results

	Jan.-Sept. Budget	Jan.-Sept. Results	Jan.-Sept. Favorable (Unfav.) Variance	% of YTD Budget
Income	26.52	26.05	(0.47)	-1.8%
Expenses	26.27	25.15	1.13	4.3%
<b>Net Income</b>	<b>0.24</b>	<b>0.90</b>	<b>0.66</b>	

- Overall the Agency performed better than projected during this 9-month period.
- Favorable net income variance of \$660 thousand



# 3<sup>rd</sup> Quarter Revenue Variances

	Core	Inst.	P&CD	Assisted Housing	Housing Mgmt.	Affordable Housing	Total
YTD Budgeted Income	5.09	1.12	2.77	7.29	8.95	1.30	26.52
Q3 Actual Income	5.26	1.00	1.63	7.87	8.84	1.46	26.05
<i>Fav/(Unfav) Variance</i>	0.17	(0.12)	(1.14)	0.58	(0.11)	0.16	(0.47)

- Two main reasons for the shortfall in revenue at the 9-month mark.
  - P&CD revenues of \$1.14 million have not yet been collected as of September 30, but are expected to be collected by the end of the year.
  - Assisted Housing (AHD) received \$580 thousand more than was budgeted as a result of increased HUD funding for operations.
  - Other minor variances are primarily due to timing.



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# 3<sup>rd</sup> Quarter Expense Variances

	Year-to-date 2015 Budget	Results as of Sept. 30, 2015	Variance
Salaries & Benefits	11.09	11.05	0.04
Administrative Overhead	10.85	10.16	0.69
Fleet & Facilities	3.60	3.19	0.41
TRAVEL, TRAINING, STAFF DEVELOPMENT	0.28	0.38	(0.10)
Other	0.45	0.36	0.08
<b>Total Expenses:</b>	<b>26.27</b>	<b>25.15</b>	<b>1.13</b>

- Favorable expense variance is mainly attributable to cost containment in administrative overhead and fleet and facilities.
- The Agency slightly exceeded the budget in travel, training and staff development believing that these activities are a prudent investment as the Agency becomes more complex and diverse.



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# 2015 Year End Projections

	2015 Approved Budget	2015 Projected Results	<i>Projected Favorable (Unfav.) Variance</i>
Income	35.36	36.41	1.05
Expenses	35.09	33.57	1.52
<b>Net Income</b>	<b>0.27</b>	<b>2.84</b>	<b>2.57</b>

## Revenue

- Increased Proration in HCV Admin Fees
- Greater Developer Fees

## Expenses

- Reduction in Personnel Costs
- Reduction in Landscaping and Utilities
- Reduction in Professional / Consulting Fees



## *2016 Budget Development*



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# 2016 Revenue Expectations

	Approved 2015 Budget	2016 Budget Nov. 17	Variance
ADMIN & MANAGEMENT FEES	13.93	13.68	(0.25)
RENTAL INCOME	6.20	7.05	0.85
HUD GRANTS	5.32	5.13	(0.19)
MISCELLANEOUS	6.30	7.68	1.37
GRANT FUNDING (Non-HUD)	2.04	2.06	0.02
SOFTWARE, EQUIP & OCCUPANCY	1.57	1.67	0.10
SALES OF INVESTMENTS/ASSETS	0.01	-	(0.01)
<b>Total Income:</b>	<b>35.36</b>	<b>37.27</b>	<b>1.91</b>

