



Boards of Commissioners Meeting

November 27, 2018

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 - November 27, 2018

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 or email executiveoffice@fresnohousing.org.

5pm

PAGE #

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	
<i>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.</i>	
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d. Consideration of HOME Tenant-Based Rental Assistance (TBRA) Contract - City of Fresno*	37
e. Ratification of the Property Acquisition and HRFC Funding Commitment – Willow/Alluvial Avenues, Clovis, CA (City)	41
f. Consideration of the 2019 Proposed Utility Allowance Schedules – Housing Assistance Programs and Low-Income Housing Tax Credit Programs	45
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b. Real Estate Development Update	91
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10. Closed Session	
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	

**Items tabled from the October 23, 2018 Board Meeting due to lack of a quorum for the City Board.*

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: 1311 N Hulbert, Fresno, CA 93728
Agency Negotiator: Preston Prince
Negotiating Parties: Fresno Housing Authority; Rod
DeLuca, RJK Enterprises, L.P.
Under negotiation: Price and Terms

- d. CONFERENCE WITH LEGAL COUNSEL – EXISTING
LITIGATION
Pursuant to Government Code section 54956.9(d)(1)
Erickson v. Fresno Housing Authority (17 CECG03365)

- e. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant
to Government Code §54957.6)
Agency designated representatives: (Tammy Townsend,
Emily De La Guerra, Angie Nguyen, Hilda Reeves, Scott
Fetterhoff, Summer Nunes)

- f. PUBLIC EMPLOYEE EVALUATION
Title: CEO

- g. PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code §54597
Title: Legal Counsel

11. Report on Closed Session Matters

12. Action

- a. Consideration of Tentative Agreement – SEIU
- b. Consideration of Property Acquisition – 1311 N. Hulbert,
Fresno, CA 93728

13. Adjournment

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

Friday, September 14, 2018

9:00 A.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a regular session on Friday, September 14, 2018 at Parc Grove Commons, located at 2674 E. Clinton Ave., Fresno, California.

1. The meeting was called to order at 9:00 a.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
 Joey Fuentes
 Nikki Henry
 Cary Catalano
 Venilde Miller

ABSENT: Commissioner Gallaher

The meeting was called to order at 9:00 a.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
 Karl Johnson
 Stacy Vaillancourt
 Terra Brusseau

ABSENT: Commissioner Scott

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

Commissioner Henry requested to re-order the agenda in an effort to discuss matters that would take more time and require more conversation earlier in the day. She specifically requested Resident Service, Homelessness, and the Agency's 2019 Goals, be placed earlier on the agenda as opposed to later. Commissioners Sablan and Jones asked that the agenda stay as posted, due to guest speakers and the context for those items being prioritized as outlined in the agenda.

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

MOTION PASSED: *5-0*

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Castro, to approve the agenda as posted.*

MOTION PASSED: *6-0*

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

3. PUBLIC COMMENT

Angela Martinez, a resident of Parc Grove Commons, gave public comment. Her comments included concerns about security, unsupervised children, damage to the property/site, and unit inspections (balconies).

Rosemarie Duarte, a resident of Parc Grove Commons, gave public comment. Her comments included concerns about marijuana smoking on the property, security/safety on the property, and unsupervised youth.

Commissioner Sablan requested staff look in to the concerns of Ms. Martinez and Ms. Duarte.

Eric Payne, a community member, gave public comment. His comments included appreciation towards staff in their efforts to affirmatively further fair housing; thank you to the residents who came to speak during public comments; housing, programs, services and subsidies for senior residents; youth programs and engagement opportunities; and rural strategies for economic development. Additionally, Mr. Payne invited the Commissioners to the upcoming resident barbeque.

4. POTENTIAL CONFLICTS OF INTEREST

There was no conflict of interest at this time.

5. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY
NEGOTIATORS

(Pursuant to Government Code § 54954.5(b))

Property: APN: 561-020-51S; NE Corner of Willow and Alluvial Avenues, Clovis, CA

Agency Negotiator: Preston Prince

Negotiating parties: Fresno Housing Authority; Colliers

International

Under negotiation: Price and Terms

CONFERENCE WITH REAL PROPERTY
NEGOTIATORS

(Pursuant to Government Code § 54954.5(b))

Property: APN: 408-050-30, 408-050-31, 408-050-34; 6507 N. Fresno, Fresno, CA 93710

Agency Negotiator: Preston Prince

Negotiating parties: Fresno Housing Authority; David A. Vierra of Heritage Land

Under negotiation: Price and Terms

The Boards of Commissioners went in to closed session at approximately 9:21 a.m.

6. REPORT ON CLOSED SESSION ITEMS

The Boards of Commissioners returned to open session at approximately 9:30 a.m. There was no activity or action to report.

7. DISCUSSION ITEMS

- a. Federal Funding and Policy Changes
- b. State Funding and Policy Trends and Priorities
- c. Development Priorities and Pipeline
- d. Resident Services Discussion
- e. Homelessness Next Steps and the Agency's Role

- f. 2019 Goals and Strategic Plans
This item was removed from the agenda

- g. CEO Contract Agreement

No action was taken.

8. 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 3:35 p.m.

Preston Prince, Secretary to the Boards of Commissioners

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

Tuesday, September 25, 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, September 25, 2018 at the offices of HACCF, located at 1331 Fulton Street, Fresno, California.

1. The regular meeting was called to order at 5:05 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
 Rueben Scott
 Stacy Vaillancourt
 Terra Brusseau

ABSENT: Caine Christensen, Vice Chair
 Karl Johnson

The meeting was called to order at 5:05 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
 Cary Catalano
 Valori Gallaher

ABSENT: Nikki Henry

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)

There were no public comments.

CITY MOTION: *Commissioner Scott moved, seconded by Commissioner Brusseau, to approve the amended agenda.*

MOTION PASSED: 4-0

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

MOTION PASSED: 6-0

3. PUBLIC COMMENT

There were no public comments.

4. POTENTIAL CONFLICTS OF INTEREST

There was no conflict of interest at this time.

5. DISCUSSION ITEM

a. 2019 Agency Goals and Strategic Priorities

Commissioner Sablan formerly welcomed the newest County Commissioner Valori Gallaher.

Commissioner Gallaher briefly shared that she resides in Caruthers, a small rural town south of Fresno. She works for a fertilizer company. Commissioner Gallaher has a son and three grandchildren.

Commissioner Jones congratulated Commissioner Scott for his 35th Anniversary in serving on the City's Board of Commissioners.

The discussion on the 2019 Agency Goals and Strategic Priorities commenced at around 5:15pm.

Mr. Prince acknowledge Commissioner Fuentes' wife Norma Fuentes for her academic achievement. Ms. Fuentes was able to achieve a higher education due to a scholarship awarded by the Fresno Housing Authority.

6. 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 August 21, 2018
- b. Consideration of Tax Credit Funding Award – Orchard Apartments
- c. Consideration of Tax Credit Funding Award – Mariposa Meadows
- d. Consideration of Section 18 Disposition Application Submission – Mariposa Meadows

CITY MOTION: *Commissioner Scott moved, seconded by Commissioner Vaillancourt to approve the Consent Agenda Items A-D.*

MOTION PASSED: 4-0

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

MOTION PASSED: 6-0

7. PUBLIC HEARING

- a. Public Housing Agency Plans (Annual Plan, Admissions and Continued Occupancy Plan, Administrative Plan)

General Counsel opened the public comments for item 7a on the Public Housing Agency Plans.

Mr. Shawn Jenkins, resident of 1900 N. Gateway Blvd Fresno CA 93727, and Senior Vice President of WestCare, spoke in support of the expansion of the limited preference voucher program. He stated the expansion of this voucher will help our homeless community. Mr. Jenkins presented his concern for the Homeless in the Community. He paraphrased a saying: “The integrity of person is a judge of what they will do when they think no one else will find out.” He further acknowledged the work of the Boards and Fresno Housing staff. He added that Fresno Housing sets the example for other Housing Authorities.

Ms. Misty Gattie-Blanco, resident 1900 Mariposa Mall Suite 113, Housing Manager with Fresno EOC, spoke. She said she values the partnership with the Fresno Housing Authority and spoke in support of the limited preference voucher program. Ms. Gattie-Blanco shared an experience where she and Ms. Doreen Eley, a Fresno Housing staff, helped to house a homeless couple with a nine-month old baby. Also, with the addition

of the limited preference voucher it will give the opportunity to assist other clients. She thanked the Boards and Fresno Housing staff.

Mr. H. Spees, on behalf of Mayor Lee Brand and the City of Fresno, spoke on the strategic importance to invest in the voucher system. In addition, he added that Fresno has the highest rate of reducing homelessness - a 60% homeless reduction from 2010 to 2017. He acknowledged the reduction has to do with the Fresno Housing Authority's Leadership.

Mr. Prince added this will open new the opportunity for new individuals to come to the program.

8. INFORMATIONAL

- a. Update on the 2019 Agency Budget and Goal Development

Ms. Tammy Townsend presented on this topic.

9. ACTION

- a. Consideration to Approve the Submission of the 2019 Agency Annual Plans, Administrative Plans, and Admission & Continued Occupancy Policy

Ms. Angie Nguyen presented on this topic.

CITY MOTION: Commissioner Scott moved, seconded by Commissioner Vaillancourt, to approve the submission of the 2019 Agency Annual Plans, Administrative Plans, and Admission & Continued Occupancy Policy.

MOTION PASSED: 4-0

COUNTY MOTION: Commissioner Fuentes moved, seconded by Commissioner Catalano, to approve the submission of the 2019 Agency Annual Plans, Administrative Plans, and Admission & Continued Occupancy Policy.

MOTION PASSED: 6-0

- b. County: Consideration to Receive and File the 2017 Annual Audited Basic Financial Statements

Ms. Emily De La Guerra, Finance Director, Ms. Nicole Diaz, Controller, and Mr. Mark David, Auditor, presented on this topic.

COUNTY MOTION: *Commissioner Miller moved, seconded by Commissioner Catalano, to receive and file the 2017 Annual Audited Basic Financial Statements.*

MOTION PASSED: 6-0

- c. City: Consideration to Receive and File the 2017 Annual Audited Basic Financial Statements

Ms. Emily De La Guerra, Finance Director, Ms. Nicole Diaz, Controller, and Mr. Mark David, Auditor, presented on this topic.

CITY MOTION: *Commissioner Brusseau moved, seconded by Commissioner Scott to receive and file the 2017 Annual Audited Basic Financial Statements.*

MOTION PASSED: 4-0

- d. Consideration of the Amended Contract – CalPERS

Mr. Scott Fetterhoff, Director of Human Resources and Organizational Development, presented on this topic.

CITY MOTION: *Commissioner Scott moved, seconded by Commissioner Vaillancourt, to approve the Amended Contract – CalPERS.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Castro, to approve the Amended Contract – CalPERS.*

MOTION PASSED: 6-0

- e. Consideration of the General Construction/Construction Management Contract – Orchard Apartments

Mr. Michael Duarte, Director of Planning & Community Development, presented on this topic.

CITY MOTION: *Commissioner Brusseau moved, seconded by Commissioner Scott, to approve the General Construction/Construction Management Contract – Orchard Apartments.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Fuentes, to approve the General Construction/Construction Management Contract – Orchard Apartments.*

MOTION PASSED: 6-0

- f. Consideration of the General Construction/Construction Management Contract – Mariposa Meadows

Mr. Michael Duarte, Director of Planning & Community Development, presented on this topic

CITY MOTION: *Commissioner Scott moved, seconded by Commissioner Vaillancourt, to approve the General Construction/Construction Management Contract – Mariposa Meadows.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Gallaher moved, seconded by Commissioner Fuentes, to approve the General Construction/Construction Management Contract – Mariposa Meadows.*

MOTION PASSED: 6-0

- g. Consideration of the Development Agreement – City of Kingsburg

Mr. Michael Duarte, Director of Planning & Community Development, presented on this topic.

CITY MOTION: *Commissioner Scott moved, seconded by Commissioner Brusseau, to approve the Development Agreement – City of Kingsburg.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Castro moved, seconded by Commissioner Fuentes, to approve the Development Agreement – City of Kingsburg.*

MOTION PASSED: 6-0

10. COMMISSIONERS' REPORT

Commissioner Sablan informed that the Board meeting for the month of October will remain as shown on the schedule. The next Board meeting will be on October 23, 2018.

Commissioner Sablan and Commissioner Jones thanked Tammy Townsend and the Fresno Housing staff for the Board retreat.

Commissioner Jones briefly reminded the Boards that the NAHRO Conference is in October 2018. In addition, she reminded staff to reach out to our residents to register to vote. September 25, 2018 is National Voter Registration day.

Commissioner Scott asked Fresno Housing staff to review the residents' monthly rent at Legacy Commons for the residents under the VA program. He stated he received some concerns from the residents that their rent is increasing. Fresno Housing Authority staff will follow up with the residents at Legacy.

11. EXECUTIVE DIRECTOR'S REPORT

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

- Mr. Prince shared about the District 3 forum held in Fresno. He added the event was informational to the residents.
- Mr. Prince announced Edgar Rodriguez, Database Administrator and Report Writer, a new hire.

12. CLOSED SESSION

The Boards went into closed session at approximately 8:22 pm.

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: 449-200-08; 1311 N Hulbert Avenue, Fresno, CA 93728
Agency Negotiator: Preston Prince
Negotiating Parties: Fresno Housing Authority; Rod DeLuca, RJK Enterprises, L.P.
Under negotiation: Price and Terms
- b. PUBLIC EMPLOYMENT
Title: CEO

The Boards returned to open session at approximately 8:46 p.m.

13. REPORT ON CLOSED SESSION

There was no other action to report at this time.

14. ACTION

- a. Consideration of the Property Acquisition – 1311 N. Hulbert Avenue, Fresno, CA 93728

***CITY MOTION:** Commissioner Scott moved, seconded by Commissioner Vaillancourt, to approve the ratification of the purchase and sale agreement.*

***MOTION PASSED:** 4-0*

***COUNTY MOTION:** Commissioner Catalano moved, seconded by Commissioner Fuentes, to approve the ratification of the purchase and sale agreement.*

***MOTION PASSED:** 6-0*

- b. Consideration of the Employment Contract – CEO

***CITY MOTION:** Commissioner Scott moved, seconded by Commissioner Vaillancourt, to approve the Employment Contract – CEO.*

***MOTION PASSED:** 4-0*

***COUNTY MOTION:** Commissioner Catalano moved, seconded by Commissioner Castro, to approve the Employment Contract – CEO.*

***MOTION PASSED:** 6-0*

15. 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 9:04 p.m.

Preston Prince, Secretary to the Boards of Commissioners

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

Tuesday, October 23, 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, October 23, 2018 at the offices of HACCF, located at 1331 Fulton Street, Fresno, California.

1. The regular meeting was called to order at 5:01 p.m. by Board Vice Chair, Commissioner Christensen, 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: Caine Christensen, Vice Chair
Terra Brusseau
Karl Johnson

ABSENT: Adrian Jones, Chair
Rueben Scott
Stacy Vaillancourt

The meeting was called to order at 5:01 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
Cary Catalano
Valori Gallaher

ABSENT: Joey Fuentes
Nikki Henry

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

Commissioner Sablan welcomed Ms. Sharon Williams, Ms. Williams who will soon join the City Board. Commissioner Sablan welcomed her to participate, but she will not be able to vote until the City Council confirms her appointment.

Commissioner Catalano joined the meeting at 5:02pm.

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

There were no public comments.

General Counsel declared the absence of a quorum for the City Board, noting that no motion or voting will occur.

COUNTY MOTION: *Commissioner Castro moved, seconded by Commissioner Miller, to approve the amended agenda as announced.*

MOTION PASSED: 5-0

3. PUBLIC COMMENT

The public comments presented:

Mr. Eric Payne resident of 1444 Fulton Street Fresno, CA 93721, on behalf of the Central Valley Institute, welcomed Ms. Sharon Williams. He added that Ms. Williams is not new to board service, as he worked with her in the past. She worked on the West Fresno Specific Plan. Ms. Williams has historical knowledge about the Community. He added that he is pleased with the Mayor's recommendation for her appointment. Ms. Williams is a strong advocate for tenants' rights.

Mr. Tommie Tahami, a Fresno resident and landlord of 1045 N. Fresno Street, Fresno, CA 93701, shared that his home needs improvement. In addition, he added he is willing to rent his home through the Housing Choice Voucher program; however, his home will not pass inspection because the house needs improvement such as new roofing. He further stated that he is willing to sell his home, but the home needs improvement. Mr. Tahami added that he applied for the Housing Choice Voucher program in the past and he completed the background check. He asked for Fresno Housing Authority staff to check on his status.

Mr. H. Spees, on behalf of Mayor Lee Brand and the City of Fresno, stated that about a year ago, Mayor Brand asked him to work on the human crisis for the city which is homelessness. Mr. Spees added that it has been a pleasure to work with Fresno Housing Authority staff on the issue of homelessness. He added that the Street 2 Home report is public, which is a Fresno County comprehensive plan. Mr. Spees said the Fresno Housing Authority Board invested in

the best homeless consultant in the country, Barbara Poppe. Additionally, The San Jose-based organization, Destination Home, wanted a private consultation with the Fresno Housing Authority Director and Staff because of the leadership and unique accomplishments Fresno Housing is having with homelessness.

Mr. Spees said he is excited about the report; Street 2 Home is an organization, that connects city, county, state, federal, faith based, charitable, corporate and hospital resources to address the tragic reality of homelessness. Mr. Spees thanked the Boards for their leadership and support.

4. POTENTIAL CONFLICTS OF INTEREST

There was no conflict of interest reported at this time.

5. COUNTY: NOMINATIONS FOR BOARD CHAIR AND VICE CHAIR FOR 2019-2020

Commissioner Sablan said this is the month where Commissioners express interest for the Board Chair and Vice Chair for 2019-2020, it is not nomination.

Commissioner Sablan shared that 6 months ago she was elected to the County Chair to finish Jim Petty's term. Commissioner Sablan expressed interest for the two-year term for the Chair position.

General Counsel briefly reviewed a draft of the County By-Laws. The General Counsel added that this month we need to get the name of the interested parties.

Commissioner Catalano submitted Commissioner Nikki Henry's name for the Chair or Vice Chair. Commissioner Henry was not present to submit her name; but did express interest.

Commissioner Castro stated she wanted to remain Vice Chair.

6. 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 September 14, 2018 and September 25, 2018
- b. Consideration of Contract Renewal – Novogradac
- c. Consideration of Contract Renewal – Davis Farr
- d. Consideration of HOME Tenant-Based Rental Assistance (TBRA) Contract - City of Fresno

The consent agenda items were postponed until the next Board meeting.

7. INFORMATIONAL

a. Resident Services Presentation – Boys and Girls Clubs of Fresno County

Ms. Doreen Eley, Senior Manager introduced Diane Carbray, CEO and Kathy Vue, Director of Operations for the Boys and Girls Clubs of Fresno County.

Ms. Carbray and Ms. Vue presented the 2017 report for the Boys and Girls Clubs of Fresno County programs.

b. Update on the 2019 Agency Budget and Goal Development

Commissioner Brusseau joined the meeting at 5:46pm.

Ms. Emily De La Guerra presented on this topic.

Public speaking under this topic were the following:

Ms. Nikki a resident of Fresno County, shared that staff should look closer at section 3 of the Goal document. She recommended the expansion and use of data and analysis.

Mr. Eric Payne, provided his comment on the budget presentation. He added that it would have been helpful if staff would have provided the Board with some of the residential document feedbacks gathered during the convening meeting with the residents at the different properties. This will give a full view of the residents' needs and the impact residents are feeling on the ground.

Mr. Payne thanked Mr. Prince for providing some clarity around this budget of what the organization hopes to achieve. Mr. Payne said he wants to understand the definition for resident safety. Also, how the definition for resident safety translates into the dollars being spent; is it being spent on police officers, intervention/prevention programs, adding additional program or services. He added he wants to understand the organization's definition of resident safety and what is the agency interpretation.

Also in regards to the deficit spending, he said not to put grant development solely on the Managers, but he suggested the use of the administrative fund for the possibility of a grant writer. He stated he agrees with Commissioner Brusseau's comments in regards to the ambiguity of the numbers in terms of how they translate into implementation.

His final comment was around Commissioner Christensen's statement on the overall vision of the Board on data implementation. He is very pleased to see the data analysis

incorporated in this conversation. These budgets are a reflection of our values. He is very pleased with the analysis on the conversation of dollars invested with resident outreach.

Mr. Tammie Tahami shared he is a senior citizen that lived in Fresno for four years. Housing is a big problem in this country. He said he is willing to do something with his property. He looks forward to Habitat for Humanity helping him with the improvements to his home. Mr. Tahami is asking for \$200,000 for his property.

Commissioner Catalano left the meeting at 7:13pm.

c. Real Estate Development Update

Ms. Tracewell Hanrahan and Mr. Michael Duarte presented on this topic of Real Estate Development.

8. ACTION

These action items were postponed until the next Board meeting.

- a. Consideration of HRFC Pre-Development Funding Commitment – Orchard Apartments (Parlier)
- b. Consideration of HRFC Pre-Development Funding Commitment – Mariposa Meadows
- c. Consideration of the Conditional Purchase and Sale Agreement – Huron Land

9. COMMISSIONERS' REPORT

Commissioner Sablan was interested in the outcome of the staff event on October 12, 2018 at the Chaffee Zoo.

Mr. Fidel Contreras, Communications Coordinator, briefly reported that the event was successful, with about 150 staff attending the event with their families. Roughly 600 people attended the event. Mr. Contreras shared the families enjoyed the evening with a diverse option of treats such as kettle corn and cupcakes.

Ms. Brandi Johnson, Communications Manager; shared the event was an opportunity for families to connect.

Commissioner Sablan briefly reminded the Boards that the NAHRO Conference was scheduled for this month.

Commissioner Miller spoke in reference to the before and after pictures of different complexes presented by Mr. Michael Duarte during the Real Estate Development Update. She said the Fresno Housing Authority helps a lot of people. She said the work is amazing, rebuilding the apartment complex from the ground up. She said she wishes she resided at one of the complexes that have been rebuilt.

In response Mr. Prince and Mr. Duarte said they will eventually reach her area for redevelopment.

10. EXECUTIVE DIRECTOR'S REPORT

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

- Mr. Prince said the Commissioners should have received a hardcopy of the Street 2 Home Report. In addition, Ms. Brandi Johnson would be launching the website for the Street 2 Home and the report will be released to our community partners.
- Some highlights presented by Mr. Prince: the Street 2 Home Report will be distributed to the City Councils throughout Fresno County early in November 2018. Also, the Board of Supervisors, and the City Council will be taking action to declare a state of emergency; therefore, they can access the funds that would allow Fresno Housing Authority to perform the crisis responses.
- Mr. Prince shared he participated at a Press Conference along with Commissioner Castro at City Hall. The press conference was in regards to SB1 which, is the state money for affordable housing and SB2, No Place Like Home. Those dollars will help address permanent supportive housing needs.

11. CLOSED SESSION

The Boards went into closed session at approximately 7:55 pm.