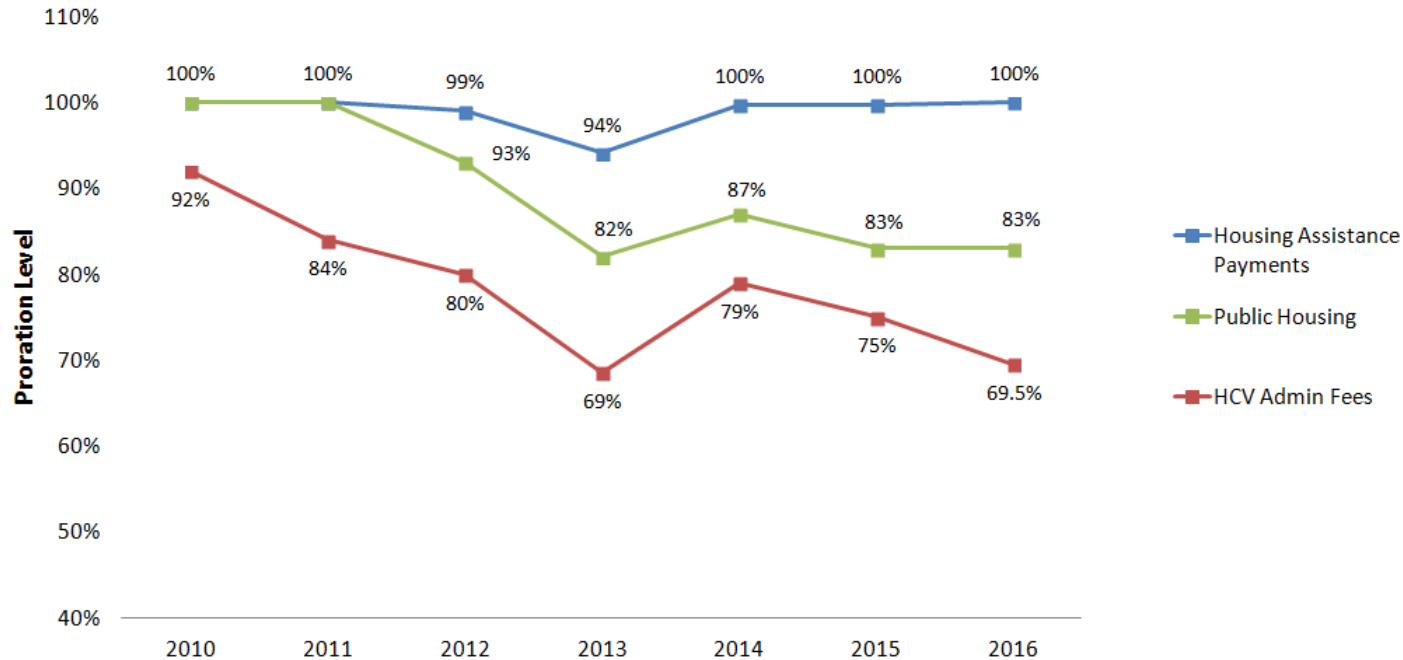
- Prorations
- Rental Income
- Developer Fees



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# Trends in Prorations



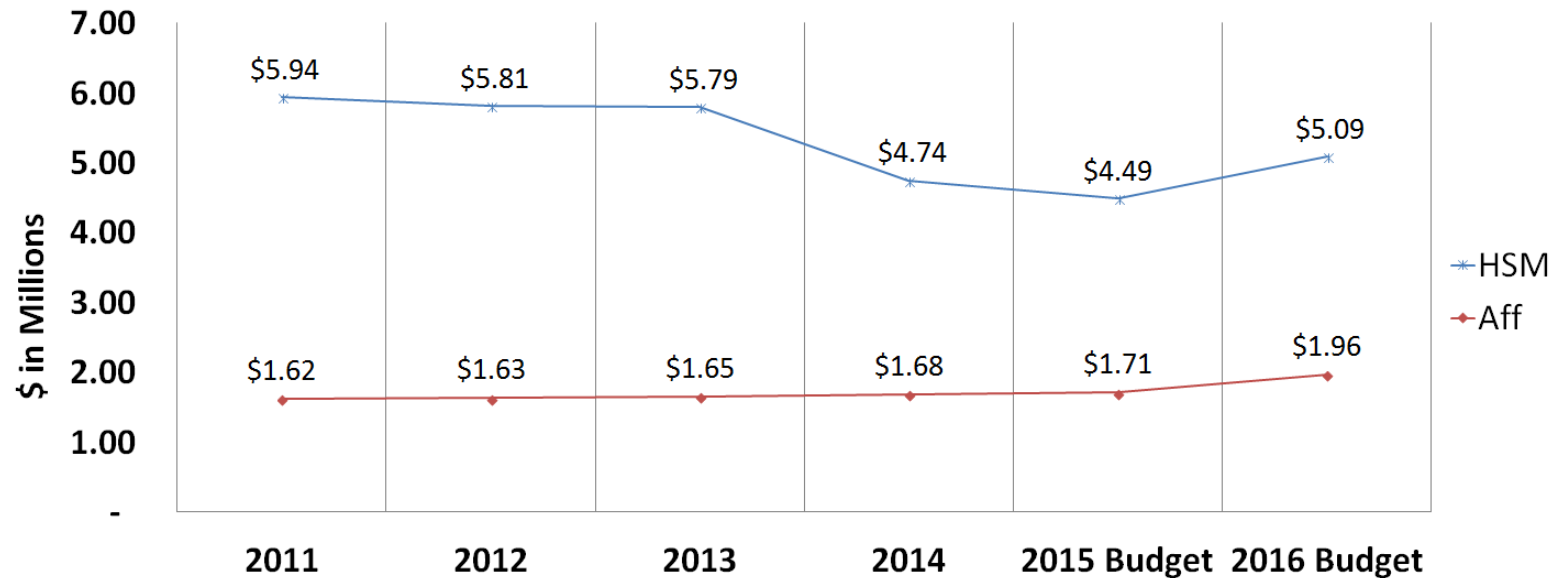
- 2016 Projected HAP = 100%
- 2016 Projected Low Rent Public Housing = 83%
- 2016 Projected HCV Admin Fees = 69.5%



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# Trends in Annual Rental Income



- Consistent Rental Income for Affordable Housing
- Public and Specialty Housing shows recent dips
  - Further analysis needed for 2016 Budget





# Developer Fees



- Developer Fees are variable based on PCD pipeline.
- Developer Fee distributions occur throughout the life of the project.
- Projected applications are uncertain 2016 - 2018



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# Revenue Changes in 2016 Budget Drafts

	2016 Draft Oct. 27	2016 Draft Nov. 17	Variance
ADMIN & MANAGEMENT FEES	13.02	13.68	0.658
RENTAL INCOME	7.05	7.05	0.000
HUD GRANTS	5.13	5.13	0.000
MISCELLANEOUS	7.65	7.68	0.030
GRANT FUNDING (Non-HUD)	2.06	2.06	0.000
SOFTWARE, EQUIP & OCCUPANCY	1.67	1.67	0.000
SALES OF INVESTMENTS/ASSETS	-	-	0.000
<b>Total Income:</b>	<b>36.58</b>	<b>37.27</b>	<b>0.688</b>

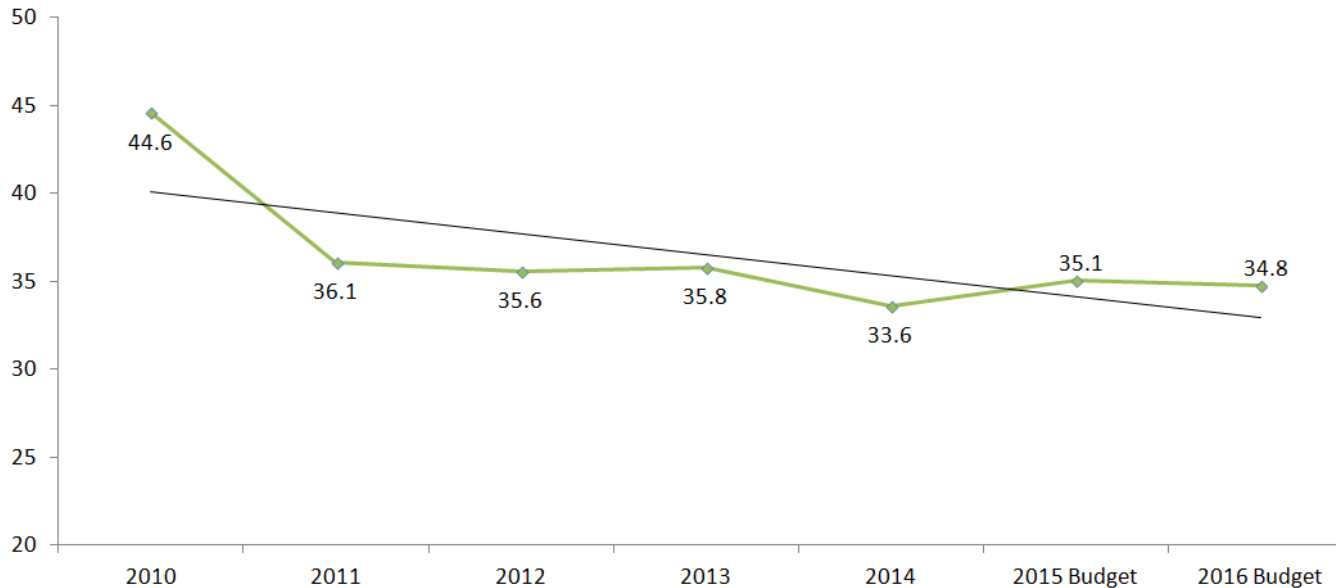
- Revenue Changes between drafts = \$688 thousand
  - Admin & Management Fees to Core = \$658 thousand
    - Refinements to Management fees collected from Instrumentalities
    - Refinements to Mixed Finance Management fee