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: 449-200-08; 1311 N Hulbert Avenue, Fresno, CA 93728
Agency Negotiator: Preston Prince
Negotiating Parties: Fresno Housing Authority; Rod DeLuca, RJK Enterprises, L.P.
Under negotiation: Price and Terms
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: 467-074-10T; Tulare and E Streets, Fresno, CA 93706
Agency Negotiator: Preston Prince
Negotiating Parties: Fresno Housing Authority; City of Fresno
Under negotiation: Terms
- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: 449-200-08; 1311 N. Hulbert Avenue, Fresno, CA 93728

- Agency Negotiator: Preston Prince
 Negotiating Parties: Fresno Housing Authority; Rod DeLuca, RJK Enterprises, L.P.
 Under negotiation: Price and Terms
- d. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 (Pursuant to Government Code § 54954.5(b))
 Property: APN: 561-020-51S; NE Corner of Willow and Alluvial Avenues, Clovis, CA
 Agency Negotiator: Preston Prince
 Negotiating parties: Fresno Housing Authority; Colliers International
 Under negotiation: Price and Terms
- e. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 (Pursuant to Government Code § 54954.5(b))
 Property: 434-143-06; 4061 N. Blackstone Avenue, Fresno, CA 93726
 Agency Negotiator: Preston Prince
 Negotiating Parties: Fresno Housing Authority; Motel Hotel Specialists, INC.
 Under Negotiation: Terms
- f. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 (Pursuant to Government Code § 54954.5(b))
 Property: 470-052-02T; SE Corner of 7th and Ventura Avenues, Fresno, CA 93702
 Agency Negotiator: Preston Prince
 Negotiating Parties: Fresno Housing Authority; City of Fresno
 Under Negotiation: Terms
- g. CONFERENCE WITH LABOR NEGOTIATORS
 (Pursuant to Government Code §54957.6)
 Agency designated representatives: (Tammy Townsend, Emily De La Guerra, Angie Nguyen, Hilda Reeves, Scott Fetterhoff, Summer Nunes)
- h. PUBLIC EMPLOYEE APPOINTMENT
 Pursuant to Government Code §54597
 Title: Legal Counsel
- i. PUBLIC EMPLOYEE EVALUATION
 Title: CEO

The Boards returned to open session at approximately 8:42 p.m.

12. REPORT ON CLOSED SESSION

There was no other action to report at this time.

13. ACTION

- a. Consideration of Property Acquisition and HRFC Funding Commitment – Willow/Alluvial Avenues, Clovis, CA

Due to the absence of a quorum for the City Board, no motion or voting will occur.

COUNTY MOTION: *Commissioner Castro moved, seconded by Commissioner Gallaher, to approve the Property Acquisition and HRFC Funding Commitment- Willow/Alluvial Avenues, Clovis, CA.*

MOTION PASSED: 5-0

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 8:45 p.m.

Preston Prince, Secretary to the Boards of Commissioners

BOARD MEMO

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www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: November 15, 2018

BOARD MEETING: Nov. 27, 2018

AGENDA ITEM: 5b

AUTHOR: Nicole Diaz

SUBJECT: Consideration of the Contract with Novogradac & Company LLP for Tax Credit CPA and Annual Audit Services (*cont'd from October 23, 2018*)

Executive Summary

The purpose of this memo is to seek the Boards of Commissioners' approval to extend the contract between the Fresno Housing Authority and Novogradac & Company LLP (Novogradac). The Agency currently has a contract with Novogradac to provide services for tax credit CPA and annual audit services for the Agency's instrumentalities and affiliated entities. Staff is requesting that the contract be extended to cover the year ending December 31, 2018. This will be the second extension of the contract and will be valid from November 1, 2018 through October 31, 2019.

The Boards of Commissioners originally approved the contract on October 25th, 2016, for an amount not to exceed \$23,000, for the audits and tax returns for the Housing Relinquished Fund Corporation (HRFC), the Housing Self-Insurance Corporation (HSIC), Silvercrest, Inc., Villa del Mar, Inc., Pacific Garden Enterprises, and Housing Connections & Compliance, Inc. Staff will also be asking the Silvercrest Board of Directors to consider and approve the contract for the Tax Credit Limited Partnerships for which Silvercrest is the Managing General Partner.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director, or his designee, to extend the contract with Novogradac & Company LLP from November 1, 2018 through October 31, 2019 in the amount of \$23,000.

Fiscal Impact

The fiscal impact of this items will be \$23,000 in fiscal year 2019. The cost of each audit is borne by the each specific entity and will be included in their respective 2019 budgets.

Background

In June 2016, the Agency published an RFP to solicit proposals from qualified certified public accounting firms to perform tax credit CPA and audit services.

The services requested in the RFP included many requirements that are specific to the Low-Income Housing Tax Credit (LIHTC) program, including:

- Audits and Tax Returns for Tax Credit Limited Partnerships, also known as Single-Purpose Entities,
- Tax Returns for the Limited Liability Corporations associated with those Limited Partnerships,
- Eligible Tax Basis, Qualifying Project Certifications, and Cash Flow Analysis for specific projects during the California Tax Credit Allocation Committee (CTCAC) application period, and
- Required certifications for CTCAC, including 10% Tests, Carryover Allocation Documentation, Cost Certification Statements, Final Cost Certifications/Verifications of Sources and Uses, and Placed-In-Service Packages.

In response, the Agency received proposals from six (6) firms: CliftonLarson Allen LLP, CohnReznick LLP, Eide Bailly LLP, Novogradac & Company LLP, Rubino & Company Chartered, and Smith Marion & Company LLP. The RFP methodology considers both technical factors and price when evaluating a proposal. Awards are based on the proposal that represents the best overall value when considering both price and other factors including technical expertise, successful past performance, quality of proposed staffing, etc. Based on this assessment, the selection committee consisting of staff from Finance, Development, Asset Management and two third-party property management companies, recommended Novogradac & Company LLP for award being the top-rated proposer overall.

In October 2016, Novogradac was selected as the successful proposer due to many factors, including their specific technical knowledge of tax credit requirements, multi-family housing audit procedures, and taxation rules for tax credit investment instruments, limited partnerships, limited liability corporations and non-profit entities. The Boards of Commissioners originally approved the contract with Novogradac & Co LLP on October 25th, 2016 for an amount not to exceed \$23,000 annually, for a total potential not to exceed amount of \$115,000.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE CONTRACT FOR TAX CREDIT CPA & ANNUAL
AUDIT SERVICES**

WHEREAS, the Housing Authority of the City of Fresno (“the Authority”) solicited proposals from qualified firms to provide tax credit CPA and annual audit services; and,

WHEREAS, Novogradac & Company LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Authority; and,

WHEREAS, the term of said contract will be November 1st, 2018 through October 31st, 2019, with an option to extend the contract term for two additional, one-year terms, for a possible total contract term of five years; and,

WHEREAS, the said contract will cover the Housing Relinquished Fund Corporation (HRFC), the Housing Self-Insurance Corporation (HSIC), Silvercrest, Inc., Pacific Garden Enterprises, Inc., Villa del Mar, Inc. and Housing Connections & Compliance, Inc.. and,

WHEREAS, the Authority desires to exercise its option to extend the contract with Novogradac & Company LLP for tax credit CPA and annual audit services for one year, beginning November 1, 2018, for an amount not to exceed \$23,000; and,

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of Fresno County, or his designee, is hereby authorized to negotiate and execute the aforementioned contract and supporting documents with Novogradac & Company LLP.

PASSED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2018. 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**

**RESOLUTION APPROVING THE CONTRACT FOR TAX CREDIT CPA AND ANNUAL
AUDIT SERVICES**

WHEREAS, the Housing Authority of Fresno County (“the Authority”) solicited proposals from qualified firms to provide tax credit CPA and annual audit services; and,

WHEREAS, Novogradac & Company LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Authority; and,

WHEREAS, the term of said contract will be November 1st, 2018 through October 31st, 2019, with an option to extend the contract term for two additional, one-year terms, for a possible total contract term of five years; and,

WHEREAS, the said contract will cover the Housing Relinquished Fund Corporation (HRFC), the Housing Self-Insurance Corporation (HSIC), Silvercrest, Inc., Pacific Garden Enterprises Inc., Villa del Mar, Inc. and Housing Connections & Compliance, Inc.. and,

WHEREAS, the Authority desires to exercise its option to extend the contract with Novogradac & Company LLP for tax credit CPA and annual audit services for one year, beginning November 1, 2018, for an amount not to exceed \$23,000; and,

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of Fresno County, or his designee, is hereby authorized to negotiate and execute the aforementioned contract and supporting documents with Novogradac & Company LLP.

PASSED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2018. 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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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: November 15, 2018

BOARD MEETING: Nov. 27, 2018

AGENDA ITEM: 5c

AUTHOR: Nicole Diaz

SUBJECT: Consideration of Contract Extension with Davis Farr LLP for Independent Audit Services (*cont'd from October 23, 2018*)

Executive Summary

The purpose of this memo is to seek the Boards of Commissioners' approval to extend the contract between the Fresno Housing Authority and Davis Farr LLP. The Agency currently has a contract with Davis Farr LLP to provide services for the annual Basic Financial Statement audits of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County, which includes all Agency instrumentalities, for year ending December 31, 2018. This will be the third extension of the contract and will be valid from December 15, 2018 through December 14, 2019.

The Boards of Commissioners originally approved this contract on September 22, 2015 with an annual contract amount of \$125,000. The contract was modified for an additional \$19,100 in November 2016 to provide supplementary audit services for Garland Gardens, Parkside Apartments, and an internal control review. The new contract amounts are not to exceed \$144,100 per year. Davis Farr was originally selected as the successful proposer due to many factors, including their specific technical knowledge of Housing Authority audit requirements, HUD grant compliance, and governmental accounting and internal control standards.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director, or his designee, to extend the contract with Davis Farr LLP from December 15, 2018 through December 14, 2019 for an amount not to exceed \$144,100.

Fiscal Impact

The fiscal impact of the contract extension will be no more than \$144,100 in fiscal year 2019, per our contract limits. This amount will be paid by the Housing Authority and will be included in the 2019 Agency Operating Budget.

Background

In October of 2014, the Agency published an RFP to solicit proposals from qualified certified public accounting firms to perform the Agency's annual financial statement audits. In response, the Agency received proposals from nine

(9) firms: Mayer Hoffman McCann P.C. (now doing business as Davis Farr LLP), Barman Hopkins Wright & LaHam CPAs LLC, CliftonLarson Allen LLP, CohnReznick LLP, Macias Gini & O'Connell LLP, Novogradac and Company LLP, Rector Reeder & Lofton P.C., Smith Marion & Company LLP, and Wallace Rowe & Associates.

The RFP methodology considers both technical factors and price when evaluating a proposal. Awards are based on the proposal that represents the best overall value to the Agency when considering both price and other factors including technical expertise, successful past performance, quality of proposed staffing, etc. Based on this assessment, the selection committee consisting of staff from Finance, Housing Management, and Assisted Housing (HCV), recommended Mayer Hoffman McCann P.C. (MHM, now doing business as Davis Farr LLP) for award being the top-rated proposer overall, and offering the best price of the top-three rated proposers.

On December 10, 2014 a Notice of Successful Proposer was distributed to the firms that submitted proposals outlining The Agency's intent to enter into a contract with Mayer Hoffman McCann P.C. (now doing business as Davis Farr LLP) prior to the start of the audit for the year ending December 31, 2015. In May of 2015, however, Agency staff received notification from the audit engagement partner of MHM that the government auditing segment of the firm was in the process of separating from MHM to become a stand-alone firm by the name of Davis Farr LLP. As a result of this transaction, the government audit practice that was formerly conducted under the name of Mayer Hoffman McCann P.C. is now operating under the name of Davis Farr LLP, a separate audit firm independent of MHM.

As the awarded firm's change in legal structure preceded the actual execution of a contract pursuant to the procurement process undertaken by the RFP, Agency staff sought assurance that Davis Farr LLP is essentially the same as MHM's former government auditing segment, and would have been awarded the RFP had the transition occurred prior to submission of the proposal, when weighed by the same qualitative metric put forth in the Agency's RFP. Staff's inquiries revealed that Davis-Farr offered equivalent credentials, similar experience and similar technical capabilities compared to MHM. Davis Farr would also provide continuity of audit staff and resources, just as proposed by MHM. Moreover, Davis Farr has reviewed the proposal originally submitted by MHM and has confirmed that they will honor the same terms, conditions and pricing that resulted in MHM being selected for the award. On August 30, 2015, Marc Davis, audit principal of Davis Farr LLP, provided to the Agency a memorandum detailing his acceptance of the assignment of the audit contract to his newly established firm.

On September 22, 2015, the Boards of Commissioners for the Fresno Housing Authority approved the contract between the Agency and Davis Farr LLP for the Agency's annual Basic Financial Statement audits for an initial term of one year, with the option to renew for an additional four (4) one (1) year periods. This is the third extension of the contract, with one extension remaining.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT FOR
INDEPENDENT AUDIT SERVICES**

WHEREAS, the Housing Authority of the City of Fresno (“the Authority”) solicited proposals from qualified firms to provide independent audit services; and,

WHEREAS, Davis Farr LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Authority; and,

WHEREAS, the term of said contract will be one year from the date of contract execution, with an option to extend the contract term for four additional, one year terms, for a possible total contract term of five years; and,

WHEREAS, the Authority has entered into a contract with Davis Farr LLP for an amount not to exceed \$125,000 per year for a total not-to-exceed amount of \$625,000; and,

WHEREAS, the Authority modified the contract on November 7, 2016 to include additional audit services for Garland Gardens, Parkside Apartments, and internal control review for \$19,100; and,

WHEREAS, the Authority desires to exercise its option to extend the contract with Davis Farr LLP for independent audit services for one year, beginning December 15, 2018, for an amount not to exceed \$144,100; and,

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of the City of Fresno, or his designee, is hereby authorized to negotiate and execute the aforementioned contract and supporting documents with Davis Farr LLP.

PASSED AND ADOPTED THIS 27th DAY OF NOVEMBER, 2018. 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**

**RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT FOR
INDEPENDENT AUDIT SERVICES**

WHEREAS, the Housing Authority of Fresno County (“the Authority”) solicited proposals from qualified firms to provide independent audit services; and,

WHEREAS, Davis Farr LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Authority; and,

WHEREAS, the term of said contract will be one year from the date of contract execution, with an option to extend the contract term for four additional, one year terms, for a possible total contract term of five years; and,

WHEREAS, the Authority has entered into a contract with Davis Farr LLP for an amount not to exceed \$125,000 per year for a total not-to-exceed amount of \$625,000; and,

WHEREAS, the Authority modified the contract on November 7, 2016 to include additional audit services for Garland Gardens, Parkside Apartments, and internal control review for \$19,100; and,

WHEREAS, the Authority desires to exercise its option to extend the contract with Davis Farr LLP for independent audit services for one year, beginning December 15, 2018, for an amount not to exceed \$144,100; and,

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of Fresno County, or his designee, is hereby authorized to negotiate and execute the aforementioned contract and supporting documents with Davis Farr LLP.

PASSED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2018. 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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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince



CEO/Executive Director

DATE: November 15, 2018

BOARD MEETING: Nov 27, 2018

AGENDA ITEM: 5d

AUTHOR: Angie Nguyen

SUBJECT: Approval to Renew Administration of City of Fresno HOME
Tenant Based Rental Assistance (HOME TBRA) program

Executive Summary

The City of Fresno has again requested that Fresno Housing administer the HOME Tenant Based Rental Assistance program (HOME TBRA); an entitlement program to the City of Fresno from the U.S. Department of Housing and Urban Development. The previous grant term encompassed January 1, 2017 – September 30, 2018; FH is currently providing services under a contract extension until October 31, 2018. The purpose of the HOME TBRA program is provision of rental subsidy to very low and extremely low income persons experiencing homelessness. In this iteration, the program is intended to assist approximately 120 households with six (6) to twenty-four (24) months of rental assistance in housing that is decent and safe, with strategies to gain self-sufficiency and prevent return to homelessness. Funding for this program is at \$1,332,618 and is intended to run for twenty-four (24) months – January 1, 2019 – December 31, 2020.

In administering this project, it is the intent of FH to utilize its expertise in administering rental assistance programs particularly appropriate to the needs of households experiencing homelessness.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authorities of the City and County of Fresno adopt the attached resolution authorizing: (a) the renewal of administration of the City of Fresno HOME TBRA, (b) negotiation and execution, by the Executive Director or his designee, of any resulting contract(s), and associated amendments; (c) to incorporate the new funding into the HACCF approved Fiscal Years 2019 and 2020 budgets when agreement is executed; and (d) to hire related personnel to administer the program(s) in accordance with the funding requirements.

Fiscal Impact

This grant is an entitlement from the U.S. Department of Housing and Urban Development (HUD) to the City of Fresno. Housing assistance – which will include rental assistance payments and security/utility deposit costs – are budgeted at \$1,199,446. Administrative costs to include staff salary and benefits and indirect costs are budgeted at \$133,272 and will cover 100% of costs to administer this grant. HOME TBRA does not require match funding; the City of Fresno traditionally receives a waiver from HUD due to Census Bureau data documenting extreme poverty levels in Fresno.

Background

Since 2014 the City of Fresno allocated \$1.7 million of HOME dollars to support the community's efforts around homelessness. Fresno Housing has been selected to partner with the City to administer HOME TBRA due to agency expertise and leadership in projects such as H Street De-Encampment Pilot Program, Fresno First Steps Home de-encampment and successful administration of HUD Continuum of Care permanent supportive housing programs. Since administration of HOME TBRA, FH has been able to provide rental assistance to approximately 200 households.

With grant funding of \$1,332,718 for two years, FH will continue the work of housing those experiencing homelessness. Over the two year period, FH is expected to assist approximately 120 households with rental assistance of six (6) to twenty-four (24) months dependent on needs assessment. HOME TBRA will primarily work with those deemed less vulnerable by the the community assessment tool – Vulnerability Index Services Prioritization Decision Assistance Tool (VI-SPDAT). The program intentionally targets the less vulnerable as a means to provide a multitude of housing options available to the community – from a less intensive to more intensive housing and services model.

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING RENEWAL OF ADMINISTRATION OF CITY OF FRESNO
HOME TENANT BASED RENTAL ASSISTANCE (HOME TBRA) PROGRAM

WHEREAS, the City of Fresno has requested the Fresno Housing Authority to renew administration of a HOME Tenant Based Rental Assistance (HOME TBRA) program; and,

WHEREAS, said program is intended to serve approximately 120 low and very low and extremely low income individuals/families experiencing homelessness with limited time rental assistance; and,

WHEREAS, program funding is for \$1,332,718 for a twenty-four (24) month period from January 1, 2019 – December 31, 2020.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, do hereby authorize the Executive Director or his designee, to proceed with negotiation and execute all ancillary documents in connection therewith for an agreement with the City of Fresno to renew administration of the HOME Tenant Based Rental Assistance (HOME TBRA) program.

PASSED AND ADOPTED THIS 27th DAY OF November, 2018. 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 AUTHORITIES OF THE COUNTY OF FRESNO

RESOLUTION AUTHORIZING RENEWAL OF ADMINISTRATION OF CITY OF FRESNO
HOME TENANT BASED RENTAL ASSISTANCE (HOME TBRA) PROGRAM

WHEREAS, the City of Fresno has requested the Fresno Housing Authority to renew administration of a HOME Tenant Based Rental Assistance (HOME TBRA) program; and,

WHEREAS, said program is intended to serve approximately 120 low and very low and extremely low income individuals/families experiencing homelessness with limited time rental assistance; and,

WHEREAS, program funding is for \$1,332,718 for a twenty-four (24) month period from January 1, 2018 – December 31, 2020.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Fresno, do hereby authorize the Executive Director or his designee, to proceed with negotiation and execute all ancillary documents in connection therewith for an agreement with the City of Fresno to renew administration of the HOME Tenant Based Rental Assistance (HOME TBRA) program.

PASSED AND ADOPTED THIS 27th DAY OF November, 2018. 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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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: November 15, 2018

BOARD MEETING: November 27, 2018

AGENDA ITEM: 5e

AUTHOR: Brandon Gonzalez

SUBJECT: Consideration to Acquire Property located at Willow/Alluvial in Clovis, CA (APN 561-020-51s) and HRFC Loan Commitment of up to \$1,650,000

Executive Summary

At the March 2018 Fresno Housing Authority (FH) Board meeting, the opportunity to obtain site control of the property listed for sale located near the NE corner of N. Willow and W. Alluvial Avenues in Clovis, CA (APN 561-020-51S) (the "Property") was discussed. The Boards were supportive of conducting initial due diligence on the property and negotiating a Purchase and Sale Agreement (the "Agreement") for the subject Property contingent on Board approval. At the May 29, 2018 Silvercrest, Inc. Board meeting, the Silvercrest Board of Directors ratified the Agreement, which provided for a purchase price of \$1,600,000 and a 180-day due diligence period. During due diligence period, Silvercrest would reserve the right to terminate the agreement at its sole discretion. The due diligence period expires on November 3, 2018.

The Property is a 3.94 acre parcel of vacant land under the ownership of Willow Petroleum, LLC. The subject Property could represent the first FH development in the City of Clovis. The potential development aligns with the FH strategic priorities for new construction and developing in neighborhoods of high opportunity. The land is currently zoned R-2 low density multiple family residential and remains vacant. The site is fully entitled to be developed with up to 60 multi-family residential units.

At this time, Staff is recommending approval from the City FH Board to have Silvercrest, Inc. complete the acquisition of the subject Property from Willow Petroleum, LLC and request a loan from the Housing Relinquished Fund Corporation (HRFC) of up to \$1,650,000 to finance the acquisition, associated due diligence and escrow/title expenses.

Fiscal Impact

Staff is requesting a loan of up to \$1,650,000 from the Housing Relinquished Fund Corporation to fund the \$1,600,000 Property acquisition price and an additional \$50,000 for expenses associated with the due diligence and associated closing costs.

Recommendation

It is recommended that the Boards of Commissioner of the Housing Authority of the City of Fresno adopt the attached resolution authorizing Silvercrest, Inc. to complete the acquisition of the Property (APN 561-020-51S) from Willow Petroleum, LLC and request a loan commitment of up to \$1,650,000 from the Housing Relinquished Fund Corporation to fund said acquisition 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.

Background

The opportunity to obtain site control of the Property located near the NE corner of N. Willow and W. Alluvial Avenues in Clovis, CA (APN 561-020-51S) was identified as a potential development site. The land is currently zoned R-2 low density residential and fully entitled for up to 60 apartment units. The Property is currently vacant land.

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING ACQUISITION OF A PARCEL LOCATED AT THE
NORTHEAST QUADRANT OF N WILLOW AND W ALLUVIAL AVENUES, CLOVIS, CA
(APN: 561-020-51S) BY SILVERCREST, INC. AND REQUEST A LOAN COMMITMENT
FROM THE HOUSING RELINQUISHED FUND CORPORATION OF UP TO \$1,650,000

WHEREAS, the Housing Authority of the City of Fresno (HACF), California seeks to expand the availability of affordable rental housing and homeownership opportunities to low income persons within Fresno County; and

WHEREAS, Silvercrest, Inc., is a wholly controlled instrumentality of HACF; and

WHEREAS, HACF is interested in working with Silvercrest, Inc. to acquire a lot near the NE corner of N Willow Ave. and W Alluvial Ave, Clovis, CA, APN 561-020-51S, (the "**Property**") consisting of approximately 4 acres of vacant land; and

WHEREAS, Silvercrest, Inc. (the "**Buyer**") finalized a Purchase and Sale Agreement (the "**Agreement**") with Willow Petroleum, LLC (the "**Seller**") on May 7, 2018 to potentially acquire the Property; and

WHEREAS, the Agreement provided for, among other items, a purchase price of \$1,600,000 and a 180-day due diligence period which ends November 3, 2018; and

WHEREAS, the acquisition of the site could constitute the first housing development by the Housing Authority of Fresno County ("**HAFC**") in Clovis, CA; and

WHEREAS, a to be formed limited partnership ("**LP**") is intended to be created for the purposes of developing and owning the potential Willow & Alluvial apartment complex; and

WHEREAS, HAFC will be the administrative general partner and Silvercrest, Inc. will be the managing general partner of said LP; and

WHEREAS, HACF desires to support the acquisition of the subject Property and request a loan from the Housing Relinquished Fund Corporation in the amount of up to \$1,650,000 to finance the acquisition, initial due diligence and associated closing costs; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby authorize Silvercrest, Inc. to complete the

acquisition of the Property (APN 561-020-51S) from Willow Petroleum, LLC and request a loan commitment of up to \$1,650,000 from the Housing Relinquished Fund Corporation to fund said acquisition and authorized Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute all related documents to finalize the acquisition.

PASSED AND ADOPTED THIS 27th DAY OF NOVEMBER, 2018. 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
DATE: November 19, 2018
BOARD MEETING: November 27, 2018
FROM: Preston Prince 
CEO/Executive Director
AGENDA ITEM: 5f
AUTHOR: Blanca Navarro

SUBJECT: 2019 Proposed Utility Allowance Schedules – HUD Housing Assistance Programs and Low Income Housing Tax Credit

Executive Summary

This memo provides an update to the annual Utility Allowance (UA) rates for the following programs:

- Low Income Public Housing (LIPH) [24 CFR 965.507]
- Housing Choice Voucher (HCV-Section 8) [24 CFR 982.517 (c)]
- Multi-Family Project Based Rental Assistance (MF-PBRA/RAD) [HUD Notice H-2015-04]
- Mixed Finance Properties [24 CFR 965.507 and IRC Section 42]
- Low Income Housing Tax Credit (LIHTC) Internal Revenue Code Section 42 (IRC Section 42)

In accordance with applicable U.S. Dept. of Housing and Urban Development (HUD) program regulations, Public Housing Authorities (PHAs) of LIPH and/or HCV programs must review the UA schedules annually and revise allowances if there has been a change of 10% or more in the utility rate since the last UA schedule revision. Based on the study results of the annual review, there was an increase in utility charges for some localities and utility services of more than 10% from 2018, thus revisions will be implemented for 2019 in accordance with program requirements.

HUD requires PHAs to provide Individual Relief [24 CFR 965.508] for medical equipment allowance for residents residing in public housing units and HCV participants. Individual Relief is where a resident may request relief from payment of utility supplier billings in excess of the Utility Allowance for resident paid utilities. Management may grant such request on reasonable grounds such as the special needs of elderly, ill, or disabled, or special factors affecting utility usage, such as use of required medical equipment.

The UA charts/schedules for the LIPH and HCV programs are for informational purposes only and do not require Board approval. The changes for both programs are effective January 1, 2019. Public Housing residents received a 60-day notice of the proposed changes, per HUD requirements, at the end of October.

In accordance with HUD Notice H-2015-04, Owners of Multi-Family PBRA Programs are required to review the UAs every three (3) years to establish a baseline for each bedroom size. For the two (2) years after a baseline utility analysis is completed, the UA amount for each bedroom size and each utility at the property can be adjusted by a state-specific increase factor. The Utility Allowance Factor (UAF) is provided by HUD. The UA schedule is approved by HUD for the Multi-Family PBRA programs in accordance with the Housing Assistance Payment (HAP) contract anniversary. These charts are informational only and do not require Board approval.

Projects developed under the Internal Revenue Code (IRC) Section 42, LIHTC program, similar to HUD, United States Department of Agriculture (USDA) and several other agencies' programs, require the implementation of a utility (electric, gas, and water/sewer/garbage) allowance for use in calculating individual tenant subsidies for affordable housing. The LIHTC UA schedules are made available to developers of LIHTC properties throughout Fresno County, including the Fresno Housing Authority (FH). The California Tax Credit Allocation Committee (CTCAC) has provided guidance to LIHTC developers to refer to the local Public Housing Authority (PHA) as an alternative to obtain current utility allowance schedules. CTCAC requires PHAs to formally take Board action to approve the LIHTC utility allowances.

Due to the complexity of the data required to develop the utility allowances for the various programs, the Agency contracted with the Nelrod Company of Fort Worth, Texas, to develop these allowance charts/schedules. The studies were conducted in compliance with the applicable program requirements.

The Nelrod Company has prepared and recommended the attached utility allowance charts/schedules for the applicable programs for Fresno City and County as attached and referenced as such.

Group A (Board Action Required)

Schedule A.1 - LIHTC Utility Allowance Schedules (2) for Energy Efficient Units and Utility Allowances (2) for Non-Energy-Efficient units (page 1-4)

1. Multi-Family Low Rise (1 to 4 Units) - Energy Efficient
2. Multi-Family Mid-Rise (5 or more units) - Energy Efficient
3. Multi-Family Apartment (0-5 BR) - Non-Energy Efficient
4. Multi-Family Apartment (6-7 BR) - Non-Energy Efficient

Chart A.2 - Site Specific LIHTC - Assisted Housing Charts (10) (page 1-11)

1. Rio Villas - Tax Credit/PBV - Multi-Family Apartment
2. Pacific Gardens - Public Housing/Non Public Housing – Apartment/Multi-Family
3. Yosemite Village - Public Housing/Non Public Housing - Row House/Townhouse/Semi-Detached/Duplex/Detached House
4. Kerman Acres (Granada Commons - Public Housing/Non Public Housing - Apartment/Multi-Family
5. Parc Grove Commons Northwest - Tax Credit/PBV - Apartment/Multi-Family
6. Parc Grove Commons II - Public Housing/Non Public Housing - Apartment/Multi-Family

Group B (Informational Only)

- Chart B.1 Low Income Public Housing (LIPH) (page 1-3)
- Schedule B.2 Housing Choice Voucher (HCV-Section 8) (page 1-14)
- Chart B.3 Multi-Family Project Based Rental Assistance (MF-PBRA/RAD) (page 1-5)

Recommendation

It is recommended that the Board of Commissioners of the Fresno Housing Authority adopt the LIHTC utility allowance rates (Group A, Schedule A.1, and Chart A.2) for new construction, rehabilitation multi-family complexes and mixed finance projects in Fresno County for units developed under IRC Section 42 (LIHTC), to be effective January 1, 2019.

Fiscal Impact

The utility allowance is factored into the rent calculation formula, for the properties, therefore, there is no direct financial impact to the Agency; there may be minimal financial impact to the resident.

Background Information

The Department of Housing and Urban Development's (HUD) Office of Public and Indian Housing Authorities (PIH) and Owners of Multi-Family housing properties that receive subsidy assistance, and for which HUD provides a utility allowance, are required to review and adjust as needed their properties' utility allowances at least every year. The utility adjustment must be supported by a utility analysis. The adjustments for Low Income Public Housing and Housing Choice Voucher programs must be revised if there has been a change of 10% or more in the utility rate since the last UA schedule revision. The adjustments must be made for Multi-Family housing properties regardless of whether the utility analysis shows an increase or a decrease.

Owners of properties financed with Low Income Housing Tax Credits (LIHTC) must limit rents and incomes to no more than 60% of the Area Median Income (AMI) numbers published annually by HUD. Owners must include the cost of all resident paid utilities in the gross rent charged. To do this, they must obtain annual utility cost estimates for buildings in their LIHTC affordable housing property. Owners may obtain annual allowances from Public Housing Authorities that have jurisdiction, or in California, owners may utilize the California Utility Allowance Calculator developed by the California Energy Commission.

RESOLUTION NO. _____

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

RESOLUTION ADOPTING INTERNAL REVENUE CODE
SECTION 42 LIHTC UTILITY ALLOWANCE SCHEDULES FOR 2019

WHEREAS, projects developed under the Internal Revenue Code (IRC) Section 42, Low Income Housing Tax Credit (LIHTC) programs, similar to U.S. Department of Housing and Urban Development, United States Department of Agriculture (USDA) and several other agencies' programs, require the implementation of the utility (electric, gas, and water/sewer/garbage) allowance for use in calculating individual tenant subsidies for affordable housing; and,

WHEREAS, the annual update to the Utility Allowance (UA) schedules for LIHTC developments and site specific mixed-finance LIHTC properties that include Low Income Public Housing (LIPH); and/or Project Based Voucher (PBV) have been prepared and being adopted for implementation; and,

WHEREAS, the utility allowance schedules are made available to developers and owners, of LIHTC properties throughout Fresno County including the Housing Authority; and,

WHEREAS, due to the complexity of the data required to develop the utility allowances, the services of Nelrod Company of Fort Worth, Texas have been utilized to develop these dated August 2018;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby adopt the proposed utility allowance schedules for affordable multi-family and mixed-finance properties in the City and County of Fresno for units developed under Internal Revenue Code Section 42 (LIHTC), as prepared by the Nelrod Company.

PASSED AND ADOPTED THIS 27th DAY OF NOVEMBER 2018. 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 ADOPTING INTERNAL REVENUE CODE
SECTION 42 LIHTC UTILITY ALLOWANCE SCHEDULES FOR 2019**

WHEREAS, projects developed under the Internal Revenue Code (IRC) Section 42, Low Income Housing Tax Credit (LIHTC) programs, similar to U.S. Department of Housing and Urban Development, United States Department of Agriculture (USDA) and several other agencies' programs, require the implementation of the utility (electric, gas, and water/sewer/garbage) allowance for use in calculating individual tenant subsidies for affordable housing; and,

WHEREAS, the annual update to the Utility Allowance (UA) schedules for LIHTC developments and site specific mixed-finance LIHTC properties that include Low Income Public Housing (LIPH); and/or Project Based Voucher (PBV) have been prepared and being adopted for implementation; and,

WHEREAS, the utility allowance schedules are made available to developers and owners, of LIHTC properties throughout Fresno County including the Housing Authority; and,

WHEREAS, due to the complexity of the data required to develop the utility allowances, the services of Nelrod Company of Fort Worth, Texas have been utilized to develop these dated August 2018;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Fresno, hereby adopt the proposed utility allowance schedules for affordable multi-family and mixed-finance properties in the City and County of Fresno for units developed under Internal Revenue Code Section 42 (LIHTC), as prepared by the Nelrod Company.

PASSED AND ADOPTED THIS 27th DAY OF NOVEMBER 2018. 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

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Date (mm/dd/yyyy): 1 / 1 / 2019

Locality: Housing Authorities of the City & County of Fresno, CA		Unit Type: Multi-Family (Apartment)								
Utility or Service:	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR				
Monthly Dollar Allowances										
Heating										
a. Natural Gas (PG&E) (Includes Climate Credit)	\$12.00	\$14.00	\$16.00	\$18.00	\$20.00	\$23.00				
a. Natural Gas (SoCal Gas) (Includes Monthly Charge)	\$18.00	\$19.00	\$21.00	\$23.00	\$25.00	\$27.00				
b. Bottle Gas/Propane	\$34.00	\$39.00	\$46.00	\$50.00	\$55.00	\$60.00				
c. Electric	\$12.00	\$14.00	\$18.00	\$22.00	\$26.00	\$29.00				
d. Electric Heat Pump	\$11.00	\$12.00	\$15.00	\$17.00	\$18.00	\$20.00				
e. Oil / Other										
Cooking										
a. Natural Gas (avg)	\$3.00	\$3.00	\$5.00	\$6.00	\$8.00	\$9.00				
b. Bottle Gas/Propane	\$7.00	\$7.00	\$11.00	\$16.00	\$21.00	\$23.00				
c. Electric	\$6.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00				
Other Electric & Cooling										
Other Electric (Lights & Appliances) (Includes Climate Credit)	\$14.00	\$18.00	\$28.00	\$37.00	\$47.00	\$59.00				
Air Conditioning	\$11.00	\$13.00	\$19.00	\$24.00	\$29.00	\$34.00				
Water Heating										
a. Natural Gas (avg)	\$6.00	\$7.00	\$10.00	\$13.00	\$17.00	\$20.00				
b. Bottle Gas/Propane	\$16.00	\$18.00	\$25.00	\$32.00	\$44.00	\$50.00				
c. Electric	\$13.00	\$15.00	\$19.00	\$23.00	\$28.00	\$32.00				
d. Oil / Other										
Water, Sewer, Trash Collection										
Water	N/A	N/A	N/A	N/A	N/A	N/A				
Sewer	N/A	N/A	N/A	N/A	N/A	N/A				
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A				
Tenant-supplied Appliances										
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00				
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00				
Other--specify: Monthly Charges										
Actual Family Allowances				Utility or Service	per month cost					
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating	\$					
				Cooking	\$					
Name of Family				Other Electric	\$					
				Air Conditioning	\$					
				Water Heating	\$					
				Address of Unit				Water	\$	
								Sewer	\$	
Trash Collection	\$									
Range / Microwave	\$									
Refrigerator	\$									
Number of Bedrooms				Other	\$					
				Total	\$					



Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Date (mm/dd/yyyy): 01/01/2019

Locality: Housing Authorities of the City of County of Fresno, CA		Unit Type: Multi-Family Low-Rise (1-4 Units) (LIHTC)							
Utility or Service: Energy Efficient		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Monthly Dollar Allowances									
Heating									
a. Natural Gas	\$17.00	\$20.00	\$22.00	\$23.00	\$24.00	\$25.00	\$27.00	\$29.00	
b. Bottle Gas/Propane									
c. Electric	\$15.00	\$17.00	\$21.00	\$25.00	\$29.00	\$32.00	\$35.00	\$37.00	
d. Electric Heat Pump	\$11.00	\$13.00	\$16.00	\$17.00	\$19.00	\$21.00	\$23.00	\$25.00	
e. Oil / Other									
Cooking									
a. Natural Gas	\$2.00	\$3.00	\$4.00	\$5.00	\$6.00	\$8.00	\$9.00	\$10.00	
b. Bottle Gas/Propane									
c. Electric	\$5.00	\$5.00	\$8.00	\$10.00	\$12.00	\$15.00	\$16.00	\$17.00	
Other Electric & Cooling									
Other Electric (Lights & Appliances) <i>includes climate credit</i>	\$14.00	\$18.00	\$28.00	\$37.00	\$47.00	\$59.00	\$65.00	\$71.00	
Air Conditioning	\$10.00	\$12.00	\$17.00	\$22.00	\$27.00	\$32.00	\$34.00	\$37.00	
Water Heating									
a. Natural Gas	\$6.00	\$7.00	\$11.00	\$15.00	\$18.00	\$21.00	\$23.00	\$25.00	
b. Bottle Gas/Propane									
c. Electric	\$13.00	\$15.00	\$20.00	\$24.00	\$28.00	\$32.00	\$35.00	\$37.00	
d. Oil / Other									
Water, Sewer, Trash Collection									
Water	N/A								
Sewer									
Trash Collection									
Tenant-supplied Appliances									
Range / Microwave Tenant-supplied									
Refrigerator Tenant-supplied									
Other--specify: Monthly Charges									
Gas Charge \$-2.49 (includes climate credit)	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00
Actual Family Allowances				Utility or Service		per month cost			
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$			
				Cooking		\$			
Name of Family				Other Electric		\$			
				Air Conditioning		\$			
				Water Heating		\$			
				Water		\$			
Address of Unit				Sewer		\$			
				Trash Collection		\$			
				Range / Microwave		\$			
				Refrigerator		\$			
				Other		\$			
				Number of Bedrooms		Other		\$	
				Total		\$			



Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Date (mm/dd/yyyy): 01/01/2019

Locality: Housing Authorities of the City of County of Fresno, CA		Unit Type: Multi-Family Mid-Rise (5 or More Units) (LIHTC)							
Utility or Service: Energy Efficient		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Monthly Dollar Allowances									
Heating									
a. Natural Gas	\$11.00	\$14.00	\$16.00	\$17.00	\$19.00	\$20.00	\$22.00	\$23.00	
b. Bottle Gas/Propane									
c. Electric	\$10.00	\$12.00	\$15.00	\$18.00	\$21.00	\$24.00	\$26.00	\$28.00	
d. Electric Heat Pump	\$9.00	\$10.00	\$12.00	\$14.00	\$15.00	\$17.00	\$18.00	\$19.00	
e. Oil / Other									
Cooking									
a. Natural Gas	\$2.00	\$3.00	\$4.00	\$5.00	\$6.00	\$8.00	\$9.00	\$10.00	
b. Bottle Gas/Propane									
c. Electric	\$5.00	\$5.00	\$8.00	\$10.00	\$12.00	\$15.00	\$16.00	\$17.00	
Other Electric & Cooling									
Other Electric (Lights & Appliances) <i>includes climate credit</i>	\$11.00	\$14.00	\$21.00	\$29.00	\$37.00	\$45.00	\$49.00	\$54.00	
Air Conditioning	\$9.00	\$11.00	\$15.00	\$20.00	\$24.00	\$28.00	\$30.00	\$32.00	
Water Heating									
a. Natural Gas	\$5.00	\$6.00	\$8.00	\$11.00	\$15.00	\$17.00	\$18.00	\$19.00	
b. Bottle Gas/Propane									
c. Electric	\$11.00	\$12.00	\$16.00	\$19.00	\$23.00	\$26.00	\$28.00	\$30.00	
d. Oil / Other									
Water, Sewer, Trash Collection									
Water	N/A								
Sewer									
Trash Collection									
Tenant-supplied Appliances									
Range / Microwave Tenant-supplied									
Refrigerator Tenant-supplied									
Other--specify: Monthly Charges									
Gas Charge \$-2.49 (includes climate credit)	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00
Actual Family Allowances				Utility or Service		per month cost			
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$			
				Cooking		\$			
Name of Family				Other Electric		\$			
				Air Conditioning		\$			
				Water Heating		\$			
Address of Unit				Water		\$			
				Sewer		\$			
				Trash Collection		\$			
				Range / Microwave		\$			
				Refrigerator		\$			
				Other		\$			
Number of Bedrooms				Other		\$			
				Total		\$			





HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PROJECT-BASED VOUCHERS AT TAX CREDIT PROPERTY

PROPOSED MONTHLY UTILITY ALLOWANCES

Chart 1

UPDATE 2018

Building Type: Apartment/Multi-Family

Rio Villas (All Electric) (EE Equip: A/C,Win,HP15,Ins,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C,H,WH,C)		\$44.00	\$57.00			

A monthly average cost of the summer and winter adjustments were used for the electric costs.

A/C= Air Conditioning

L&A= Lights & Appliances

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

HP= Heat Pump

Ins= Insulation

WS= Water Saving Appliances



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PUBLIC HOUSING UNITS

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 1

UPDATE 2018

Building Type: Apartment/Multi-Family

Pacific Gardens Apartments (EE Equip: Win,Ins,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,C)		\$20.00	\$26.00	\$33.00		
Natural Gas (H,WH)		\$9.00	\$11.00	\$14.00		
Totals		\$29.00	\$37.00	\$47.00		

A monthly average cost of the summer and winter adjustments were used for the total costs.

L&A= Lights & Appliances
 H= Space Heating
 WH= Water Heating
 C= Cooking

EE Equip= Energy Efficient Equipment
 Win= Windows
 Ins= Insulation
 WS= Water Saving Appliances
 CFL= 100% Fluorescent Lighting

Note: Public Housing utility allowances are calculated similar to the method used by each utility provider. These allowances are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
NON-PUBLIC HOUSING UNITS

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 2

UPDATE 2018

Building Type: Apartment/Multi-Family

Pacific Gardens Apartments (EE Equip: Win,Ins,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C,C)		\$24.00	\$32.00	\$42.00		
Natural Gas (H,WH)		\$9.00	\$11.00	\$14.00		
Totals		\$33.00	\$43.00	\$56.00		

A monthly average cost of the summer and winter adjustments were used for the total costs.

L&A= Lights & Appliances
 A/C= Air Conditioning
 H= Space Heating
 WH= Water Heating
 C= Cooking

EE Equip= Energy Efficient Equipment
 Win= Windows
 Ins= Insulation
 WS= Water Saving Appliances
 CFL= 100% Fluorescent Lighting

Note: These utility allowances are calculated similar to the method used by each utility provider. They are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.



**HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PUBLIC HOUSING UNITS**

**PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 1**

UPDATE 2018

Building Type: Row House/Townhouse

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,WH)		\$39.00	\$52.00	\$66.00	\$80.00	
Natural Gas (H,C)		\$7.00	\$10.00	\$12.00	\$14.00	
Totals		\$46.00	\$62.00	\$78.00	\$94.00	

Building Type: Semi-Detached/Duplex

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A)				\$28.00		
Natural Gas (H,WH,C)				\$31.00		
Totals				\$59.00		

Building Type: Detached House

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A)					\$34.00	
Natural Gas (H,WH,C)					\$57.00	
Totals					\$91.00	

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs.

L&A= Lights & Appliances
H= Space Heating
WH= Water Heating
C= Cooking

EE Equip= Energy Efficient Equipment
Win= Windows

Note: These utility allowances are calculated similar to method used by each utility provider. They are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
NON-PUBLIC HOUSING UNITS

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 2

UPDATE 2018

Building Type: Row House/Townhouse

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C,WH)		\$54.00	\$74.00	\$95.00	\$115.00	
Natural Gas (H,C)		\$7.00	\$10.00	\$12.00	\$14.00	
Totals		\$61.00	\$84.00	\$107.00	\$129.00	

Building Type: Semi-Detached/Duplex

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C)				\$58.00		
Natural Gas (H,WH,C)				\$31.00		
Totals				\$89.00		

Building Type: Detached House

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C)					\$84.00	
Natural Gas (H,WH,C)					\$57.00	
Totals					\$141.00	

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs.

L&A= Lights & Appliances

EE Equip= Energy Efficient Equipment

A/C= Air Conditioning

Win= Windows

H= Space Heating

WH= Water Heating

C= Cooking

Note: These utility allowances are calculated similar to method used by each utility provider. They are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PUBLIC HOUSING UNITS

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 1

UPDATE 2018

Building Type: Apartment/Multi-Family

Kerman Acres (EE Equip: Win-V,HP,Ins,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,C)				\$33.00	\$39.00	
Natural Gas (H,WH)				\$11.00	\$11.00	
Totals				\$44.00	\$50.00	

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs.

L&A= Lights & Appliances
 H= Space Heating
 WH= Water Heating
 C= Cooking

EE Equip= Energy Efficient Equipment
 Win-V= Windows Vinyl
 HP= Heat Pump
 Ins= Insulation
 WS= Water Saving Appliances
 CFL= 100% Fluorescent Lighting

Note: Public Housing utility allowances are calculated similar to the method used by each utility provider. These allowances are not calculated by end use (like Section 8 HCV), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
NON-PUBLIC HOUSING UNITS

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 2

UPDATE 2018

Building Type: Apartment/Multi-Family

Kerman Acres (EE Equip: Win-V,HP,Ins,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C,C)				\$44.00	\$55.00	
Natural Gas (H,WH)				\$11.00	\$11.00	
Totals				\$55.00	\$66.00	

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs.

L&A= Lights & Appliances

A/C= Air Conditioning

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win-V= Windows Vinyl

HP= Heat Pump

Ins= Insulation

WS= Water Saving Appliances

CFL= 100% Fluorescent Lighting

Note: Public Housing utility allowances are calculated similar to method used by each utility provider. These allowances are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PROJECT-BASED VOUCHERS AT TAX CREDIT PROPERTY

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 1

UPDATE 2018

Building Type: Apartment/Multi-Family

Parc Grove Commons Northwest (EE Equip: Win,Ins,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C)		\$21.00	\$30.00	\$39.00	\$49.00	
Natural Gas (H,WH,C)		\$14.00	\$19.00	\$21.00	\$25.00	
Totals		\$35.00	\$49.00	\$60.00	\$74.00	

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs.

L&A= Lights & Appliances

A/C= Air Conditioning

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

WS= Water Saving Appliances

Note: Public Housing utility allowances are calculated similar to method used by each utility provider. These allowances are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PUBLIC HOUSING UNITS

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 1

UPDATE 2018

Building Type: Apartment/Multi-Family

Parc Grove Commons II (EE Equip: Win,H,WH,Ins,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A)		\$16.00	\$22.00	\$28.00	\$34.00	
Natural Gas (H,WH,C)		\$10.00	\$12.00	\$14.00	\$15.00	
Totals		\$26.00	\$34.00	\$42.00	\$49.00	

A monthly average cost of the summer and winter adjustments were used for the total costs.

L&A= Lights & Appliances

EE Equip= Energy Efficient Equipment

H= Space Heating

Win= Windows

WH= Water Heating

Ins= Insulation

C= Cooking

WS= Water Saving Appliances

Note: Public Housing utility allowances are calculated similar to the method used by each utility provider. These allowances are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
TAX CREDIT PROJECT-BASED VOUCHER UNITS

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 2

UPDATE 2018

Building Type: Apartment/Multi-Family

Parc Grove Commons II (EE Equip: Win,H,WH,Ins,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C)		\$20.00	\$28.00	\$37.00	\$45.00	
Natural Gas (H,WH,C)		\$10.00	\$12.00	\$14.00	\$15.00	
Totals		\$30.00	\$40.00	\$51.00	\$60.00	

A monthly average cost of the summer and winter adjustments were used for the total costs.