# Historical Operating Expenses

Annual Operating Expenses



- Agency has reduced expenses as funding levels have decreased over the past 6 years (total of 22% budget reduction since 2010)



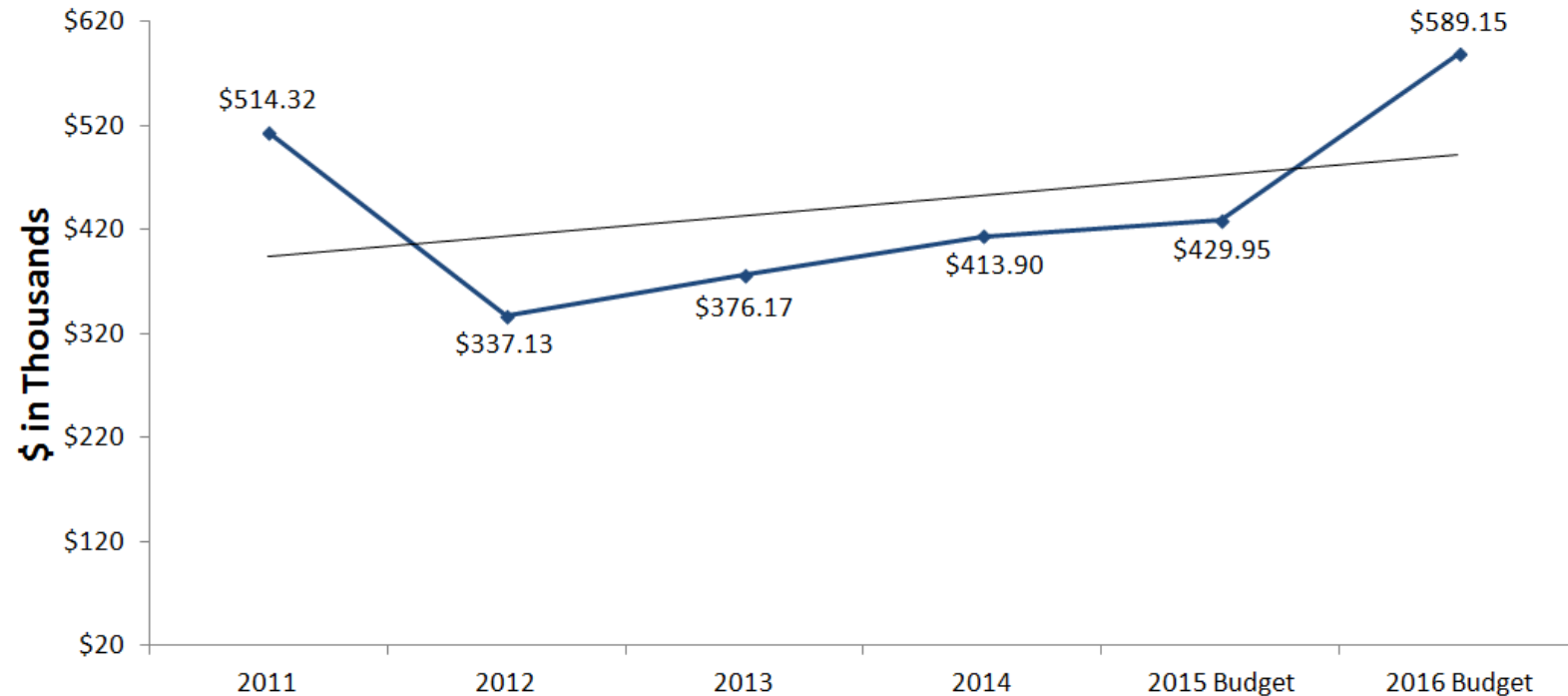
# Expenditure Expectations

	2015 Budget	Approved 2016 Budget Nov. 17	Variance
Salaries & Benefits	14.79	15.89	(1.10)
Administrative Overhead	14.47	13.73	0.74
Fleet & Facilities	4.80	4.82	(0.01)
TRAVEL, TRAINING, STAFF DEVELOPMENT	0.43	0.59	(0.16)
Other	0.60	0.58	0.02
<b>Total Expenses:</b>	<b>35.09</b>	<b>35.60</b>	<b>(0.51)</b>

- Salaries and Benefits
- Administrative Overhead



# Annual Travel & Training Expenses



- Increased support for all levels of staff in changing environment
  - RAD, Inspections, Asset Mgmt, Accounting, IT and EMS implementation



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# Expenditure Changes in 2016 Drafts



	2016 Draft Oct. 27	2016 Draft Nov. 17	Variance
Salaries & Benefits	15.48	15.89	(0.41)
Administrative Overhead	13.35	13.73	(0.38)
Fleet & Facilities	4.77	4.82	(0.05)
TRAVEL, TRAINING, STAFF DEVELOPMENT	0.59	0.59	(0.00)
Other	0.58	0.58	0.00
<b>Total Expenses:</b>	<b>34.76</b>	<b>35.60</b>	<b>(0.84)</b>

- Expenditure Changes between drafts = (\$840 thousand)
  - Salaries and Benefits = (\$410 thousand)
    - New positions in resident services
    - Reviewing HCV staffing structure
  - Administrative Overhead = (\$380 thousand)
    - Consulting expenses to P&CD

# Summary of 2015 Budget Drafts

	Draft Oct. 27	Draft Nov. 17	Variance <i>Favorable</i> <i>(Unfav.)</i>
Net Operating Income	1.82	1.66	(0.15)