L&A= Lights & Appliances

A/C= Air Conditioning

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

WS= Water Saving Appliances

Note: These utility allowances are calculated similar to the method used by each utility provider. They are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.

**Individual Relief
Medical Equipment Allowances**

Electric Provider: Pacific Gas & Electric

Item	Hours per Day	Wattage	Monthly kWh	Energy Charge	Utility Allowance
Oxygen Concentrator	18	400	223	0.13482	\$30.00
Nebulizer	2	75	5	0.13482	\$1.00
Electric Hospital Bed	0.2	200	1	0.13482	\$1.00
Alternating Pressure Pad	24	70	52	0.13482	\$7.00
Low Air-Loss Mattress	24	120	89	0.13482	\$12.00
Power Wheelchair/Scooter	3	360	33	0.13482	\$4.00
Feeding Tube Pump	24	120	89	0.13482	\$12.00
CPAP Machine	10	30	9	0.13482	\$1.00
Leg Compression Pump	24	30	22	0.13482	\$3.00
Dialysis Machine/Equipment	2	710	44	0.13482	\$6.00

Oxygen Concentrator

Use per day varies, assume 12-14 hours a day.

The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

Nebulizer

A medicine delivery system used mostly for pediatric care.

Used 4-6 times a day for 20 minutes at a time at 75W.

Semi/Fully Electric Hospital Bed

Use depends on adjustments. 200 W.

Alternating Pressure Pad

An air-filled mattress overlay.

Used 24 hours a day for someone who is bed-ridden.

Low Air-Loss Mattress

Takes the place of mattress - air -filled pressurized mattress.

Cycles air around every 15-20 minutes.

Power Wheelchairs and Scooters

Need to be charged approximately 8 hours every 3 days.

Batteries are 120 V, 3 Amp, 360 W.

Feeding Tube Pump (Continuous Feed)

A pump delivers a constant amount of formula throughout the day or night.

CPAP Machine

Used for Sleep Apnea. Machines run only at night for people who have a tendency to stop breathing at night. At maximum pressure use is 40 Watts. On average - 30 Watts.

Leg Compression Pump

Provides intensive compression therapy. Use varies, generally from 8-24 hours daily.

Dialysis Machine/Equipment (Small/Portable)

Filters a patient's blood to remove excess water and waste products. Used 2 hours daily.



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PUBLIC HOUSING
CITY OF FRESNO

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 1

UPDATE 2018

Building Type: Semi-Detached/Duplex

Sequoia Courts, Sierra Plaza, Fairview Heights, Sequoia Courts, Sierra Terrace, Monte Vista, DeSoto II, CA-06/02,03,04,05,06,07,26						
(EE Equip: Win,WH,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)		\$38.00	\$51.00	\$61.00	\$71.00	\$82.00

Building Type: Detached House

Sierra Plaza, Sierra Terrace, HOP CA-06/03, 06, 17, 23, 25						
(EE Equip: Win,WH,Ins,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)				\$90.00	\$91.00	\$103.00

A monthly average cost of the summer and winter adjustments were used for the electric & natural gas total costs.

- | | |
|--------------------------|--------------------------------------|
| L&A= Lights & Appliances | EE Equip= Energy Efficient Equipment |
| H= Space Heating | Win= Windows |
| WH= Water Heating | Ins= Insulation |
| C= Cooking | WS= Water Saving Appliances |
| | CFL= 100% Fluorescent Lighting |



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PUBLIC HOUSING
COUNTY OF FRESNO

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 2

UPDATE 2018

Building Type: Row House/Townhouse & Semi-Detached/Duplex

<i>Sunset Terrace, Cazares Terrace I, Helsem Terrace, Mendoza Terrace I, Taylor Terrace, Marcelli Terrace, Mendoza Terrace II, Cazares Terrace II, Del Rey, Firebaugh Elderly, Laton Apartments, San Joaquin, Biola Apartments, Huron Apartments, Pinedale Apartments II, Cardella Courts, Pinedale Apartments, Wedgewood Commons, DeSoto Gardens</i> <i>CA-28/03,06,07,08,10,11,12,13,18,19,20,21,22,23,24,30,33</i>						
(EE Equip: Win,H,Ins,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)	\$37.00	\$39.00	\$52.00	\$62.00	\$73.00	\$83.00

Building Type: Detached House

<i>Mendoza Terrace II, Cazares Terrace II, Sunset Terrace, Del Rey, Laton Apartments, San Joaquin Apartments, Pinedale Apartments II, Pinedale Apartments, HOP</i> <i>CA-28/12,13,17,18,20,28,34 21,24,32</i>						
(EE Equip: Win,H,Ins,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)				\$95.00	\$100.00	\$116.00

A monthly average cost of the summer and winter adjustments were used for the electric & natural gas total costs.

L&A= Lights & Appliances
 H= Space Heating
 WH= Water Heating
 C= Cooking

EE Equip= Energy Efficient Equipment
 Win= Windows
 Ins= Insulation
 WS= Water Saving Appliances
 CFL= 100% Fluorescent Lighting

Individual Relief Medical Equipment Allowances

Electric Provider: Pacific Gas & Electric

Item	Hours per Day	Wattage	Monthly kWh	Energy Charge	Utility Allowance
Oxygen Concentrator	18	400	219	0.13482	\$30.00
Nebulizer	2	75	5	0.13482	\$1.00
Electric Hospital Bed	0.2	200	1	0.13482	\$1.00
Alternating Pressure Pad	24	70	51	0.13482	\$7.00
Low Air-Loss Mattress	24	120	88	0.13482	\$12.00
Power Wheelchair/Scooter	3	360	33	0.13482	\$4.00
CPAP Machine	10	30	9	0.13482	\$1.00

Oxygen Concentrator

Use per day varies, assume 12-14 hours a day.

The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

Nebulizer

A medicine delivery system used mostly for pediatric care.

Used 4-6 times a day for 20 minutes at a time at 75W.

Semi/Fully Electric Hospital Bed

Use depends on adjustments. 200 W.

Alternating Pressure Pad

An air-filled mattress overlay.

Used 24 hours a day for someone who is bed-ridden.

Low Air-Loss Mattress

Takes the place of mattress - air -filled pressurized mattress.

Cycles air around every 15-20 minutes.

Power Wheelchairs and Scooters

Need to be charged approximately 8 hours every 3 days.

Batteries are 120 V, 3 Amp, 360 W.

CPAP Machine

Used for Sleep Apnea. Machines run only at night for people who have a tendency to stop breathing at night. At maximum pressure use is 40 Watts. On average - 30 Watts.

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Date (mm/dd/yyyy): 1 / 1 / 2019													
Locality: Housing Authorities of the City & County of Fresno, CA	Unit Type: Multi-Family (Apartment)												
Utility or Service:	<table border="1"> <tr> <th>0 BR</th> <th>1 BR</th> <th>2 BR</th> <th>3 BR</th> <th>4 BR</th> <th>5 BR</th> </tr> <tr> <td colspan="6" style="text-align: center;">Monthly Dollar Allowances</td> </tr> </table>	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Monthly Dollar Allowances					
0 BR	1 BR	2 BR	3 BR	4 BR	5 BR								
Monthly Dollar Allowances													
Heating													
a. Natural Gas (PG&E) (Includes Climate Credit)	\$12.00 \$14.00 \$16.00 \$18.00 \$20.00 \$23.00												
a. Natural Gas (SoCal Gas) (Includes Monthly Charge)	\$18.00 \$19.00 \$21.00 \$23.00 \$25.00 \$27.00												
b. Bottle Gas/Propane	\$34.00 \$39.00 \$46.00 \$50.00 \$55.00 \$60.00												
c. Electric	\$12.00 \$14.00 \$18.00 \$22.00 \$26.00 \$29.00												
d. Electric Heat Pump	\$11.00 \$12.00 \$15.00 \$17.00 \$18.00 \$20.00												
e. Oil / Other													
Cooking													
a. Natural Gas (avg)	\$3.00 \$3.00 \$5.00 \$6.00 \$8.00 \$9.00												
b. Bottle Gas/Propane	\$7.00 \$7.00 \$11.00 \$16.00 \$21.00 \$23.00												
c. Electric	\$6.00 \$6.00 \$9.00 \$12.00 \$15.00 \$18.00												
Other Electric & Cooling													
Other Electric (Lights & Appliances) (Includes Climate Credit)	\$14.00 \$18.00 \$28.00 \$37.00 \$47.00 \$59.00												
Air Conditioning	\$11.00 \$13.00 \$19.00 \$24.00 \$29.00 \$34.00												
Water Heating													
a. Natural Gas (avg)	\$6.00 \$7.00 \$10.00 \$13.00 \$17.00 \$20.00												
b. Bottle Gas/Propane	\$16.00 \$18.00 \$25.00 \$32.00 \$44.00 \$50.00												
c. Electric	\$13.00 \$15.00 \$19.00 \$23.00 \$28.00 \$32.00												
d. Oil / Other													
Water, Sewer, Trash Collection													
Water	N/A N/A N/A N/A N/A N/A												
Sewer	N/A N/A N/A N/A N/A N/A												
Trash Collection	N/A N/A N/A N/A N/A N/A												
Tenant-supplied Appliances													
Range / Microwave Tenant-supplied	\$11.00 \$11.00 \$11.00 \$11.00 \$11.00 \$11.00												
Refrigerator Tenant-supplied	\$12.00 \$12.00 \$12.00 \$12.00 \$12.00 \$12.00												
Other--specify: Monthly Charges													
Actual Family Allowances													
To be used by the family to compute allowance. Complete below for the actual unit rented.	Utility or Service	per month cost											
	Heating	\$											
Name of Family	Cooking	\$											
	Other Electric	\$											
	Air Conditioning	\$											
	Water Heating	\$											
	Water	\$											
Address of Unit	Sewer	\$											
	Trash Collection	\$											
	Range / Microwave	\$											
	Refrigerator	\$											
	Other	\$											
	Other	\$											
Number of Bedrooms	Other	\$											
	Total	\$											



Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Date (mm/dd/yyyy): 1 / 1 / 2019													
Locality: Housing Authorities of the City & County of Fresno, CA	Unit Type: Single-Family (Detached House)												
Utility or Service:	<table border="1"> <tr> <th>0 BR</th> <th>1 BR</th> <th>2 BR</th> <th>3 BR</th> <th>4 BR</th> <th>5 BR</th> </tr> <tr> <td colspan="6" style="text-align: center;">Monthly Dollar Allowances</td> </tr> </table>	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Monthly Dollar Allowances					
0 BR	1 BR	2 BR	3 BR	4 BR	5 BR								
Monthly Dollar Allowances													
Heating													
a. Natural Gas (PG&E) (Includes Climate Credit)	\$18.00 \$22.00 \$25.00 \$27.00 \$30.00 \$33.00												
a. Natural Gas (SoCal Gas) (Includes Monthly Charge)	\$23.00 \$26.00 \$29.00 \$31.00 \$34.00 \$37.00												
b. Bottle Gas/Propane	\$50.00 \$57.00 \$64.00 \$71.00 \$78.00 \$85.00												
c. Electric	\$25.00 \$30.00 \$34.00 \$38.00 \$42.00 \$47.00												
d. Electric Heat Pump	\$15.00 \$18.00 \$21.00 \$24.00 \$26.00 \$29.00												
e. Oil / Other													
Cooking													
a. Natural Gas (avg)	\$3.00 \$3.00 \$5.00 \$6.00 \$8.00 \$9.00												
b. Bottle Gas/Propane	\$7.00 \$7.00 \$11.00 \$16.00 \$21.00 \$23.00												
c. Electric	\$6.00 \$6.00 \$9.00 \$12.00 \$15.00 \$18.00												
Other Electric & Cooling													
Other Electric (Lights & Appliances) (Includes Climate Credit)	\$24.00 \$29.00 \$43.00 \$60.00 \$79.00 \$98.00												
Air Conditioning	\$9.00 \$10.00 \$23.00 \$36.00 \$49.00 \$62.00												
Water Heating													
a. Natural Gas (avg)	\$8.00 \$9.00 \$13.00 \$17.00 \$21.00 \$25.00												
b. Bottle Gas/Propane	\$21.00 \$23.00 \$32.00 \$44.00 \$53.00 \$62.00												
c. Electric	\$16.00 \$19.00 \$24.00 \$29.00 \$34.00 \$40.00												
d. Oil / Other													
Water, Sewer, Trash Collection													
Water	N/A N/A N/A N/A N/A N/A												
Sewer	N/A N/A N/A N/A N/A N/A												
Trash Collection	N/A N/A N/A N/A N/A N/A												
Tenant-supplied Appliances													
Range / Microwave Tenant-supplied	\$11.00 \$11.00 \$11.00 \$11.00 \$11.00 \$11.00												
Refrigerator Tenant-supplied	\$12.00 \$12.00 \$12.00 \$12.00 \$12.00 \$12.00												
Other--specify: Monthly Charges													
Actual Family Allowances													
To be used by the family to compute allowance. Complete below for the actual unit rented.	Utility or Service	per month cost											
	Heating	\$											
Name of Family	Cooking	\$											
	Other Electric	\$											
	Air Conditioning	\$											
	Water Heating	\$											
	Water	\$											
Address of Unit	Sewer	\$											
	Trash Collection	\$											
	Range / Microwave	\$											
	Refrigerator	\$											
	Other	\$											
	Number of Bedrooms	Other	\$										
	Total	\$											



Reasonable Accommodation Medical Equipment Allowances

Electric Provider: Pacific Gas & Electric

Item	Hours per Day	Wattage	Monthly kWh	Energy Charge	Utility Allowance
Oxygen Concentrator	18	400	223	0.13482	\$30.00
Nebulizer	2	75	5	0.13482	\$1.00
Electric Hospital Bed	0.2	200	1	0.13482	\$1.00
Alternating Pressure Pad	24	70	52	0.13482	\$7.00
Low Air-Loss Mattress	24	120	89	0.13482	\$12.00
Power Wheelchair/Scooter	3	360	33	0.13482	\$4.00
Feeding Tube Pump	24	120	89	0.13482	\$12.00
CPAP Machine	10	30	9	0.13482	\$1.00
Leg Compression Pump	24	30	22	0.13482	\$3.00
Dialysis Machine/Equipment	2	710	44	0.13482	\$6.00

Oxygen Concentrator

Use per day varies, assume 12-14 hours a day. The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

Nebulizer

A medicine delivery system used mostly for pediatric care. Used 4-6 times a day for 20 minutes at a time at 75W.

Semi/Fully Electric Hospital Bed

Use depends on adjustments. 200 W.

Alternating Pressure Pad

An air-filled mattress overlay. Used 24 hours a day for someone who is bed-ridden.

Low Air-Loss Mattress

Takes the place of mattress - air -filled pressurized mattress. Cycles air around every 15-20 minutes.

Power Wheelchairs and Scooters

Need to be charged approximately 8 hours every 3 days. Batteries are 120 V, 3 Amp, 360 W.

Feeding Tube Pump (Continuous Feed)

A pump delivers a constant amount of formula throughout the day or night.

CPAP Machine

For Sleep Apnea. Runs only at night for people who have a tendency to stop breathing at night. At maximum pressure use is 40 Watts. On average - 30 Watts

Leg Compression Pump

Provides intensive compression therapy. Use varies, generally from 8-24 hours daily.

Dialysis Machine/Equipment (Small/Portable)

Filters a patient's blood to remove excess water and waste products. Used 2 hours daily.

Apartment (Multi-Family)		0			1			2			
		9/2017	9/2018	Difference	9/2017	9/2018	Difference	9/2017	9/2018	Difference	
		Utility or Service									
Heating	a	Natural Gas (average)	\$13	\$14	\$1	\$14	\$16	\$2	\$16	\$18	\$2
	b	Bottle Gas/Propane	\$28	\$34	\$6	\$32	\$39	\$7	\$38	\$46	\$8
	c	Electric	\$12	\$12	\$0	\$14	\$14	\$0	\$17	\$18	\$1
	d	Electric Heat Pump	\$10	\$11	\$1	\$12	\$12	\$0	\$14	\$15	\$1
	e	Oil/Other	-	-	-	-	-	-	-	-	-
Cooking	a	Natural Gas (average)	\$3	\$3	\$0	\$3	\$3	\$0	\$4	\$5	\$1
	b	Bottle Gas/Propane	\$6	\$7	\$1	\$6	\$7	\$1	\$9	\$11	\$2
	c	Electric	\$5	\$6	\$1	\$6	\$6	\$0	\$9	\$9	\$0
Other Electric (Climate Credit, Lights, & Appliances)		\$17	\$14	(\$3)	\$20	\$18	(\$2)	\$29	\$28	(\$1)	
Air Conditioning		\$11	\$11	\$0	\$13	\$13	\$0	\$17	\$19	\$2	
Water Heating	a	Natural Gas	\$5	\$6	\$1	\$6	\$7	\$1	\$9	\$10	\$1
	b	Bottle Gas/Propane	\$13	\$16	\$3	\$15	\$18	\$3	\$21	\$25	\$4
	c	Electric	\$12	\$13	\$1	\$14	\$15	\$1	\$18	\$19	\$1
	d	Oil/Other	-	-	-	-	-	-	-	-	-
Range / Microwave Tenant-purchasing/leasing		\$12	\$11	(\$1)	\$12	\$11	(\$1)	\$12	\$11	(\$1)	
Refrigerator Tenant-purchasing/leasing		\$13	\$12	(\$1)	\$13	\$12	(\$1)	\$13	\$12	(\$1)	
Other Specify:		CA Climate Credit (rounded)	(\$3)	(\$2)	\$0	(\$2)	\$0	(\$3)	(\$2)	\$0	
		SoCal Gas Fee (rounded)	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0

Apartment (Multi-Family)														
3			4			5			6			7		
9/2017	9/2018	Difference	9/2017	9/2018	Difference	9/2017	9/2018	Difference	9/2017	9/2018	Difference	9/2017	9/2018	Difference
\$18	\$20	\$2	\$20	\$22	\$2	\$21	\$24	\$3	\$23	\$26	\$3	\$25	\$28	\$3
\$42	\$50	\$8	\$45	\$55	\$10	\$49	\$60	\$11	\$53	\$64	\$11	\$59	\$71	\$12
\$21	\$22	\$1	\$24	\$26	\$2	\$28	\$29	\$1	\$30	\$32	\$2	\$32	\$34	\$2
\$16	\$17	\$1	\$17	\$18	\$1	\$19	\$20	\$1	\$21	\$22	\$1	\$22	\$23	\$1
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$5	\$6	\$1	\$7	\$8	\$1	\$8	\$9	\$1	\$9	\$10	\$1	\$10	\$11	\$1
\$13	\$16	\$3	\$17	\$21	\$4	\$19	\$23	\$4	\$21	\$25	\$4	\$23	\$27	\$4
\$12	\$12	\$0	\$14	\$15	\$1	\$17	\$18	\$1	\$18	\$20	\$2	\$20	\$21	\$1
\$38	\$37	(\$1)	\$47	\$47	\$0	\$59	\$59	\$0	\$65	\$65	\$0	\$71	\$71	\$0
\$22	\$24	\$2	\$27	\$29	\$2	\$32	\$34	\$2	\$35	\$37	\$2	\$37	\$39	\$2
\$12	\$13	\$1	\$15	\$17	\$2	\$18	\$20	\$2	\$20	\$22	\$2	\$21	\$24	\$3
\$26	\$32	\$6	\$36	\$44	\$8	\$42	\$50	\$8	\$45	\$55	\$10	\$49	\$60	\$11
\$22	\$23	\$1	\$26	\$28	\$2	\$30	\$32	\$2	\$32	\$34	\$2	\$34	\$37	\$3
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$12	\$11	(\$1)	\$12	\$11	(\$1)	\$12	\$11	(\$1)	\$12	\$11	(\$1)	\$12	\$11	(\$1)
\$13	\$12	(\$1)	\$13	\$12	(\$1)	\$13	\$12	(\$1)	\$13	\$12	(\$1)	\$13	\$12	(\$1)
(\$3)	(\$2)	\$0	(\$3)	(\$2)	\$0	(\$3)	(\$2)	\$0	(\$3)	(\$2)	\$0	(\$3)	(\$2)	\$0
\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0

Detached House (Single-Family)												
Utility or Service	0			1			2					
	9/2017	9/2018	Difference	9/2017	9/2018	Difference	9/2017	9/2018	Difference			
Heating												
a Natural Gas (average)	\$18	\$20	\$2	\$21	\$23	\$2	\$23	\$26	\$3			
b Bottle Gas/Propane	\$42	\$50	\$8	\$47	\$57	\$10	\$53	\$64	\$11			
c Electric	\$24	\$25	\$1	\$28	\$30	\$2	\$32	\$34	\$2			
d Electric Heat Pump	\$14	\$15	\$1	\$17	\$18	\$1	\$20	\$21	\$1			
e Oil/Other	-	-	-	-	-	-	-	-	-			
Cooking												
a Natural Gas (average)	\$3	\$3	\$0	\$3	\$3	\$0	\$4	\$5	\$1			
b Bottle Gas/Propane	\$6	\$7	\$1	\$6	\$7	\$1	\$9	\$11	\$2			
c Electric	\$5	\$6	\$1	\$6	\$6	\$0	\$9	\$9	\$0			
Other Electric (Climate Credit, Lights, & Appliances)	\$26	\$24	(\$2)	\$31	\$29	(\$2)	\$44	\$43	(\$1)			
Air Conditioning	\$8	\$9	\$1	\$10	\$10	\$0	\$22	\$23	\$1			
Water Heating												
a Natural Gas	\$7	\$8	\$1	\$8	\$9	\$1	\$12	\$13	\$1			
b Bottle Gas/Propane	\$17	\$21	\$4	\$19	\$23	\$4	\$26	\$32	\$6			
c Electric	\$15	\$16	\$1	\$18	\$19	\$1	\$23	\$24	\$1			
d Oil/Other	-	-	-	-	-	-	-	-	-			
Range / Microwave Tenant-purchasing/leasing	\$12	\$11	(\$1)	\$12	\$11	(\$1)	\$12	\$11	(\$1)			
Refrigerator Tenant-purchasing/leasing	\$13	\$12	(\$1)	\$13	\$12	(\$1)	\$13	\$12	(\$1)			
Other Specify:	(\$3)	(\$2)	\$0	(\$3)	(\$2)	\$0	(\$3)	(\$2)	\$0			
SoCal Gas Fee	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0			

Detached House (Single-Family)														
3			4			5			6			7		
9/2017	9/2018	Difference	9/2017	9/2018	Difference	9/2017	9/2018	Difference	9/2017	9/2018	Difference	9/2017	9/2018	Difference
\$25	\$28	\$3	\$28	\$31	\$3	\$30	\$34	\$4	\$33	\$37	\$4	\$36	\$40	\$4
\$59	\$71	\$12	\$64	\$78	\$14	\$70	\$85	\$15	\$76	\$92	\$16	\$83	\$101	\$18
\$36	\$38	\$2	\$40	\$42	\$2	\$44	\$47	\$3	\$49	\$52	\$3	\$54	\$57	\$3
\$22	\$24	\$2	\$25	\$26	\$1	\$27	\$29	\$2	\$29	\$31	\$2	\$31	\$33	\$2
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$5	\$6	\$1	\$7	\$8	\$1	\$8	\$9	\$1	\$9	\$10	\$1	\$10	\$11	\$1
\$13	\$16	\$3	\$17	\$21	\$4	\$19	\$23	\$4	\$21	\$25	\$4	\$23	\$27	\$4
\$12	\$12	\$0	\$14	\$15	\$1	\$17	\$18	\$1	\$18	\$20	\$2	\$20	\$21	\$1
\$60	\$60	\$0	\$78	\$79	\$1	\$97	\$98	\$1	\$106	\$107	\$1	\$115	\$117	\$2
\$34	\$36	\$2	\$46	\$49	\$3	\$59	\$62	\$3	\$64	\$68	\$4	\$70	\$74	\$4
\$15	\$17	\$2	\$19	\$21	\$2	\$22	\$25	\$3	\$24	\$27	\$3	\$26	\$29	\$3
\$36	\$44	\$8	\$43	\$53	\$10	\$51	\$62	\$11	\$55	\$66	\$11	\$60	\$73	\$13
\$27	\$29	\$2	\$32	\$34	\$2	\$37	\$40	\$3	\$40	\$43	\$3	\$43	\$46	\$3
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$12	\$11	(\$1)	\$12	\$11	(\$1)	\$12	\$11	(\$1)	\$12	\$11	(\$1)	\$12	\$11	(\$1)
\$13	\$12	(\$1)	\$13	\$12	(\$1)	\$13	\$12	(\$1)	\$13	\$12	(\$1)	\$13	\$12	(\$1)
(\$3)	(\$2)	\$0	(\$3)	(\$2)	\$0	(\$3)	(\$2)	\$0	(\$3)	(\$2)	\$0	(\$3)	(\$2)	\$0
\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0

Comparison of Previous and Current Utility Rates**Section 8 HCV Program****HOUSING AUTHORITIES OF
THE CITY & COUNTY OF FRESNO, CA****NOTE: Rates in bold print indicate changes and gray print indicates removal.**(We use the absolute value of the changes which gives us the percentage of change.
This is the best way to determine a 10% change in utility rates and charges.)**ELECTRIC****UPDATE 2018**

Pacific Gas & Electric (EL-1 CARE) Description	Measurement	Rates		Difference	
		11/2017	8/2018	Amount	Percent
California Climate Credit*	per month	-\$2.90	-\$6.57	-\$3.67	-127%
Tier-1 Total Energy Charges (baseline)	per kwh	0.12672	0.13482	0.00810	6%
Tier-2 Total Energy Charges (101%-400%)	per kwh	0.17290	0.17796	0.00506	3%
				Total % of Change	136%

Territory R, Baseline quantities did not change.

Summer: May - Oct, baseline 0-484 (15.6), Winter: Nov - Apr, baseline 0-341 (11)

*Semi-annual climate credit changed from \$17.40 to \$39.42.

NATURAL GAS

Pacific Gas & Electric (G-1 CARE) Description	Measurement	Rates		Difference	
		11/2017	8/2018	Amount	Percent
California Climate Credit*	per month		-\$2.49	-\$2.49	Added
Tier-1 Total Energy Charges (baseline)	per therm	1.05097	1.04336	-0.00761	-1%
Tier-2 Total Energy Charges (excess)	per therm	1.47608	1.49187	0.01579	1%
				Total % of Change	2%

Territory R, Baseline quantities did not change.

Summer: Apr - Oct, baseline 0-14 (.46), Winter: Nov - Mar, baseline 0-56 (1.79)

*Annual climate credit of \$29.85.

Southern California Gas (CARE GR) Description	Measurement	Rates		Difference	
		11/2017	8/2018	Amount	Percent
Total Monthly Charges	per month	\$4.08	\$4.08	\$0.00	0%
Tier-1 Total Energy Charges (baseline)	per therm	0.73908	0.95998	0.22090	30%
Tier-2 Total Energy Charges. (excess)	per therm	1.00174	1.22296	0.22122	22%
				Total % of Change	52%

Climate Zone 2, Baseline quantities did not change.

Summer: May - Oct, baseline 0-15 (.473), Winter: Nov - Apr, baseline 0-57 (1.823)

BOTTLE GAS/PROPANE

Suburban Propane Description	Measurement	Rates		Difference	
		11/2017	8/2018	Amount	Percent
Fuel Rate	per gallon	\$1.89	\$2.29	\$0.40	21%

Multi-Family Utility Comparison

Locality	Utility	Fiscal Year 2018	Fiscal Year 2019	Percent Change
Biola	Water	\$35.00	\$35.00	
	Trash	\$20.29	\$20.29	
	Sewer	\$43.90	\$43.90	
Total		\$99.19	\$99.19	0%
Caruthers	Water	\$40.00	\$40.00	
	Trash	\$48.24	\$48.24	
	Sewer	\$35.00	\$35.00	
Total		\$123.24	\$123.24	0%
Clovis	Water	\$30.76	\$31.72	
	Trash	\$68.82	\$70.46	
	Sewer	\$57.66	\$58.94	
Total		\$157.24	\$161.12	2%
Coalinga	Water	\$44.01	\$44.01	
	Trash	\$26.76	\$29.06	
	Sewer	\$15.68	\$15.68	
Total		\$86.45	\$88.75	3%
Del Rey	Water	\$16.73	\$16.73	
	Trash	\$18.88	\$19.80	
	Sewer	\$42.47	\$42.47	
Total		\$78.08	\$79.00	1%
Firebaugh	Water	\$24.11	\$24.11	
	Trash	\$23.77	\$24.62	
	Sewer	\$49.95	\$49.95	
Total		\$97.83	\$98.68	1%
Fowler	Water	\$18.24	\$19.24	
	Trash	\$27.82	\$28.98	
	Sewer	\$32.64	\$36.57	
Total		\$78.70	\$84.79	8%
Fresno	Water	\$32.00	\$41.20	
	Trash	\$32.98	\$32.98	
	Sewer	\$25.81	\$25.75	
Total		\$90.79	\$99.93	10%
Friant	Water	\$50.00	\$50.00	
	Trash	\$49.80	\$51.90	
	Sewer	\$0.00	\$0.00	
Total		\$99.80	\$101.90	2%
Huron	Water	\$31.22	\$64.63	
	Trash	\$23.90	\$20.36	
	Sewer	\$26.00	\$26.00	
Total		\$81.12	\$110.99	37%
Kerman	Water	\$29.77	\$24.67	
	Trash	\$18.50	\$19.35	
	Sewer	\$19.89	\$19.89	
Total		\$68.16	\$63.91	-6%
Kingsburg	Water	\$36.80	\$33.88	
	Trash	\$34.30	\$34.30	
	Sewer	\$32.14	\$35.24	
Total		\$103.24	\$103.42	0%

Multi-Family Utility Comparison

Locality	Utility	Fiscal Year 2018	Fiscal Year 2019	Percent Change
Laton	Water	\$37.09	\$37.09	
	Trash	\$19.63	\$20.20	
	Sewer	\$41.00	\$41.00	
Total		\$97.72	\$98.29	1%
Mendota	Water	\$49.40	\$53.74	
	Trash	\$16.60	\$16.60	
	Sewer	\$37.00	\$37.00	
Total		\$103.00	\$107.34	4%
Orange Cove	Water	\$36.50	\$51.56	
	Trash	\$21.03	\$21.03	
	Sewer	\$24.20	\$29.33	
Total		\$81.73	\$101.92	25%
Parlier	Water	\$30.70	\$30.70	
	Trash	\$21.86	\$21.86	
	Sewer	\$27.50	\$28.00	
Total		\$80.06	\$80.56	1%
Pinedale	Water	\$23.84	\$23.84	
	Trash	\$27.08	\$27.08	
	Sewer	\$25.75	\$25.75	
Total		\$76.67	\$76.67	0%
Raisin City	Water	\$50.17	\$50.17	
	Trash	\$40.75	\$40.75	
	Sewer	\$15.68	\$15.68	
Total		\$106.60	\$106.60	0%
Reedley	Water	\$46.38	\$42.25	
	Trash	\$27.65	\$29.03	
	Sewer	\$44.98	\$69.28	
Total		\$119.01	\$140.56	18%
Riverdale	Water	\$43.40	\$43.40	
	Trash	\$12.79	\$13.26	
	Sewer	\$39.00	\$39.00	
Total		\$95.19	\$95.66	0%
San Joaquin	Water	\$44.93	\$44.93	
	Trash	\$13.45	\$13.45	
	Sewer	\$37.68	\$37.68	
Total		\$96.06	\$96.06	0%
Sanger	Water	\$34.63	\$34.63	
	Trash	\$27.57	\$27.57	
	Sewer	\$35.88	\$39.86	
Total		\$98.08	\$102.06	4%
Selma	Water	\$63.94	\$64.60	
	Trash	\$30.64	\$30.64	
	Sewer	\$33.48	\$37.65	
Total		\$128.06	\$132.89	4%
Squaw Valley	Water	\$0.00	\$0.00	
	Trash	\$50.71	\$50.90	
	Sewer	\$0.00	\$0.00	
Total		\$50.71	\$50.90	0%

Single-Family Utility Comparison

Locality	Utility	Fiscal Year	Fiscal Year	Percent Change
		2018	2019	
Biola	Water	\$35.00	\$35.00	
	Trash	\$20.29	\$20.29	
	Sewer	\$43.90	\$43.90	
Total		\$99.19	\$99.19	0%
Caruthers	Water	\$40.00	\$40.00	
	Trash	\$48.24	\$48.24	
	Sewer	\$35.00	\$35.00	
Total		\$123.24	\$123.24	0%
Clovis	Water	\$30.76	\$31.72	
	Trash	\$68.82	\$70.46	
	Sewer	\$57.66	\$58.94	
Total		\$157.24	\$161.12	2%
Coalinga	Water	\$44.01	\$44.01	
	Trash	\$26.76	\$29.06	
	Sewer	\$15.68	\$15.68	
Total		\$86.45	\$88.75	3%
Del Rey	Water	\$16.73	\$16.73	
	Trash	\$18.88	\$19.80	
	Sewer	\$42.47	\$42.47	
Total		\$78.08	\$79.00	1%
Firebaugh	Water	\$25.48	\$25.48	
	Trash	\$23.77	\$24.62	
	Sewer	\$49.95	\$49.95	
Total		\$99.20	\$100.05	1%
Fowler	Water	\$18.24	\$19.24	
	Trash	\$27.82	\$28.98	
	Sewer	\$32.64	\$36.57	
Total		\$78.70	\$84.79	8%
Fresno	Water	\$32.00	\$41.20	
	Trash	\$32.98	\$32.98	
	Sewer	\$25.81	\$25.75	
Total		\$90.79	\$99.93	10%
Friant	Water	\$50.00	\$50.00	
	Trash	\$49.80	\$51.90	
	Sewer	\$0.00	\$0.00	
Total		\$99.80	\$101.90	2%
Huron	Water	\$31.22	\$54.84	
	Trash	\$23.90	\$20.36	
	Sewer	\$26.00	\$26.00	
Total		\$81.12	\$101.20	25%
Kerman	Water	\$29.77	\$24.67	
	Trash	\$18.93	\$19.78	
	Sewer	\$31.61	\$31.61	
Total		\$80.31	\$76.06	-5%
Kingsburg	Water	\$32.25	\$33.88	
	Trash	\$34.30	\$36.80	
	Sewer	\$32.14	\$35.24	
Total		\$98.69	\$105.92	7%

Single-Family Utility Comparison

Locality	Utility	Fiscal Year	Fiscal Year	Percent Change
		2018	2019	
Laton	Water	\$37.09	\$37.09	
	Trash	\$19.63	\$20.20	
	Sewer	\$41.00	\$41.00	
Total		\$97.72	\$98.29	1%
Mendota	Water	\$49.40	\$53.74	
	Trash	\$16.60	\$16.60	
	Sewer	\$37.00	\$37.00	
Total		\$103.00	\$107.34	4%
Orange Cove	Water	\$36.50	\$40.51	
	Trash	\$21.03	\$21.03	
	Sewer	\$24.20	\$29.33	
Total		\$81.73	\$90.87	11%
Parlier	Water	\$30.70	\$30.70	
	Trash	\$21.86	\$21.86	
	Sewer	\$27.50	\$28.00	
Total		\$80.06	\$80.56	1%
Pinedale	Water	\$23.84	\$23.84	
	Trash	\$27.08	\$27.08	
	Sewer	\$25.75	\$25.75	
Total		\$76.67	\$76.67	0%
Raisin City	Water	\$50.17	\$50.17	
	Trash	\$40.75	\$40.75	
	Sewer	\$15.68	\$15.68	
Total		\$106.60	\$106.60	0%
Reedley	Water	\$46.38	\$42.25	
	Trash	\$33.54	\$35.21	
	Sewer	\$50.54	\$48.95	
Total		\$130.46	\$126.41	-3%
Riverdale	Water	\$43.40	\$43.40	
	Trash	\$12.79	\$13.26	
	Sewer	\$39.00	\$39.00	
Total		\$95.19	\$95.66	0%
San Joaquin	Water	\$44.93	\$44.93	
	Trash	\$13.45	\$13.45	
	Sewer	\$37.68	\$37.68	
Total		\$96.06	\$96.06	0%
Sanger	Water	\$31.37	\$31.37	
	Trash	\$27.57	\$27.57	
	Sewer	\$35.88	\$39.86	
Total		\$94.82	\$98.80	4%
Selma	Water	\$63.94	\$64.60	
	Trash	\$30.64	\$30.64	
	Sewer	\$33.48	\$37.65	
Total		\$128.06	\$132.89	4%
Squaw Valley	Water	\$0.00	\$0.00	
	Trash	\$50.71	\$50.90	
	Sewer	\$0.00	\$0.00	
Total		\$50.71	\$50.90	0%

Mendota RAD, Mendota CA Multifamily - RAD (Project-Based Rental Assistance) MONTHLY UTILITY ALLOWANCES (AVERAGED)						
Based on Actual Historical Cost/usage (2016-2017) Baseline and HUD's California Utility Allowance Factors						
Updated 9/2018						
Building Type: Semi-Detached/Duplex						
Properties	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Rios Terrace I		\$ 61	\$ 66	\$ 74	\$ 105	
Rios Terrace II		\$ 38	\$ 62	\$ 86	\$ 95	
Mendota Apartments	\$ 29	\$ 54				
Mendota Apartments			\$ 75			
E & NG Average Totals						
	\$ 29	\$ 51	\$ 68	\$ 80	\$ 100	
Building Type: Detached House						
Properties	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Rios Terrace II					\$ 110.00	\$ 129
Mendota Apartments				\$ 105	\$ 116	
E & NG Average Totals						
				\$ 105	\$ 113	\$ 129

Factors are based on HUD's research of state-wide averages.
 UAF obtained from Multifamily Utility Allowance Factors
<https://www.huduser.gov/portal/datasets/muaf.html>
 FY 2018 UAFs - Table effective February 11, 2018

Orange Cove RAD, Orange Cove CA Multifamily - RAD (Project-Based Rental Assistance) MONTHLY UTILITY ALLOWANCES (AVERAGED)				
Based on Actual Historical Cost/usage (2016-2017) Baseline and HUD's California Utility Allowance Factors				
Updated 9/2018				
Building Type: Semi-Detached/Duplex				
Properties	1 BR	2 BR	3 BR	4 BR
Kuffel Terrace I	\$ 58	\$ 66	\$ 72	\$ 113
Kuffel Terrace II		\$ 73		\$ 126
Kuffel Terrace North	\$ 30			
Mountain View Apartments (SD/D)		\$ 61		
Mountain View Apartments (Row)		\$ 62	\$ 72	\$ 102
E & NG Average Totals	\$ 44	\$ 66	\$ 72	\$ 114
Detached/House	1 BR	2 BR	3 BR	4 BR
Kuffel Terrace North			\$ 111	\$ 113
Mountain View Apartment				\$ 99
E & NG Average Totals			\$ 111	\$ 106
Factors are based on HUD's research if state-wide averages. UAF obtained from Multifamily Utility Allowance Factors https://www.huduser.gov/portal/datasets/muaf.html FY 2018 UAFs - Table effective February 11, 2018				

Southeast Fresno RAD, Fresno CA Multifamily - RAD (Project-Based Rental Assistance) MONTHLY UTILITY ALLOWANCES (AVERAGED)						
Based on Actual Historical Cost/usage (2016-2017) Baseline and HUD's California Utility Allowance Factors						
Updated 9/2018						
Building Type: Semi-Detached/Duplex						
Properties	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Cedar Courts I	\$ 62	\$ 83	\$ 90	\$ 122	\$ 133	\$ 188
Cedar Courts II	\$ 58	\$ 61	\$ 91	\$ 134	\$ 182	
Inyo Terrace		\$ 61				
E & NG Average Totals	\$ 60	\$ 68	\$ 90	\$ 128	\$ 157	\$ 188

Factors are based on HUD's research of state-wide averages.

UAF obtained from Multifamily Utility Allowance Factors

<https://www.huduser.gov/portal/datasets/mauf.html>

FY 2018 UAFs - Table effective February 11, 2018



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO
Trailside Terrace, Reedley, CA

PROJECT-BASED RENTAL ASSISTANCE

PROPOSED MONTHLY UTILITY ALLOWANCES

Based on Actual Historical Cost (2017-2018)

Building Type: Apartment/Multi-Family

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C,H,WH,C)		\$35.00	\$62.00	\$94.00		

L&A= Lights & Appliances
 A/C= Air Conditioning
 H= Space Heating
 WH= Water Heating
 C= Cooking

EE Equip= Energy Efficient Equipment
 HP= Heat Pump

*Proposed allowances were rounded to the nearest dollar.



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
Shockley Terrace, Selma, CA

RAD PROJECT-BASED RENTAL ASSISTANCE

PROPOSED MONTHLY UTILITY ALLOWANCES

Based on Actual Historical Cost (2017-2018)

Building Type: Apartment/Multi-Family

Utility Type	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A, A/C , H, WH, C)		\$50.00	\$75.00	\$120.00	\$115.00	

L&A= Lights & Appliances

A/C= Air Conditioning

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

HP= Heat Pump

*Proposed allowances were rounded to the nearest dollar.

BOARD MEMO

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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: November 19, 2018

BOARD MEETING: Nov. 27, 2018

AGENDA ITEM: 6a

AUTHOR: Emily De La Guerra

SUBJECT: Update on the Agency's 2019 Budget and Goal Development Process

Executive Summary

The purpose of this memo is to update the Boards of Commissioners on the Agency's 2019 goal and budget development process. Included in the Board Packet is a second draft of the 2019 Agency Operating Budget and Strategic Goals, which includes feedback from the September and October Board Meetings.

Staff will be presenting additional information at the Boards of Commissioners meeting with information pertaining to the general budgetary context within which the Agency operates, including federal funding levels, overall expenditure levels, and other factors that have influenced budgeting decisions and priorities including the 2019-2020 Strategic Goals.

Recommendation

This item is informational only. No action is necessary.

**Fresno Housing Authority
Operating Budget**

	2018 Budget							2019 Budget							2019 to 2018 Variance	
	Core	Instrumentalities	Planning & Development	Assisted Housing	Housing Management	UP	2018 Budget	Core	Instrumentalities	Planning & Development	Assisted Housing	Housing Management	UP	2019 Budget	\$ Variance	%Variance
NET TENANT INCOME	-	-	-	-	5,935,766	2,300,350	8,236,116	-	-	-	-	5,035,876	2,122,034	7,157,909	(1,078,207)	-14%
TOTAL INTEREST INCOME	7,000	866,667	-	-	17	-	873,684	8,000	1,713,000	-	-	-	-	1,721,000	847,316	91%
TOTAL OTHER INCOME	808,000	177,299	20,000	710,822	14,014	43,000	1,773,135	841,393	1,350,000	120,000	810,857	8,796	32,400	3,163,446	1,390,311	56%
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,441,439	300,000	-	-	-	-	8,741,439	8,358,311	80,000	-	200,000	-	-	8,638,311	(103,128)	-1%
TOTAL DEVELOPER FEE INCOME	-	-	4,979,660	-	-	-	4,979,660	-	-	5,019,639	-	-	-	5,019,639	39,979	1%
TOTAL HUD GRANT INCOME	-	-	-	9,491,065	4,916,293	-	14,407,358	-	-	-	11,726,888	4,048,018	-	15,774,907	1,367,549	10%
TOTAL OTHER GRANT INCOME	-	-	-	1,354,390	1,000,338	36,420	2,391,148	-	-	-	488,174	555,418	-	1,043,592	(1,347,556)	-43%
TOTAL INCOME	9,256,439	1,343,966	4,999,660	11,556,277	11,866,428	2,379,770	41,402,540	9,207,704	3,143,000	5,139,639	13,225,920	9,648,108	2,154,434	42,518,804	1,116,264	3%
TOTAL PAYROLL EXPENSES	7,135,977	-	1,285,953	6,891,221	3,026,970	330,528	18,670,649	7,152,806	-	1,606,243	7,963,318	2,500,722	251,938	19,475,028	804,379	5%
TOTAL ADMINISTRATIVE EXPENSES	3,445,759	237,825	1,583,998	4,741,805	2,169,865	213,403	12,392,655	3,000,084	322,150	1,416,803	4,559,845	1,745,329	173,944	11,218,155	(1,174,500)	-9%
TOTAL TENANT SERVICES EXPENSES	50,000	-	-	899,843	335,581	5,250	1,290,674	51,000	-	5,000	2,617,630	346,758	5,850	3,026,238	1,735,564	98%
TOTAL UTILITY EXPENSES	173,427	-	-	-	1,882,686	270,410	2,326,523	147,044	-	-	76,295	1,739,707	212,567	2,175,613	(150,910)	-7%
TOTAL MAINTENANCE EXPENSES	404,862	25,000	3,000	44,354	1,922,431	351,490	2,751,137	458,580	-	9,000	69,899	1,941,841	345,336	2,824,655	73,518	3%
TOTAL TAXES & INSURANCE EXPENSES	23,720	8,900	1,000	7,900	460,962	40,101	542,583	42,926	8,900	6,600	7,451	341,957	37,137	444,971	(97,612)	-22%
TOTAL EXPENSES	11,233,745	271,725	2,873,951	12,585,123	9,798,495	1,211,182	37,974,221	10,852,441	331,050	3,043,646	15,294,438	8,616,313	1,026,772	39,164,659	1,190,438	3%
NET OPERATING INCOME	(1,977,306)	1,072,241	2,125,709	(1,028,846)	2,067,933	1,168,588	3,428,319	(1,644,736)	2,811,950	2,095,993	(2,068,518)	1,031,795	1,127,661	3,354,145	(74,174)	-2%
TOTAL NON-OPERATING EXPENSES	-	500	-	120,000	1,226,954	609,633	1,957,087	-	-	-	-	805,527	607,784	1,413,311	(543,776)	-31%
NET INCOME	(1,977,306)	1,071,741	2,125,709	(1,148,846)	840,979	558,955	1,471,232	(1,644,736)	2,811,950	2,095,993	(2,068,518)	226,268	519,877	1,940,834	469,602	23%
UNRESTRICTED NET INCOME	(1,977,306)	-	2,125,709	(1,148,846)	-	558,955	(441,488)	(1,644,736)	-	2,095,993	(2,068,518)	-	519,877	(1,097,384)	(655,896)	204%

BOARD MEMO

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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: November 15, 2018

BOARD MEETING: November 27, 2018

AGENDA ITEM: 6b

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

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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 

CEO/Executive Director

DATE: November 15, 2018

BOARD MEETING: Nov. 27, 2018

AGENDA ITEM: 7a

AUTHOR: Scott Berry

SUBJECT: Approval of an HRFC Loan Commitment of up to \$500,000 for
Pre-Development Funds for Parlier Orchard Apartments
(cont'd from October 23, 2018)

Executive Summary

At the September 25, 2018 Board Meeting, the Boards approved accepting an award of 9% Low-Income Housing Tax Credits (LIHTC) from the California Tax Credit Allocation Committee (CTCAC) for the Parlier Orchard Apartments development. On October 9, 2018, the Fresno Housing Authority (FH) submitted an executed Preliminary Reservation Letter to CTCAC accepting the award. The deadline to close on financing and begin construction is April 1, 2019.