Unrestricted Funds	0.145	0.354	0.209

*Note: Numbers in \$ millions*

- The latest draft of the 2016 budget shows a decrease in Net Operating Income but an improvement in unrestricted operating reserves
  - NOI decreased by \$150 thousand
  - Unrestricted Funds improved by \$209 thousand



*Questions or Comments?*



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# ***Leveraging the HCV Program to Improve Quality Housing***

*Board of Commissioners Meeting  
November 17, 2015*



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# *Outline*

Abatement Analysis Update

Policy Implementation

Next Steps



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# *Abatement Analysis Overview*

- Abatement : The unit has failed two inspections for owner-related items
  - The owner is at risk of losing HAP \$
  - Items may either be cured, result in an abatement, or a contract cancellation
  - A third inspection is required to clear the abatement
- In prior months we took snapshots of abatements currently in process and provided some data regarding the number of failed items, owner activity and tenant impacts.



## May – November 2015 Abatement Data

	May	June	July	Aug	Sept	Oct	Nov
Abatements	78	81	80	119	83	72	60
Passed HQS	60	51	64	92	59	44	TBD
Pass before abatement	39	37	18	20	28	24	TBD
Pass after abatement	21	14	46	72	31	20	TBD
Cancellations	18	20	16	27	24	25	TBD
HAP Abated	\$7,400	\$10,000	\$12,800	\$24,200	\$4,600	\$2,200	\$29,200 potential

- Approximately \$61,000 in HAP has been abated from May to October
- November reinspections may increase abatement amounts by up to \$29.2k