As part of the next steps in the pre-development process, financing is necessary for costs that will be incurred prior to financial closing. Pre-development expenses will include a variety of costs related to the Parlier Orchard Apartments development, such as the cost of environmental reports, appraisals, architectural fees, TCAC application fees, etc. Although we have financing commitments for permanent and construction financing, funds are not made available until all diligence is complete and the close of financing occurs in March 2019. At the financial closing, the FH pre-development expenses will be fully paid.

At this time, it is requested that the Boards of Commissioners approve an interim pre-development loan of up to \$500,000 from the Housing Relinquished Fund Corporation to be repaid from construction sources.

Fiscal Impact

Staff is requesting a pre-development loan commitment of up to \$500,000 from the Housing Relinquished Fund Corporation sufficient to cover pre-development expenses associated with the rehabilitation and redevelopment of the Parlier Orchard Apartments. Loan funds disbursed will be repaid at financial closing from construction sources. The pre-development loan will carry 5% interest.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the attached resolution authorizing a pre-development loan commitment of up to \$500,000 from the Housing Relinquished Fund Corporation for expenses incurred in the pre-development phase of the Parlier

Orchard Apartments project 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.

Background

The Parlier Orchard Apartments development aligns with the Boards' strategic priority of converting FH's real estate portfolio into new and/or rehabilitated affordable housing complexes. Parlier Orchard Apartments is an existing multi-family residential USDA Farm Labor development consisting of 40 affordable housing units on approximately 3.29 acres located at 295 S. Newmark Avenue, Fresno, California. The site was constructed in 1987 and consists of 13 buildings. FH is proposing a rehabilitation project that will include several amenities and secure new long-term financing. These upgrades include but are not limited to flooring, carpeting, cabinetry, doors, lighting, bathroom and kitchen fixtures, dishwashers, heating/cooling, and roofing upgrades. As part of FH's efforts to achieve greater energy efficiency within our communities, all appliance upgrades will comply with current energy standards. The development would include a mix of two-to-four bedroom units and would have affordability levels ranging from 30% to 80% of the area median income.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION TO APPROVE A PRE-DEVELOPMENT LOAN COMMITMENT OF UP TO
\$500,000 FROM THE HOUSING RELINQUISHED FUND CORPORATION
FOR PRE DEVELOPMENT EXPENSES RELATED TO THE PARLIER ORCHARD
APARTMENTS PROJECT**

WHEREAS, the Housing Authority of the City of Fresno (HACF), California seeks to expand the availability of affordable rental housing and homeownership opportunities to low income persons within the City of Fresno; and

WHEREAS, a to be formed limited partnership, (LP) is being created for the purposes of developing and owning the Parlier Orchard Apartments complex; and

WHEREAS, HACF will be the administrative general partner and Silvercrest, Inc. will be the managing general partner of said LP; and

WHEREAS, HACF is requesting a pre-development loan commitment of up to \$500,000 from the Housing Relinquished Fund Corporation for pre-development expenses related to the Parlier Orchard Apartments project; and

WHEREAS, the pre-development loan is expected to be fully paid at the financial closing and carry 5% simple interest on the outstanding balance; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby authorize a Housing Relinquished Fund Corporation loan commitment in the amount of up to \$500,000 for pre-development expenses related to the Parlier Orchard Apartments project and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute the all related documents.

PASSED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2018. 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

RESOLUTION TO APPROVE A PRE-DEVELOPMENT LOAN COMMITMENT OF UP TO \$500,000 FROM THE HOUSING RELINQUISHED FUND CORPORATION FOR PRE DEVELOPMENT EXPENSES RELATED TO THE PARLIER ORCHARD APARTMENTS PROJECT

WHEREAS, the Housing Authority of Fresno County (HAFC), California seeks to expand the availability of affordable rental housing and homeownership opportunities to low income persons within Fresno County; and

WHEREAS, a to be formed limited partnership, (LP) is being created for the purposes of developing and owning the Parlier Orchard Apartments complex; and

WHEREAS, HAFC will be the administrative general partner and Silvercrest, Inc. will be the managing general partner of said LP; and

WHEREAS, HAFC is requesting pre-development a loan commitment of up to \$500,000 from the Housing Relinquished Fund Corporation for pre-development expenses related to the Parlier Orchard Apartments project; and

WHEREAS, the pre-development loan is expected to be fully paid at the financial closing and carry 5% simple interest on the outstanding balance; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize a Housing Relinquished Fund Corporation loan commitment in the amount of up to \$500,000 for pre-development expenses related to the Parlier Orchard Apartments project and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute the all related documents.

PASSED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2018. 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: November 15, 2018

BOARD MEETING: Nov. 27, 2018

AGENDA ITEM: 7b

AUTHOR: Brandon Gonzalez

SUBJECT: Approval of an HRFC Loan Commitment of Up To \$500,000 for
Pre-Development Funds for Mariposa Meadows
(cont'd from October 23, 2018)

Executive Summary

At the September 25, 2018 Board Meeting, the Boards approved accepting an award of 9% Low-Income Housing Tax Credits (LIHTC) from the California Tax Credit Allocation Committee (CTCAC) for the Mariposa Meadows development. On October 9, 2018, the Fresno Housing Authority (FH) submitted an executed Preliminary Reservation Letter to CTCAC accepting the award. The deadline to close on financing and begin construction is March 18, 2019.

As part of the next steps in the pre-development process, financing is necessary for costs that will be incurred prior to financial closing. Pre-development expenses will include a variety of costs related to the Mariposa Meadows development, such as the cost of environmental reports, appraisals, architectural fees, TCAC application fees, etc. Although we have financing commitments for permanent and construction financing, funds are not made available until all diligence is complete and the close of financing occurs in March 2019. At the financial closing, the FH pre-development expenses will be fully paid.

At this time, it is requested that the Board of Commissioners approve an interim pre-development loan of up to \$500,000 from the Housing Relinquished Fund Corporation to be repaid from construction sources.

Fiscal Impact

Staff is requesting a pre-development loan commitment of up to \$500,000 from the Housing Relinquished Fund Corporation sufficient to cover pre-development expenses associated with the rehabilitation and redevelopment of the Mariposa Meadows Farm Labor complex. Loan funds disbursed will be repaid at financial closing from construction sources. The pre-development loan will carry 5% interest.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the attached resolution authorizing a pre-development loan commitment of up to \$500,000 from the Housing Relinquished Fund

Corporation for expenses incurred in the pre-development phase of the Mariposa Meadows project 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.

Background

Mariposa Meadows is an existing multi-family residential USDA Farm Labor development consisting of 40 affordable housing units on approximately 5.39 acres located at 1011 W. Atchison Avenue, Fresno, California. The site was constructed in 1991 and consists of 20 duplex buildings and 1 Common Area/Laundry Facility Building. FH is proposing a rehabilitation project that will include several amenities and secure new long-term financing. These upgrades include but are not limited to flooring, windows, carpeting, cabinetry, doors, lighting, bathroom and kitchen fixtures, dishwashers, heating/cooling, and roofing upgrades. As part of FH's efforts to achieve greater energy efficiency within our communities, all appliance upgrades will comply with current energy standards. The development would include a mix of two-to-five bedroom units and would have affordability levels ranging from 30% to 80% of the area median income.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION TO APPROVE A PRE-DEVELOPMENT LOAN COMMITMENT OF UP TO
\$500,000 FROM THE HOUSING RELINQUISHED FUND CORPORATION
FOR PRE DEVELOPMENT EXPENSES RELATED TO THE MARIPOSA MEADOWS
PROJECT**

WHEREAS, the Housing Authority of the City of Fresno (HACF), California seeks to expand the availability of affordable rental housing and homeownership opportunities to low income persons within the City of Fresno; and

WHEREAS, a to be formed limited partnership, (LP) is being created for the purposes of developing and owning the Mariposa Meadows complex; and

WHEREAS, HACF will be an administrative general partner and Silvercrest, Inc. will be the managing general partner of said LP; and

WHEREAS, HACF is requesting a pre-development loan commitment of up to \$500,000 from the Housing Relinquished Fund Corporation for pre-development expenses related to the Mariposa Meadows project; and

WHEREAS, the pre-development loan is expected to be fully paid at the financial closing and carry 5% simple interest on the outstanding balance; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby authorize a Housing Relinquished Fund Corporation loan commitment in the amount of up to \$500,000 for pre-development expenses related to the Mariposa Meadows project and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute the all related documents.

PASSED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2018. 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

RESOLUTION TO APPROVE A PRE-DEVELOPMENT LOAN COMMITMENT OF UP TO \$500,000 FROM THE HOUSING RELINQUISHED FUND CORPORATION FOR PRE DEVELOPMENT EXPENSES RELATED TO THE MARIPOSA MEADOWS PROJECT

WHEREAS, the Housing Authority of Fresno County (HAFC), California seeks to expand the availability of affordable rental housing and homeownership opportunities to low income persons within Fresno County; and

WHEREAS, a to be formed limited partnership, (LP) is being created for the purposes of developing and owning the Mariposa Meadows complex; and

WHEREAS, HAFC will be an administrative general partner and Silvercrest, Inc. will be the managing general partner of said LP; and

WHEREAS, HAFC is requesting a pre-development loan commitment of up to \$500,000 from the Housing Relinquished Fund Corporation for pre-development expenses related to the Mariposa Meadows project; and

WHEREAS, the pre-development loan is expected to be fully paid at the financial closing and carry 5% simple interest on the outstanding balance; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize a Housing Relinquished Fund Corporation loan commitment in the amount of up to \$500,000 for pre-development expenses related to the Mariposa Meadows project and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute the all related documents.

PASSED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2018. 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: November 15, 2018

BOARD MEETING: Nov. 27, 2018

AGENDA ITEM: 7c

AUTHOR: Scott Berry

SUBJECT: Approval to enter into a Conditional Purchase and Sale Agreement
with the City of Huron for Vacant Land (APN: 075-330-02T)
(cont'd from October 23, 2018)

Summary

At the May 23, 2018 Board meeting, staff presented the Boards with a potential mixed-use land development opportunity in the City of Huron. The City of Huron is interested in partnering with the Fresno Housing Authority (FH) to develop a vacant parcel of land within their city due to the quality of the Agency's recent real estate developments in other jurisdictions across the County, like Kingsburg and Reedley. Developing said land also advances the Agency's strategic goals of creating local partnerships within the county, and adding to the supply of quality affordable housing through the construction of new units in underserved rural areas. Both the City of Huron and FH believe that this potential new development has the opportunity to revitalize a portion of the City while providing high quality affordable housing for the area's residents.

The Board approved acceptance of a deed transfer of the property from the Successor Agency to the Redevelopment Agency for the City of Huron and authorized Staff to negotiate the terms of a Development Agreement with the Successor Agency. Though the parcel is comprised of 9.68 acres, discussions are in reference to the northernmost 6 acres of the property. A city park is planned for the balance of the property.

The outcome of the negotiations with the Successor Agency is a proposed Conditional Purchase and Sale Agreement ("Agreement") for the property. The terms of the Agreement include: a reduction in impact fees from the City of Huron, the intention to develop 50-80 units of housing, as well as an intention to include commercial space that may be utilized by the City of Huron for administrative/public purposes. The Agreement is in reference to the land and would cost the Agency \$1 to acquire, and the Lease Agreement is in reference to the City of Huron leasing the development's anticipated commercial space for \$1 a year. The City would be responsible for paying any/all operation costs associated with the leased space. The purchase of the property would be subject to financing and other due diligence including a satisfactory review under the California Environmental Quality Act and the National Environmental Policy

Act. As the scope of the project is further defined and additional due diligence is completed, staff will return to the Boards for any additional approvals related to the proposed development. The development will be contingent upon many approvals including an allocation of Low-Income Housing Tax Credits.

Fiscal Impact

The purchase price for the parcel is one dollar (\$1.00). Professional fees for performing pre-development activities and reports will be allocated to the approved pre-development budget. A financial commitment request will be presented to the Board following a more developed financing plan.

Recommendation

It is recommended that the Board of Commissioners approve FH to enter into a Conditional Purchase and Sale Agreement with the City of Huron to acquire for \$1.00 and develop vacant land (APN 075-330-02T), and authorize Preston Prince, Executive Director/CEO, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate said agreement.

Background

Fresno Housing is partnering with the City of Huron to develop a mixed-use property in the downtown area of Huron that will consist of affordable, multi-family units and 2,500-3,500 square feet of commercial space that could be leased by the local municipality for civic space. FH currently owns and manages 64 units of public housing elsewhere in Huron (between Cazares, Cazares II, and Huron Apartments); however, said units were constructed several decades ago and are in need of substantial repair. In combination with this development opportunity, FH is exploring the possibility of utilizing HUD's RAD Program to allow residents of the current public housing site to transfer their assistance to the newly-constructed site and the subsequent repositioning of the current public housing in Huron. FH has used the Transfer of Assistance concept in several other developments throughout the county to provide residents with more options and facilitate the redevelopment of the housing.

Attachment: Conditional Purchase and Sale Agreement

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION AUTHORIZING APPROVAL TO ENTER INTO A CONDITIONAL
PURCHASE AND SALE AGREEMENT WITH THE CITY OF HURON FOR VACANT
LAND (APN: 075-330-02T)**

WHEREAS, the Housing Authority of Fresno County, California (the “Agency”) seeks to expand the availability of affordable rental housing and homeownership opportunities to low income persons within Fresno County; and

WHEREAS, the Agency desires to support housing opportunities for low and moderate income households within a variety of neighborhoods; and

WHEREAS, Agency staff has been in discussion with the City of Huron to acquire and develop vacant land (APN: 075-330-02T) in the City of Huron; and

WHEREAS, the proposed development would likely include 50-80 units of affordable housing and an approximately 2,500-3,500 sq.ft. commercial/civic space; and

WHEREAS, it is proposed that the Agency would buy the vacant land for one dollar (\$1.00) from the City of Huron; and

WHEREAS, the City of Huron would lease the commercial/civic space of the proposed development from the Agency for one dollar a year and pay all operational expenses associated with the commercial space; and

WHEREAS, the development of the land will be contingent upon the Agency receiving development, environmental, and financing approvals including an allocation of Low Income Housing Tax Credits and other funding sources;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California do hereby approve entering into a Conditional Purchase

and Sale Agreement with the City of Huron for vacant land (APN 075-033-02T), and further authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to execute all related documents.

PASSED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2018. 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: November 15, 2018

BOARD MEETING: Nov 27, 2018

AGENDA ITEM: 7d

AUTHOR: Angie Nguyen

SUBJECT: Boys & Girls Clubs of Fresno Agreement 2019

Executive Summary

Fresno Housing (FH) and Boys & Girls Clubs of Fresno County (B&GC) has had a long partnership in provision of educational, social, recreational and character building services to youth and their families in public housing. B&GC currently provides after-school programming and youth development services in or near the following FH County residential communities: Del Rey, Firebaugh, Huron, Mendota, Orange Cove, Parlier, Pinedale, Reedley and Sanger. In the City, B&GC in East, West, Central and South Fresno, including Clovis are available for services to youth and their families.

FH allocates financial support to B&GC to support activities made available to FH public housing youth and families. Beginning in 2017, FH worked collaboratively with B&GC to create Work Plan Agreements; detailing performance expectations of B&GC activities and participation of FH youth and families. Activities are in the realms of Education, Wage Progression and Health and Wellness. At the October 2018 Board of Commissioners meeting, B&GC staff presented outcomes of their efforts, where results were, for the most part, either close to or above stated goals.

Similar Work Plans will be completed by January 1, 2019 and reflect the Boards' direction to include more impactful outcomes.

The information provided below includes both the Fresno Housing Authority commitments and the agreements with the Limited Partnerships (LPs). The LP commitments are not part of the overall agency budget, however, the information is included to provide a full scope of contracted services to the B&GC.

Funding

The following table outlines the two (2) proposed FY2019 agreements directly between the Fresno Housing Authority and Boys & Girls Clubs of Fresno County.

Contract	Budget	Change from 2018
City	\$57,173	-\$12,550
County	\$187,347	-\$29,581
TOTAL	\$244,520	-\$42,131

The following table outlines the seven (7) FY2019 agreements directly between the Limited Partnerships and Boys & Girls Clubs of Fresno County.

Contract	Budget
Mendota RAD	\$9,500
Orange Cove RAD	\$15,960
Southeast Fresno RAD	\$11,000
Viking Village RAD	\$5,700
Yosemite Village, LP	\$12,550
Blossom Trail, LP	\$13,558
Oak Grove, LP	\$16,023
TOTAL	\$84,291

As shown, funding for the County contract was reduced by \$29,581; from the City contract \$12,550. Analysis of data provided by the B&GC and our current resources determined that reductions were necessary and attributable to the changes in our housing portfolio and associated financial resources. Two properties in the County and one in the City no longer have access to the public housing operating funds which previously supported the B&GC contracts. The newly established Limited Partnerships (LPs) associated with those properties has committed to provide some financial compensation to B&GC from its corresponding FY2019 budget to reduce financial impact to our partner. You will see this shift listed under the LP commitments.

Sources of Funding

County LIPH Operating Funds and/or Reserves	City LIPH Operating Funds and/or Reserves	Limited Partnerships
Del Rey	Sequoia Courts	Orange Cove, RAD, LP
Huron	Sequoia Courts Terrace	Mendota RAD, LP
Pinedale	Fairview Heights Terrace	Viking Village RAD, LP
Reedley	Sierra Plaza	Southeast Fresno RAD, LP
Firebaugh	DeSoto Gardens	Blossom Trail, LP
Sanger		Oak Grove, LP
		Yosemite Village, LP

Recommendation

It is recommended the Board of Commissioners of the Housing Authority of the City of Fresno and the Board of Commissioners of the Housing Authority of Fresno County adopt the attached resolutions authorizing (a) execution of Service Agreements between FH and B&GC for the amounts noted above for 2019. Said agreements will include but not be limited to operating terms of January 1, 2019 to December 31, 2019 and work plans with goals and outcomes aligning to FH priorities of Education, Wage Progression and Health and Wellness.

Fiscal Impact

Low Income Housing Program Operating Funds and Limited Partnerships as stated above support the contracted amounts.

Background Information

B&GC is a well-respected nonprofit in the Fresno community providing the promotion of youth excellence in education and citizenship and prevention of risky behaviors; FH has enjoyed a long partnership with the organization. Nationally B&GC have found success in their National Youth Outcomes Initiative, based on the philosophy that a positive Club experience leads to academic success, good character and citizenship and healthy lifestyles. Locally, B&GC follows this model with similar successful outcomes. FH and B&GC staff will complete work Plan Agreements for 2019 by January 1, 2019; with the goal of increasing FH youth and family participation and increasing opportunities for partnership with school districts.

RESOLUTION NO. _____

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

BOYS AND GIRLS CLUB OF FRESNO SERVICE AGREEMENT

WHEREAS, the Housing Authority of the City of Fresno enters into agreement with Boys and Girls Clubs of Fresno for social, educational, recreational and prevention program services to residents with emphasis on Education, Wage Progress and Health and Wellness; and,

WHEREAS, Boys and Girls Clubs of Fresno will deliver services to residents in Sequoia Courts, Sequoia Courts Terrace, Sierra Plaza, Fairview Heights and DeSoto Gardens; and,

WHEREAS, Housing Authority of the City of Fresno will compensate Boys and Girls Clubs of Fresno upon submission of invoice and report of such services up to the amount of \$57,173 for the operating period of January 1, 2019 to December 31, 2019.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, do hereby authorize the Executive Director or his designee, to negotiate and execute a service agreement, its applicable amendments, and other ancillary documents in connection to said agreement.

PASSED AND ADOPTED THIS 27th DAY OF November, 2018. 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

BOYS AND GIRLS CLUB OF FRESNO SERVICE AGREEMENT

WHEREAS, the Housing Authority of Fresno County enters into agreement with Boys and Girls Clubs of Fresno for social, educational, recreational and prevention program services to residents with emphasis on Education, Wage Progress and Health and Wellness; and,

WHEREAS, Boys and Girls Clubs of Fresno will deliver services to residents in Del Rey, Firebaugh, Huron, Parlier, Pinedale, Reedley and Sanger; and,

WHEREAS, Housing Authority of Fresno County will compensate Boys and Girls Clubs of Fresno upon submission of invoice and report of such services up to the amount of \$187,347 for the operating period of January 1, 2019 to December 31, 2019.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, do hereby authorize the Executive Director or his designee, to negotiate and execute a service agreement, its applicable amendments, and other ancillary documents in connection to said agreement.

PASSED AND ADOPTED THIS 27th DAY OF November, 2018. 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

INTRODUCTION

This contract by and between the Housing Authority of the City of Fresno (hereinafter “the Agency”), and **Boys and Girls Club of Fresno**, (hereinafter “the Contractor”) is hereby entered into this **1st day of January, 2019**.

Services pursuant to this contract shall begin on **the 1st day of January 2019, and shall end on the 31st day of December, 2019**, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term “herein” is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions.

- 1.1 **Fresno Housing Authority or Housing Authority of the City of Fresno (“the Agency”).** Any reference herein or within any Appendix to the “Fresno Housing Authority” or “Housing Authority of the City of Fresno” shall be interpreted to mean the same as the Agency.
- 1.2 **Contracting Officer (CO).** The Agency’s Contracting Officer, typically the Executive Director, but may be another person delegated such authority by the ED.
- 1.3 **Executive Director (ED).** The Agency’s Executive Director/Chief Executive Officer.

2.0 Services and Payment.

- 2.1 **Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein. Said services shall be provided on the dates and times determined in collaboration by the Agency and the Contractor at the designated locations. The Contractor agrees to perform social, educational, recreational, and prevention program services for the residents of the following properties within the City of Fresno: Sequoia Courts, Sierra Plaza, Fairview Heights Terrace, Sequoia Courts Terrace, and DeSoto Gardens.

The Contractor shall perform services in a satisfactory and proper manner, and activities shall be carried out in group settings. Group size(s) shall be consistent with the adequate of number of residents needed to maximize benefit. Residents shall have access to extended learning opportunities to help them improve or maintain academic proficiency, prevent summer learning loss, and work through other social-emotional barriers that may impact their academic performance or behaviors. The Contractor will also provide opportunities to learn assertiveness techniques, resistance strategies, problem solving, decision-making skills, and stress reduction. Opportunities for parents or other adult caregivers will be included in group activities and invited to influence the overall direction of these activities.

The Contractor agrees to have ongoing efforts to recruit young people living in the above-mentioned housing units to participate in Club programming and activities. One full-time outreach coordinator and two half-time special program assistants will be employed in Southwest and Southeast Fresno City to facilitate activities for youth, serve as Contractor Liaison to the Agency, coordinate resident recruitment for participation, and evaluate effectiveness of programming. As needed, the Contractor will provide transportation for youth members identified by the Agency that are unable to attend club activities due to transportation barriers.

Contractor will maintain weekly records containing descriptions of activities, events, and attendance by location. Identifying information such as address and other demographics will be collected by the Contractor and made available to the Agency to ensure that resident youth are being served. Adjustments to the contract may result if the funding is not proportionate to the attendance and participation.

2.2 Cost/Value of Services.

2.2.1 Contract Value. The total Not-To-Exceed (NTE) value of this contract is:

\$57,173

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

2.2.2 The Contractor shall be reimbursed for services delivered to youth engaged in Club activities within the City of Fresno. Activities offered to youth will have a key focus in Education, Health and Wellness, and/or Wage Progression (Employment Skills). Efforts will be made to align activities with community initiatives and the Agency's Resident Services Goals. These Goals and Metrics will be provided on a work plan and periodic reviews will be scheduled to re-evaluate targets and objectives. Services rendered will be briefly summarized and attached to monthly invoices. The Chief of Staff will be copied on all reports.

2.3 Renewal Options. This contract is initially executed for the period of one (1) year with the option, at the Agency's discretion and upon the availability of funding, of additional one-year option periods, with a five-percent (5%) decrease in funding upon renewal, unless the parties agree otherwise.