# *Landlords in Abatement*

- Repeat Owners
  - 70 owners had multiple abatements
    - 7 of which had 5 or more abatements
      - 2 of the 7 had 10 or more abatements
  - 12 owners had multiple contract cancellations
    - 2 of which had 5 or more contract cancellations







## ***Policy/Procedure Updates***

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## ***Moving Forward***

- The 5-Year Plan/Admin Plan has been accepted by the local HUD Office
- Working with legal throughout implementation of the owner disallowance process
- Continue to perform monthly analytics that show property inspection trends
- Develop “landlord support” program
- Develop a “resident support” process for cases where HAP contracts are cancelled
- Establish landlord outreach goals to increase possible quality landlords interested in HCV program



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*Questions/Comments?*

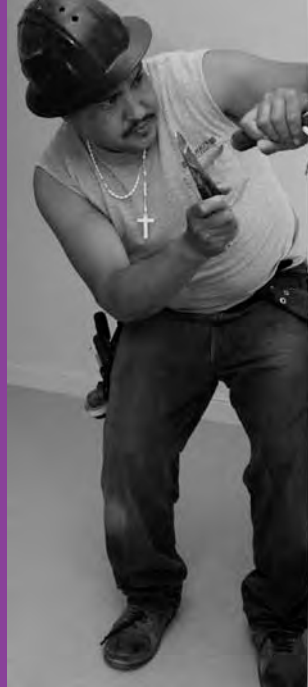


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# ***Continuum of Care Homeless Funding***

Doreen Eley, Assisted Housing Manager

November 17, 2015



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## *Homeless Initiatives Team*

- Consists of 10 staff
  - 2.5 management staff
  - 4 Service Coordinators
  - 2 program coordination staff
  - 2 data analysts for HMIS



## ***HUD CoC Funding - Renewals***

### Permanent Supportive Housing

- Shelter Plus Care - \$1.3 million – 158 units rental assistance
  - Partnerships – DBH, VA, CRMC
- Renaissance Properties- \$205,800 - 69 units PSH with services
  - Partnership – DBH



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## ***HUD CoC Funding – Renewals cont'd***

- Rapid Rehousing - \$256,317 – 14 families with children rental assistance with services
  - Partnership - DSS
- HMIS - \$214,200 – data analysis of FMCoC projects and system
- CoC Planning - \$227,558 – coordination and evaluation of FMCoC



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## ***HUD CoC Funding – New Projects***

- A Family Home - \$427,513 – 25 families w/children rental assistance and services
  - Partnership - DSS
- Supportive Services for Coordinated Entry - \$83,547 – supportive services for housing placement



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## ***FMCoC Partnership - EOC***

Continued and expanded partnership

- FH assists housing function – i.e., HQS, rent calculation
- 3 projects – Project Phoenix (16 units), Project Homestead (10 units), Project Hearth ( 9 units) ; all PSH chronically homeless - rental assistance with services







# Questions



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# ***Drought Housing Relocation Assistance Program***

*Angie Nguyen*

*Director of Strategic Initiatives & Housing Programs*

*November 17, 2015*



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## ***Purpose & Scope***

Receive \$250,000 grant from State Dept of Housing & Community Development to provide temporary assistance for persons moving from their current residence which lacks reasonable access to potable water resulting from the drought.



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# Program Summary

- Tenants & Homeowners can receive up to 12 months of assistance to relocate
  - The subsidy is based on the difference between their current net mortgage/rent and the replacement unit, not to exceed FMR.
  - Moving assistance can also include moving costs, last month rent, and deposit
- Eligibility
  - Household income less than 120% of AMI adjusted for HH size.
  - Dry well and reasonable options exhausted verified by Dept of Public Health
- Priority Factors
  - Lower income, physical ability to transport bottled or tank water, disability, infants/young children, seniors, limited transportation, length of water outage



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## ***Anticipated Impact***

- No fiscal impact on agency: 15% (\$37,500) for Admin & Provider responsibilities
- Assist approximately 50 families (\$212,500 )
- One-time cash advance 12.5% upon grant execution; reimbursement basis thereafter.
- Ability to request additional funds with justification & spending plan
- Coordination with existing Drought Coalition



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# Questions



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