2.4 Time Performance. The Contractor will complete each assigned task as assigned by the Agency to reach benchmark goals and meet budget guidelines.

2.5 Billing Method.

2.5.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

Fresno Housing Authority
Mary Caggianelli, Assistant Manager – Resident Services
Attention: Housing Programs Department
1331 Fulton Mall, Fresno, California 93721

2.5.2 At a minimum, the invoice shall detail the following information:

2.5.2.1 Unique invoice number;

2.5.2.2 Contractor's name, address and telephone number;

2.5.2.3 Date of invoice and/or billing period;

2.5.2.4 Brief description of services rendered, including applicable time frame, total hours and activities being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);

2.5.2.5 Total dollar amount being billed.

2.5.3 The Agency will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 **Agency’s Obligations.** Pursuant to this contract, the Agency agrees to provide the specific services detailed herein and also shall be responsible for the following:

3.1 The Agency agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior written approval of an authorized Agency representative.

4.0 **Contractor’s Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

4.1 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor’s personnel.

4.2 **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term “qualified personnel” shall mean those personnel and volunteers that have been investigated, tested and trained to carry out the activities described within this contract and as provided by the Contractor during the Contractor’s normal conduct of business.

4.3 **Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.

4.4 Confidentiality. The Contractor, in connection with performing services hereunder, will have access to or may be provided certain confidential information concerning the Agency and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Agency or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the Agency or any client or potential client of the Agency at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Independent Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Independent Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Agency. The Agency will have the right to enforce this Contract by specific performance, as well as hold the Independent Contractor liable for any damages caused by any disclosure of any Confidential Information whether intentional or inadvertent. The Independent Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound all of its terms and conditions. This Contract will be binding on the Independent Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

4.5 Insurance Requirements.

4.5.1 Insurances. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.5.1.1 General Liability Insurance. Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The Agency shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

4.5.1.2 Professional Liability Insurance. Policy of Professional Liability Insurance or Errors & Omissions coverage,

minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$1,000;

4.5.1.3 Automobile Liability Insurance. Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.

4.5.1.4 Worker's Compensation Insurance. Worker's compensation coverage evidencing carrier and coverage amount.

4.5.1.5 Certificates and Endorsements. The Contractor shall provide to the Agency with current certificate(s) and endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s) and endorsement(s) shall be delivered to the following person representing the Agency:

Fresno Housing Authority

Attn: Jeremy Matthews, Business Operations Analyst
1331 Fulton Mall, Fresno, California 93721

4.6 Licensing. The Contractor shall also provide to the Agency a copy of the required local Business Tax License or non-profit status. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.7 Financial Viability and Regulatory Compliance.

4.7.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

4.7.2 The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Agency in writing within five (5) days of such notification received will constitute a material breach of this contract.

4.7.3 The Contractor further agrees to promptly disclose to the Agency any significant changes that impact its operations that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any significant changes within five (5) days of said actions shall constitute a material breach of this contract.

4.7.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to the Agency within the time periods required herein.

5.0 Modification. This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

6.0 Severability. The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws.

7.1 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

7.2 Jurisdiction of Law. The laws of the State of California shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in

conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Fresno County, California is the appropriate forum for any action relating to this contract. This contract may be signed in counterparts.

8.0 Notices and Reports.

8.1 All notices and/or reports submitted to the Agency by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person(s) representing the Agency:

Fresno Housing Authority
Attn: Angie Nguyen, Chief of Staff;
Jeremy Matthews, Business Operations Analyst and;
Mary Caggianelli, Assistant Manager – Resident Services
1331 Fulton Mall, Fresno, California 93721

8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

Boys and Girls Club of Fresno
Attn: Diane Carbray, Executive Director/CFO
540 N. Augusta, Fresno, California 93701

9.0 Disputed Billings (Charges).

9.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I— (With or without Maintenance Work)*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The Agency's representative shall, within ten (10) days after the Agency's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the contractor’s response, within ten (10) days after such notification is given, the CO and the contractor’s representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the contractor’s representative are unable to resolve the dispute through such discussion within ten (10) days, the Agency shall, within ten (10) days thereafter, either:

9.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of California;

9.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of California;

9.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of California.

9.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the Agency, the Agency shall pay the Agency’s receipt of the decision. If the decision is in favor of the Agency, the contractor will either:

9.1.4.1 Clear the amount which is ordered from the Agency account; or

9.1.4.2 Repay to the Agency the amount ordered;

Either option shall be completed within ten (10) days after the contractor’s receipt of the arbitrator’s decision.

10.0 Binding Arbitration/Dispute Resolution. Any and all (material and non-material) disputes or controversies between the parties hereto involving either: (1) the construction or application of any of the terms, covenants or conditions of this Agreement or (2) otherwise arising in any respect with regard to this Agreement, or (3) relating to, arising out of, or resulting from either this Agreement, the performance of this Agreement, or the lack of performance of this Agreement, and/or (4) in any other manner relating to or involving this Agreement, shall not be litigated in any federal or

state court or before any state, federal or administrative agency, but rather shall upon written request of one party served on the other be submitted and shall be solely and exclusively resolved by “final and binding” arbitration before a neutral retired Judge, which arbitration shall comply with and be governed by the provisions of the California Arbitration Act (CCP §§1280, et seq.) This Arbitration Agreement constitutes a waiver of any right to a jury trial; and it also waives any right to proceed before any federal or state court or any federal or state administrative agency with regard to the disputes resolution. Said waivers are agreed to because the parties hereto prefer neutral and binding arbitration over any other means of dispute resolution. The neutral (retired Judge) arbitrator shall be mutually agreed upon by the parties; if such an Agreement is not promptly forthcoming, then the retired Judge to serve as arbitrator shall be selected by the Superior Court in accordance with the California Arbitration Act. The Arbitration hearing shall be conducted before a Certified Court Reporter and shall take place in the County of Fresno unless otherwise agreed by both parties. The hearing before the arbitrator of the matters to be arbitrated shall be at a time and place within the County of Fresno as selected by the Arbitrator. The Arbitrator shall select such time and place promptly after his/her appointment, and the arbitrator shall give written notice thereof to each party at least thirty days prior to the date so fixed. The arbitrator shall follow California substantive and procedural law; except only at the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings (in the sole discretion of the arbitrator) need not govern, so that evidence may be admitted or excluded in the discretion of the arbitrator as long as it is trustworthy. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing explaining the basis for his/her ruling. The Arbitrator shall cause a copy of the award to be delivered to each of the parties within twenty (20) calendar days after the conclusion of the evidentiary hearing, unless otherwise agreed by the parties. Said award shall follow California substantive and procedural law. All the arbitrators’ fees and all of the certified court reporter’s fees (for daily attendance and for providing the arbitrator with the original transcript) shall be shared equally (50/50) by the parties; and all the parties shall bear their own legal fees and their own litigation costs and expenses.

10.1 Breach. Notwithstanding the foregoing, it is hereby agreed and understood that, in the event that if a party to this Agreement breaches or threatens to breach this Agreement, then the other party to the Agreement may seek and obtain an injunction and/or any other equitable relief necessary from a state or federal court of competent jurisdiction, so as to order the continuance of the party’s performance under this Agreement, pending the results of the aforementioned arbitration proceeding.

- 10.2 Mediation.** Further, notwithstanding the foregoing, it is agreed that prior to appearing before and conducting the aforementioned binding arbitration hearing, the parties shall engage in a fully privileged and confidential Mediation before a neutral retired Judge. The Mediator retired Judge shall be a different person from the arbitrator retired Judge unless the parties stipulate otherwise. The Mediator shall be mutually selected by the parties; however, if they are unable to agree, then the Mediator shall be selected by the arbitrator. The Mediator's fees and costs shall be shared equally by the parties. Communications during the Mediation process shall remain confidential and barred from introduction into evidence at the arbitration pursuant to the provisions of California Evidence Code §§ 1152 and 1119 and Fed. Rules of Evidence, Rule 408.
- 10.3 Petition to Compel Arbitration, and/or Petition To Enforce The Arbitrator's Award.** Notwithstanding anything herein to the contrary, if either party to this Agreement brings any court action or proceeding to either compel arbitration or to enforce an arbitration award, then the prevailing party shall be entitled to recover reasonable attorneys' fees as well as costs and expenses. The arbitration process itself is not an action or proceeding for purposes of this Agreement.
- 11.0 24 CFR 85.36(i), Procurement.** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the Agency and the Contractor each agree to comply with the following provisions:
- 11.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within ten (10) days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

- 11.1.1** If the contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I— (With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 11.1.2** Prior to termination, the Agency may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten (10) days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 11.1.3** After termination, if the contractor does not agree with the Agency's justification for the termination, the contractor shall have ten (10) days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 11.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 11.2 Termination For Cause and Convenience.** Notwithstanding any other provision of this Contract, the parties agree that the Agency may terminate this agreement

at any time, in its sole and absolute discretion, by delivering written notice to the Contractor. In such event, Contractor shall only be paid for the services actually performed to the date of such written notice.

- 11.3 Reporting.** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 11.4 Patent Rights.** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 11.5 Copy Rights/Rights in Data.** In addition to the requirements contained within Clause No. 5 of *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, the Agency has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:

11.5.1 Except as provided elsewhere in this clause, the Agency shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

11.5.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.

- 11.5.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the Agency and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the Agency.
- 11.5.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the Agency a license of the same scope as identified in the preceding paragraph.
- 11.5.5** The Agency agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the Agency may either return the data to the contractor, or cancel or ignore the markings.
- 11.5.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 11.5.7** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the Agency shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

- 11.5.8** The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the Agency except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any Agency location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.
- 11.6 Access to Records.** Both parties hereby guarantee access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11.7 Record Retention.** Both parties hereby guarantee retention of all required records for three (3) years after grantees or sub grantees make final payments and all other pending matters are closed.
- 11.8 Energy Policy and Conservation Act.** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 11.9 Executive Order 11246.** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

- 11.10 Copeland “Anti-Kickback” Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.11 Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.12 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.13 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.0 Additional Considerations.**
- 12.1 Non-Escalation.** Unless otherwise specified within the contract documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.
- 12.2 Funding Restrictions and Order Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
- 12.2.1** Funding is not available;
- 12.2.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

12.2.3 The Agency's requirements in good faith change after award of the contract.

- 12.3 Government Standards.** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Fresno Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 12.4 Work on Agency Property.** If the Contractor's work under the contract involves operations by the Contractor on Agency premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 12.5 Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 12.6 Subcontractors.** Unless otherwise stated within the contract documents, the Contractor may use any subcontractors to accomplish any portion of the services described the contract.
- 12.7 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

- 12.8 Independent Contractor.** Unless otherwise stated within the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 12.9 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 12.10 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 12.11 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 12.12 Limitation of Liability.** In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 12.13 Indemnification.**
- 12.13.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "California Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the

Contractor, or refusal to abide by any recommendation of the Contractor.

12.13.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

12.13.3 Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.

12.13.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

13.0 Lobbying Certification. By execution of this contract with the Agency the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

13.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an

officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 13.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 13.3** The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 13.4 Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives, where applicable:
- 13.4.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 13.4.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 13.4.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from

discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

13.4.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

13.4.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

13.4.6 HUD Information Bulletin 909-23 which is the following:

12.4.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

12.4.6.2 Clean Air and Water Certification; and,

12.4.6.3 Energy Policy and Conservation Act.

13.4.7 That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

13.4.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

13.4.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read

and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

14.0 Section 3 Clause. As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

14.1 The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

14.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

14.3 The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

14.4 The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any

subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- 14.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- 14.6** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 14.7** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 15.0 Order of Precedence.** Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).
- 16.0 Certifications.** The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

Boys and Girls Club of Fresno County:

By: _____

Diane Carbray, Executive Director/CFO

Date: _____

Housing Authority of the City of Fresno:

By: _____

Preston Prince, CEO/Executive Director

Date: _____

INTRODUCTION

This contract by and between the Housing Authority of Fresno County (hereinafter “the Agency”), and **Boys and Girls Club of Fresno**, (hereinafter “the Contractor”) is hereby entered into this **1st day of January, 2019**.

Services pursuant to this contract shall begin on **the 1st day of January 2019, and shall end on the 31st day of December, 2019**, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term “herein” is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions.

- 1.1 **Fresno Housing Authority or Housing Authority of Fresno County (“the Agency”).** Any reference herein or within any Appendix to the “Fresno Housing Authority” or “Housing Authority of Fresno County” shall be interpreted to mean the same as the Agency.
- 1.2 **Contracting Officer (CO).** The Agency’s Contracting Officer, typically the Executive Director, but may be another person delegated such authority by the ED.
- 1.3 **Executive Director (ED).** The Agency’s Executive Director/Chief Executive Officer.

2.0 Services and Payment.

- 2.1 **Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein. Said services shall be provided on the dates and times determined in collaboration by the Agency and the Contractor at the designated locations. The Contractor agrees to perform social, educational, recreational, and prevention program services for the residents of the following properties within the County of Fresno: Del Rey Apartments (Del Rey), Oak Grove (Parlier), Blossom Trail (Sanger), Sunset Terrace (Reedley), Pinedale Apartments (Fresno), Cazares Terrace (Huron),

Huron Apartments (Huron), Cardella Courts (Firebaugh), and Mendoza Terrace (Firebaugh).

The Contractor shall perform services in a satisfactory and proper manner, and activities shall be carried out in group settings. Group size(s) shall be consistent with the adequate of number of residents needed to maximize benefit. Residents shall have access to extended learning opportunities to help them improve or maintain academic proficiency, prevent summer learning loss, and work through other social-emotional barriers that may impact their academic performance or behaviors. The Contractor will also provide opportunities to learn assertiveness techniques, resistance strategies, problem solving, decision-making skills, and stress reduction. Opportunities for parents or other adult caregivers will be included in group activities and invited to influence the overall direction of these activities.

The Contractor agrees to have ongoing efforts to recruit young people living in the above-mentioned housing units to participate in Club programming and activities. One full-time outreach coordinator and one half-time special program assistants will be employed in each community served; to facilitate activities for youth, serve as Contractor Liaison to the Agency, coordinate resident recruitment for participation, and evaluate effectiveness of programming. The Contractor will ensure that staff members are licensed to transport youth. The Contractor will provide roundtrip transportation for youth members that are unable to attend club activities due to transportation barriers. In instances where there are club closures, the Contractor will assist in providing transportation for youth to the nearest club.

Contractor will maintain weekly records containing descriptions of activities, events, and attendance by location. Identifying information such as address and other demographics will be collected by the Contractor and made available to the Agency to ensure that resident youth are being served. Adjustments to the contract may result if the funding is not proportionate to the attendance and participation.

2.2 Cost/Value of Services.

2.2.1 Contract Value. The total Not-To-Exceed (NTE) value of this contract is:

\$187,347

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

2.2.2 The Contractor shall be reimbursed for services delivered to youth engaged in Club activities within the County of Fresno. Activities offered to youth will have a key focus in Education, Health and Wellness, and/or Wage Progression (Employment Skills). Efforts will be made to align activities with community initiatives and the Agency's Resident Services Goals. These Goals and Metrics will be provided on a work plan and periodic reviews will be scheduled to re-evaluate targets and objectives. Services rendered will be briefly summarized and attached to monthly invoices. The Chief of Staff will be copied on all reports.

2.3 Renewal Options. This contract is initially executed for the period of one (1) year with the option, at the Agency's discretion and upon the availability of funding, of additional one-year option periods.

2.4 Time Performance. The Contractor will complete each assigned task as assigned by the Agency to reach benchmark goals and meet budget guidelines.

2.5 Billing Method.

2.5.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

**Fresno Housing Authority
Attention: Mary Caggianelli, Assistant Manager - Resident Services
Housing Programs Department
1331 Fulton Mall, Fresno, California 93721**

2.5.2 At a minimum, the invoice shall detail the following information:

- 2.5.2.1 Unique invoice number;
- 2.5.2.2 Contractor's name, address and telephone number;
- 2.5.2.3 Date of invoice and/or billing period;
- 2.5.2.4 Brief description of services rendered, including applicable time frame, total hours and activities being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report):
- 2.5.2.5 Total dollar amount being billed.

2.5.3 The Agency will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 **Agency's Obligations.** Pursuant to this contract, the Agency agrees to provide the specific services detailed herein and also shall be responsible for the following:

3.1 The Agency agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior written approval of an authorized Agency representative.

4.0 **Contractor's Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

4.1 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel.

4.2 **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel and volunteers that have been investigated, tested and trained to carry out the activities described within this contract and as provided by the Contractor during the Contractor's normal conduct of business.

- 4.3 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.
- 4.4 Confidentiality.** The Contractor, in connection with performing services hereunder, will have access to or may be provided certain confidential information concerning the Agency and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Agency or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the Agency or any client or potential client of the Agency at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Independent Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Independent Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Agency. The Agency will have the right to enforce this Contract by specific performance, as well as hold the Independent Contractor liable for any damages caused by any disclosure of any Confidential Information whether intentional or inadvertent. The Independent Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound all of its terms and conditions. This Contract will be binding on the Independent Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

4.5 Insurance Requirements.

- 4.5.1 Insurances.** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

- 4.5.1.1 General Liability Insurance.** Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The Agency shall be named upon the certificate issued as an

"additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

4.5.1.2 Professional Liability Insurance. Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$1,000;

4.5.1.3 Automobile Liability Insurance. Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.

4.5.1.4 Worker's Compensation Insurance. Worker's compensation coverage evidencing carrier and coverage amount.

4.5.1.5 Certificates and Endorsements. The Contractor shall provide to the Agency with current certificate(s) and endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s) and endorsement(s) shall be delivered to the following person representing the Agency:

Fresno Housing Authority
Attn: Jeremy Matthews, Business Operations Analyst
1331 Fulton Mall, Fresno, California 93721

4.6 Licensing. The Contractor shall also provide to the Agency a copy of the required local Business Tax License or non-profit status. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.7 Financial Viability and Regulatory Compliance.

4.7.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

4.7.2 The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Agency in writing within five (5) days of such notification received will constitute a material breach of this contract.

4.7.3 The Contractor further agrees to promptly disclose to the Agency any significant changes that impact its operations that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any significant changes within five (5) days of said actions shall constitute a material breach of this contract.

4.7.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to the Agency within the time periods required herein.

5.0 Modification. This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

6.0 Severability. The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws.

7.1 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

7.2 Jurisdiction of Law. The laws of the State of California shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Fresno County, California is the appropriate forum for any action relating to this contract. This contract may be signed in counterparts.

8.0 Notices and Reports.

8.1 All notices and/or reports submitted to the Agency by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person(s) representing the Agency:

Fresno Housing Authority
Attn: Angie Nguyen, Chief of Staff;
Jeremy Matthews, Business Operations Analyst and;
Mary Caggianelli, Assistant Manager - Resident Services
1331 Fulton Mall, Fresno, California 93721

8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

Boys and Girls Club of Fresno County
Attn: Diane Carbray, Executive Director/CFO
540 N. Augusta, Fresno, California 93701

9.0 Disputed Billings (Charges).

9.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I— (With or without Maintenance Work)*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The Agency's representative shall, within ten (10) days after the Agency's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the contractor’s response, within ten (10) days after such notification is given, the CO and the contractor’s representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the contractor’s representative are unable to resolve the dispute through such discussion within ten (10) days, the Agency shall, within ten (10) days thereafter, either:

9.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of California;

9.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of California;

9.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of California.

9.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the Agency, the Agency shall pay the Agency’s receipt of the decision. If the decision is in favor of the Agency, the contractor will either:

9.1.4.1 Clear the amount which is ordered from the Agency account; or

9.1.4.2 Repay to the Agency the amount ordered;

Either option shall be completed within ten (10) days after the contractor’s receipt of the arbitrator’s decision.

10.0 Binding Arbitration/Dispute Resolution. Any and all (material and non-material) disputes or controversies between the parties hereto involving either: (1) the construction or application of any of the terms, covenants or conditions of this Agreement or (2) otherwise arising in any respect with regard to this Agreement, or (3) relating to, arising out of, or resulting from either this Agreement, the performance of this Agreement, or the lack of performance of this Agreement, and/or (4) in any other manner relating to or involving this Agreement, shall not be litigated in any federal or

state court or before any state, federal or administrative agency, but rather shall upon written request of one party served on the other be submitted and shall be solely and exclusively resolved by “final and binding” arbitration before a neutral retired Judge, which arbitration shall comply with and be governed by the provisions of the California Arbitration Act (CCP §§1280, et seq.) This Arbitration Agreement constitutes a waiver of any right to a jury trial; and it also waives any right to proceed before any federal or state court or any federal or state administrative agency with regard to the disputes resolution. Said waivers are agreed to because the parties hereto prefer neutral and binding arbitration over any other means of dispute resolution. The neutral (retired Judge) arbitrator shall be mutually agreed upon by the parties; if such an Agreement is not promptly forthcoming, then the retired Judge to serve as arbitrator shall be selected by the Superior Court in accordance with the California Arbitration Act. The Arbitration hearing shall be conducted before a Certified Court Reporter and shall take place in the County of Fresno unless otherwise agreed by both parties. The hearing before the arbitrator of the matters to be arbitrated shall be at a time and place within the County of Fresno as selected by the Arbitrator. The Arbitrator shall select such time and place promptly after his/her appointment, and the arbitrator shall give written notice thereof to each party at least thirty days prior to the date so fixed. The arbitrator shall follow California substantive and procedural law; except only at the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings (in the sole discretion of the arbitrator) need not govern, so that evidence may be admitted or excluded in the discretion of the arbitrator as long as it is trustworthy. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing explaining the basis for his/her ruling. The Arbitrator shall cause a copy of the award to be delivered to each of the parties within twenty (20) calendar days after the conclusion of the evidentiary hearing, unless otherwise agreed by the parties. Said award shall follow California substantive and procedural law. All the arbitrators’ fees and all of the certified court reporter’s fees (for daily attendance and for providing the arbitrator with the original transcript) shall be shared equally (50/50) by the parties; and all the parties shall bear their own legal fees and their own litigation costs and expenses.

10.1 Breach. Notwithstanding the foregoing, it is hereby agreed and understood that, in the event that if a party to this Agreement breaches or threatens to breach this Agreement, then the other party to the Agreement may seek and obtain an injunction and/or any other equitable relief necessary from a state or federal court of competent jurisdiction, so as to order the continuance of the party’s performance under this Agreement, pending the results of the aforementioned arbitration proceeding.

- 10.2 Mediation.** Further, notwithstanding the foregoing, it is agreed that prior to appearing before and conducting the aforementioned binding arbitration hearing, the parties shall engage in a fully privileged and confidential Mediation before a neutral retired Judge. The Mediator retired Judge shall be a different person from the arbitrator retired Judge unless the parties stipulate otherwise. The Mediator shall be mutually selected by the parties; however, if they are unable to agree, then the Mediator shall be selected by the arbitrator. The Mediator's fees and costs shall be shared equally by the parties. Communications during the Mediation process shall remain confidential and barred from introduction into evidence at the arbitration pursuant to the provisions of California Evidence Code §§ 1152 and 1119 and Fed. Rules of Evidence, Rule 408.
- 10.3 Petition to Compel Arbitration, and/or Petition To Enforce The Arbitrator's Award.** Notwithstanding anything herein to the contrary, if either party to this Agreement brings any court action or proceeding to either compel arbitration or to enforce an arbitration award, then the prevailing party shall be entitled to recover reasonable attorneys' fees as well as costs and expenses. The arbitration process itself is not an action or proceeding for purposes of this Agreement.
- 11.0 24 CFR 85.36(i), Procurement.** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the Agency and the Contractor each agree to comply with the following provisions:
- 11.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within ten (10) days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

- 11.1.1** If the contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I— (With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 11.1.2** Prior to termination, the Agency may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten (10) days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 11.1.3** After termination, if the contractor does not agree with the Agency's justification for the termination, the contractor shall have ten (10) days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 11.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 11.2 Termination For Cause and Convenience.** Notwithstanding any other provision of this Contract, the parties agree that the Agency may terminate this agreement

at any time, in its sole and absolute discretion, by delivering written notice to the Contractor. In such event, Contractor shall only be paid for the services actually performed to the date of such written notice.

11.3 Reporting. Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

11.4 Patent Rights. Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

11.5 Copy Rights/Rights in Data. In addition to the requirements contained within Clause No. 5 of *General Conditions for Non-Construction Contracts, Section I— (With or without Maintenance Work)*, the Agency has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:

11.5.1 Except as provided elsewhere in this clause, the Agency shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

11.5.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.

- 11.5.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the Agency and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the Agency.
- 11.5.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the Agency a license of the same scope as identified in the preceding paragraph.
- 11.5.5** The Agency agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the Agency may either return the data to the contractor, or cancel or ignore the markings.
- 11.5.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 11.5.7** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the Agency shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

- 11.5.8** The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the Agency except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any Agency location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.
- 11.6 Access to Records.** Both parties hereby guarantee access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11.7 Record Retention.** Both parties hereby guarantee retention of all required records for three (3) years after grantees or sub grantees make final payments and all other pending matters are closed.
- 11.8 Energy Policy and Conservation Act.** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 11.9 Executive Order 11246.** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

- 11.10 Copeland “Anti-Kickback” Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.11 Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.12 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.13 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12.0 Additional Considerations.

- 12.1 Non-Escalation.** Unless otherwise specified within the contract documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.
- 12.2 Funding Restrictions and Order Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
 - 12.2.1** Funding is not available;
 - 12.2.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

12.2.3 The Agency's requirements in good faith change after award of the contract.

- 12.3 Government Standards.** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Fresno Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 12.4 Work on Agency Property.** If the Contractor's work under the contract involves operations by the Contractor on Agency premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 12.5 Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 12.6 Subcontractors.** Unless otherwise stated within the contract documents, the Contractor may use any subcontractors to accomplish any portion of the services described the contract.
- 12.7 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

- 12.8 Independent Contractor.** Unless otherwise stated within the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 12.9 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 12.10 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 12.11 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 12.12 Limitation of Liability.** In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 12.13 Indemnification.**
- 12.13.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "California Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor,

failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

- 12.13.2** In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- 12.13.3** Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.
- 12.13.4** The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

13.0 Lobbying Certification. By execution of this contract with the Agency the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

- 13.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 13.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 13.3** The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 13.4 Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives, where applicable:
- 13.4.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 13.4.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 13.4.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making

unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

13.4.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

13.4.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

13.4.6 HUD Information Bulletin 909-23 which is the following:

13.4.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

13.4.6.2 Clean Air and Water Certification; and,

13.4.6.3 Energy Policy and Conservation Act.

13.4.7 That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

13.4.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

13.4.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is

not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

14.0 Section 3 Clause. As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

- 14.1** The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 14.2** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 14.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 14.4** The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- 14.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- 14.6** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 14.7** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 15.0 Order of Precedence.** Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).
- 16.0 Certifications.** The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

Boys and Girls Club of Fresno County:

By: _____
Diane Carbray, Executive Director/CFO

Date: _____

Housing Authority of Fresno County:

By: _____
Preston Prince, CEO/Executive Director

Date: _____

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EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners
Fresno Housing Authority
DATE: November 19, 2018
BOARD MEETING: November 27 2018

FROM: Preston Prince
CEO/Executive Director
AGENDA ITEM: 9
AUTHOR: Staff

SUBJECT: Directors Report- November 2018

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.

The matrix below outlines the Development Pipeline and status of each project.

Development Project Overview

Name of Property	Status/Type	Address	Total Units	Percent Complete
Blossom Trail Commons (formerly Memorial Village)	Operating	302 K Street, Sanger, CA	48	100%

Magill Terrace	Under Construction	401 Nelson Avenue, Fowler, CA	60	45%
Oak Grove	Under Construction	595 Bigger Street, Parlier, CA	56	63%
Mariposa Meadows	Pre-Development Closing March 2019	1011 W Atchison Avenue, Fresno, CA	40	N/A
Orchard Farm Labor Housing	Pre-Development Closing March 2019	295 S Newmark Avenue, Parlier, CA	41	N/A
Blackstone/Simpson Project	Pre- Development	3039 N Blackstone Avenue, Fresno, CA	45	N/A
Chinatown	Pre-Development	1101 F Street, Fresno, CA	57	N/A
Renaissance at Parc Grove IV	Pre-Development VHHP Grant Awarded November 2018 - \$2.8 million	2620 E Clinton Avenue, Fresno, CA	40	N/A
Kingsburg Seniors	Pre-Development	Southwest Corner of Sierra St and Madsen Ave., Kingsburg, CA	48	N/A
Huron	Pre-Development	Southwest Corner of Fresno and 12 th Streets, Huron, CA	60	N/A
Clovis	Pre-Development	Northeast Corner of Willow and Alluvial Avenues, Clovis, CA	60	N/A

Project Highlights

US Bank was selected as the equity investor for both the Mariposa Meadows and Orchard Farm Labor Housing projects.

Renaissance at Parc Grove Commons hosted a barbeque and flag raising ceremony to honor our resident veterans.

On November 9, 2018, staff was notified that Renaissance at Parc Grove Phase IV was chosen to receive a Veterans Housing and Homelessness Prevention (VHHP) award of \$2,818,068 from HCD.

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

During the month of September, the following leasing activities took place for the HCV City and County programs.

HCV City

The following leasing activities took place in October, for the HCV City program.

- 8 families attended briefings to receive their vouchers.
- 142 HAP contracts were completed for families who leased up.
- 317 applicants and participants are currently searching for housing.

HCV County

The following leasing activities took place in October for the HCV County program.

- 755 initial eligibility interviews scheduled and 572 attended.
- 376 families attended briefings to receive their vouchers.
- 303 contracts were completed for families who leased up.
- 1,243 applicants and participants are searching for housing.

Leasing strategies and activities:

Applicants pulled from the HCV County waitlist are scheduled through November 20th for initial eligibility appointments. Staff recently reevaluated its success rates taking into consideration the tight rental market and longer search times. The new rates were applied to the HUD Two-Year Tools to assist with projecting leasing outcomes and adjust leasing strategies to maximize leasing potential. To assist the department with putting County vouchers on the street, temporary staff is still being utilized and have been extremely helpful with assisting our leasing team with reviewing applicant files to determine program eligibility and issue vouchers. Additional briefings were scheduled to prevent delays with issuing vouchers. Staff also continue to grant extensions on voucher search times. The new payment standards are being applied to all new HAP contracts and November Annual Reexaminations.

We continue to extend and grant extensions to families in the searching process. In some cases, we have extended past the 120 days as we work closely with the families in an attempt to successfully lease them

up. Staff continue to hold regular meetings to review both HAP and voucher utilization. On-going data assessments have been completed in an effort to maintain the leasing rates.

Resident Services

How To Start A Business

Site(s): Rios Terrace (Mendota)

Fresno Housing welcomed Fresno Area Hispanic Foundation (FAHF). FAHF presented resources available for residents to begin or start a small business. Tips were discussed and how to obtain financial assistance for the process. Residents showed interest in this financial educational workshop. About 5 residents participated in this workshop.

Aging Care – Fall Prevention

Site(s): Wedgewood Commons, (Sanger)

Fresno Housing partnered with Aging Care Agency. A Division Coordinator held a workshop on fall prevention. Residents were able to bring their wheelchairs and/or walkers to get checked and see if they would need any additional services or adjustments. Residents were very grateful and pleased with the assistance offered to them at this workshop. About 15 residents participated at this event.



Halloween/ Harvest Activities

Site(s): Rios Terrace (Mendota), Mendota Farm Labor (Mendota), Del Rey Apartments (Del Rey), Cueva de Oso (Selma Ca), Legacy Commons (Fresno), Cedar Courts (Fresno, CA)

During the month of October, Fresno Housing Residents held their first annual Harvest Fest as a resident engagement activity bringing communities together. There were several activities for every one of all ages to be able to participate in. Youth and adults dressed up in Halloween costumes and participated in games and activities. The event was well received by each community and residents expressed their appreciation for having an event to help celebrate the Halloween season. Residents were able to enjoy a quick bite and each child was given a bag filled with treats and goodies. About 150 residents combined participated in this event.



Health & Wellness Workshops

Site(s): Del Rey Apartments

A representative with Fresno EOC held a Tobacco Education workshop. They presented dangers of second and third hand smoke. Informational brochures and other handouts were distributed to residents.

Residents were able to ask any questions and voice their concerns regarding tobacco or similar products. About 8 residents participated in this workshop.



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.

Fresno Housing is exploring several partnerships in the course of pre-development activities.

Project	Organization	Role
844 S. Chance Avenue	Habitat for Humanity Fresno City College	Partner in the rehabilitation of a former Neighborhood Stabilization Program (NSP) property to provide a homeownership opportunity for a low-income family

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.

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

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.

Addendums

November 27, 2018



2019 Agency Goals & Budget – Second Draft

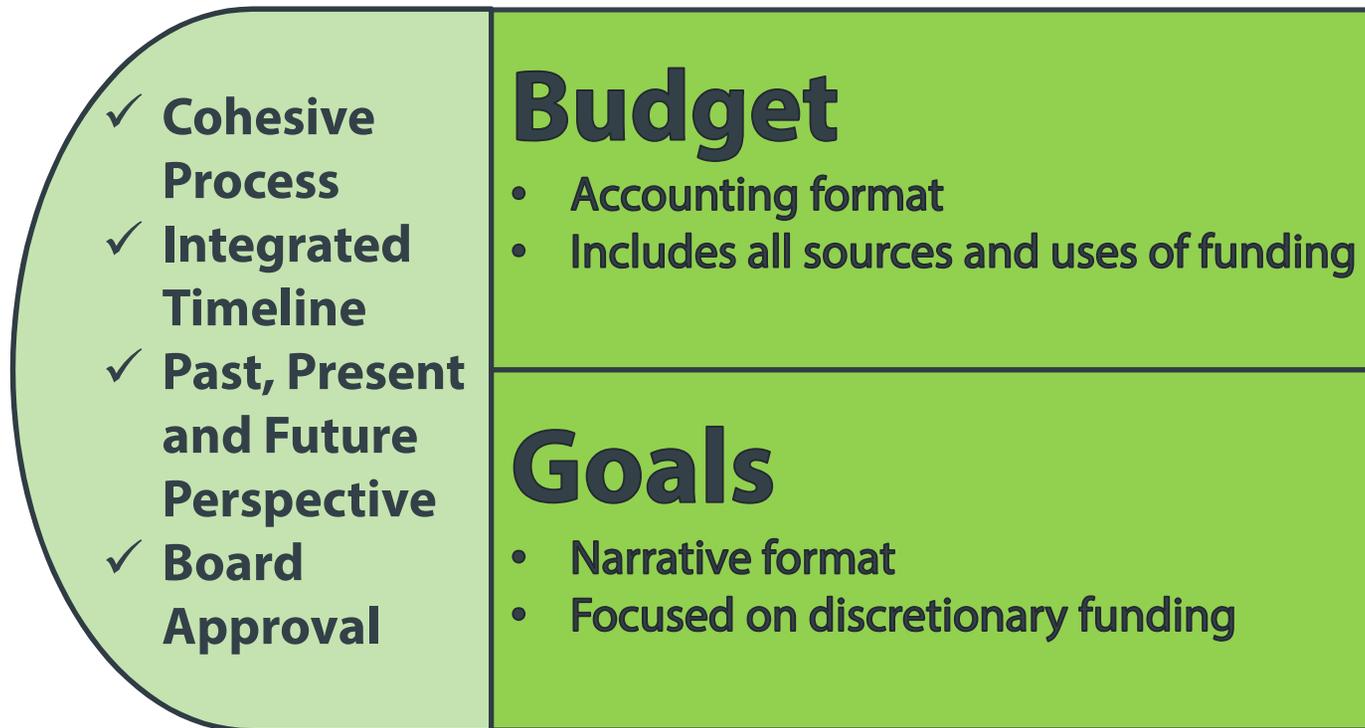
*Boards of Commissioners Meeting
November 27, 2018*



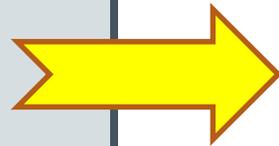
Overview

- 2019 Budget/Goal Development Process & Timeline
- Draft 2019-2020 Strategic Goals
- Overall Revenue & Expense Assumptions/Highlights
- 2019 Proposed Budget by Division
- Agency-Wide Fiscal Impact
- Next Steps

Budget Development Process



Timeline for 2019 Goals & Budget Development



2019-2020 Strategic Goals: Draft

2019-20 Agency Goals and Strategic Plan Implementation

Create and sustain vibrant communities

throughout Fresno County

Quality housing. Engaged residents. Vibrant communities.

Goal One – PLACE

Develop and expand the availability of quality affordable housing options throughout city and county by growing and preserving appropriate residential assets and increasing housing opportunities for low-income residents.

1. Create a robust, balanced pipeline for development activities that appropriately responds to the needs of the low income residents of Fresno County. When evaluating development opportunities, factor the following Board priorities:
 - a. Mixed income and mixed use housing that promotes economically diverse neighborhoods and accommodates projected growth
 - b. A balance of new construction and renovation
 - c. Create community infrastructure, including community buildings, resource centers, and EnVision Centers if viable
 - d. Investment in existing and new neighborhoods
 - e. Rural communities, with limited economic catalysts
 - f. Prudent, financial transactions that promote long-term financial stability for the Agency; including, but not limited to utilizing innovative tools that could include tax credits, opportunity zones, and new avenues for state funding

2019 Goals & Augmented Budget

Updated Goals for 2019

- Economic Mobility Initiatives
 - HCV Mobility & Navigation Pilot
 - High-Income/Low-HAP Pilot
 - Workforce Development (incl. Section 3) Program
- Landlord Outreach Program
- Resident & Community Safety Initiatives
- Street 2 Home Initiative
- Enhanced Public Relations & Communication Campaign
- Community Events & Local Participation
- Program, Policy & Data Analysis

2019 Budget Augmentations

	2019 Base NOI	Budget Enhancements	2019 Projected Budget
Core	(850,000)		
Communication & Community Outreach Efforts		(500,000)	
Board Tools & Board Room Refresh		(50,000)	
Asset Management		(150,000)	
Data & Program Analysis		(100,000)	
Total Budget			<u>(1,650,000)</u>
Housing Choice Voucher	(500,000)		
Mobility Pilot		(400,000)	
Landlord Outreach Program		(300,000)	
Total Budget			<u>(1,200,000)</u>
Resident Services	280,000		
Workforce Development Pilot		(260,000)	
FHEC Investment		-	
Program Analyst		(100,000)	
Resident Safety Program		(170,000)	
High Income Pilot		(150,000)	
Total Budget			<u>(400,000)</u>
Homeless Programs	(120,000)		
Street 2 Home Initiative		(100,000)	
Agency Match for Homeless Programs		(250,000)	
Total Budget			<u>(470,000)</u>
Planning & Development	2,500,000		
Neighborhood Programs & Analysis		(50,000)	
Development Financing Analysis		(75,000)	
South West Fresno Planning		(275,000)	
Total Budget			<u>2,100,000</u>
Unrestricted Properties	520,000		520,000
Unrestricted Programs Total	1,830,000	(2,930,000)	<u>(1,100,000)</u>

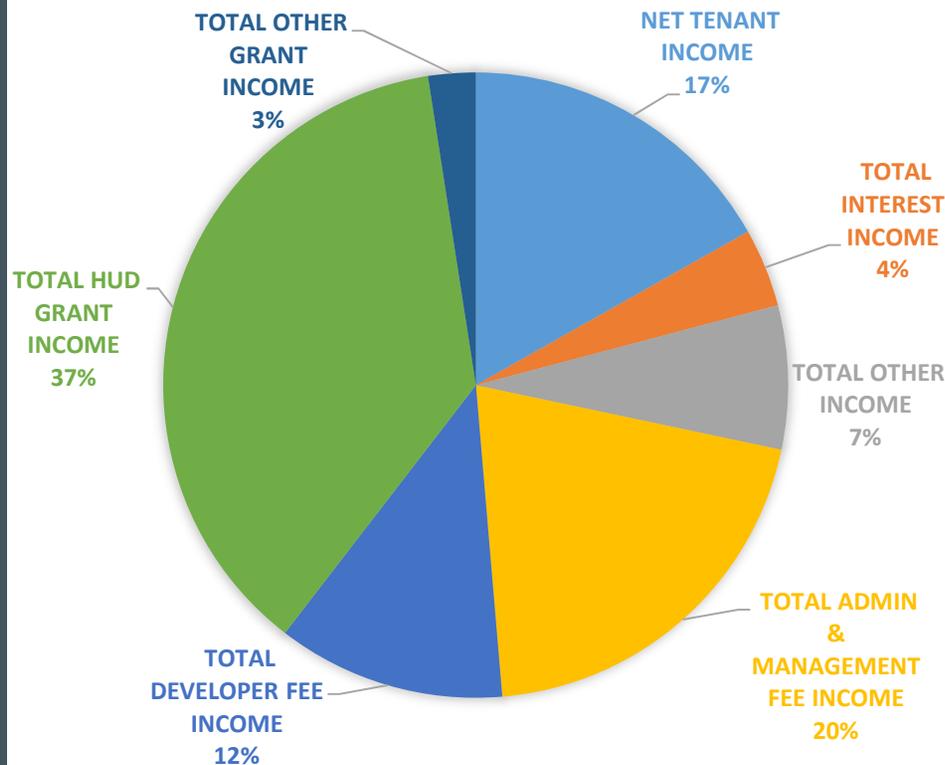
2019 Draft Operations Budget

	2019 Budget						2019 Budget
	Core	Instrumentalities	Planning & Development	Assisted Housing	Housing Management	UP	
NET TENANT INCOME	-	-	-	-	5,035,876	2,122,034	7,157,909
TOTAL INTEREST INCOME	8,000	1,713,000	-	-	-	-	1,721,000
TOTAL OTHER INCOME	841,393	1,350,000	120,000	810,857	8,796	32,400	3,163,446
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,358,311	80,000	-	200,000	-	-	8,638,311
TOTAL DEVELOPER FEE INCOME	-	-	5,019,639	-	-	-	5,019,639
TOTAL HUD GRANT INCOME	-	-	-	11,726,888	4,048,018	-	15,774,907
TOTAL OTHER GRANT INCOME	-	-	-	488,174	555,418	-	1,043,592
TOTAL INCOME	9,207,704	3,143,000	5,139,639	13,225,920	9,648,108	2,154,434	42,518,804
TOTAL PAYROLL EXPENSES	7,152,806	-	1,606,243	7,963,318	2,500,722	251,938	19,475,028
TOTAL ADMINISTRATIVE EXPENSES	3,000,084	322,150	1,416,803	4,559,845	1,745,329	173,944	11,218,155
TOTAL TENANT SERVICES EXPENSES	51,000	-	5,000	2,617,630	346,758	5,850	3,026,238
TOTAL UTILITY EXPENSES	147,044	-	-	76,295	1,739,707	212,567	2,175,613
TOTAL MAINTENANCE EXPENSES	458,580	-	9,000	69,899	1,941,841	345,336	2,824,655
TOTAL TAXES & INSURANCE EXPENSES	42,926	8,900	6,600	7,451	341,957	37,137	444,971
TOTAL EXPENSES	10,852,441	331,050	3,043,646	15,294,438	8,616,313	1,026,772	39,164,659
NET OPERATING INCOME	(1,644,736)	2,811,950	2,095,993	(2,068,518)	1,031,795	1,127,661	3,354,145
TOTAL NON-OPERATING EXPENSES	-	-	-	-	805,527	607,784	1,413,311
NET INCOME	(1,644,736)	2,811,950	2,095,993	(2,068,518)	226,268	519,877	1,940,834
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2019 Draft Operations Budget

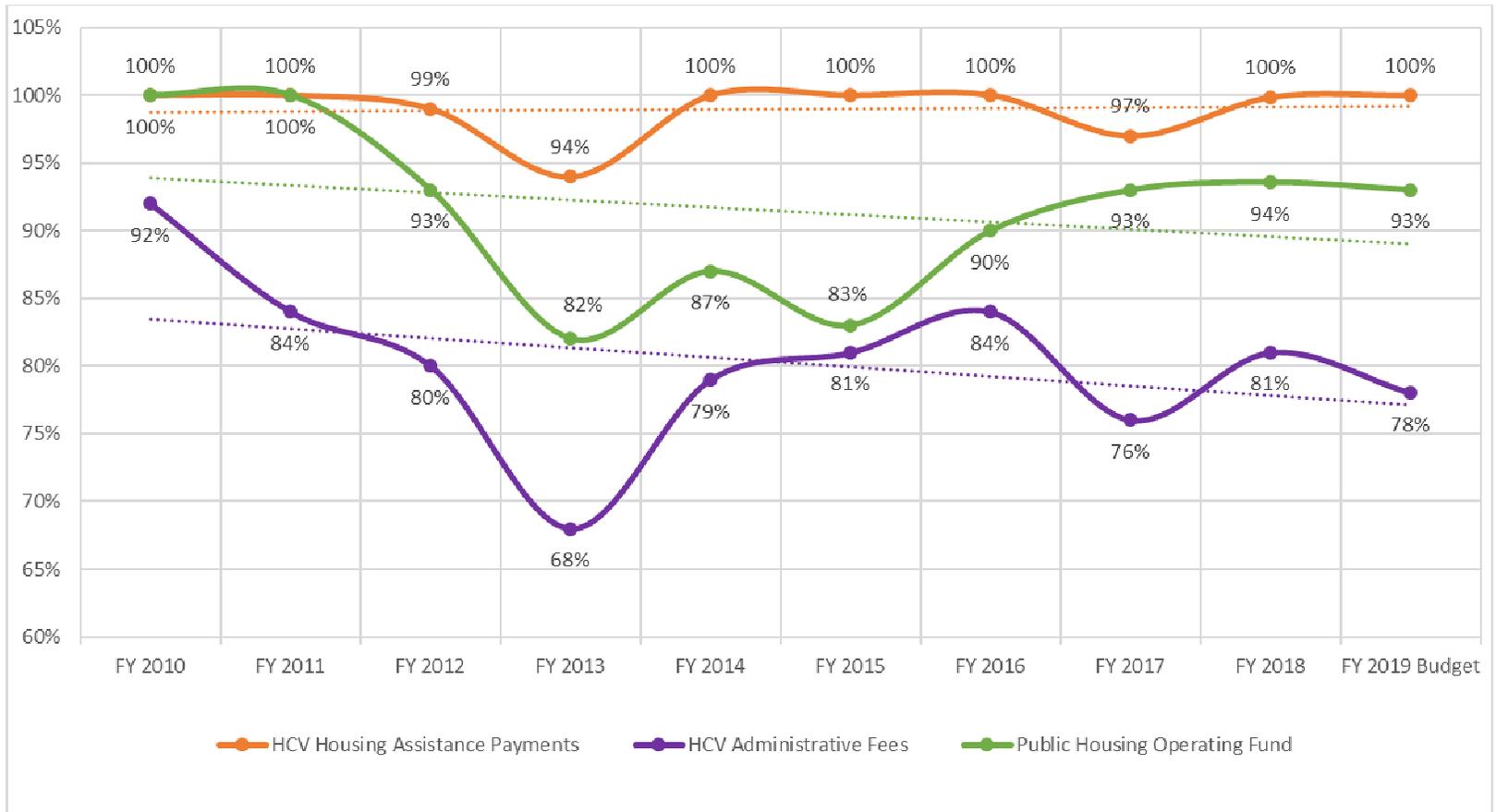
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UNRESTRICTED NET INCOME	(1,644,736)	-	2,095,993	(2,068,518)	-	519,877	(1,097,384)

Revenue Assumptions/Highlights



- **HUD Grant Revenue** (37% of total revenue)
 - HCV Admin Fees: 78% proration at a 96% lease-up rate
 - LIPH Operating Subsidy: 93% proration

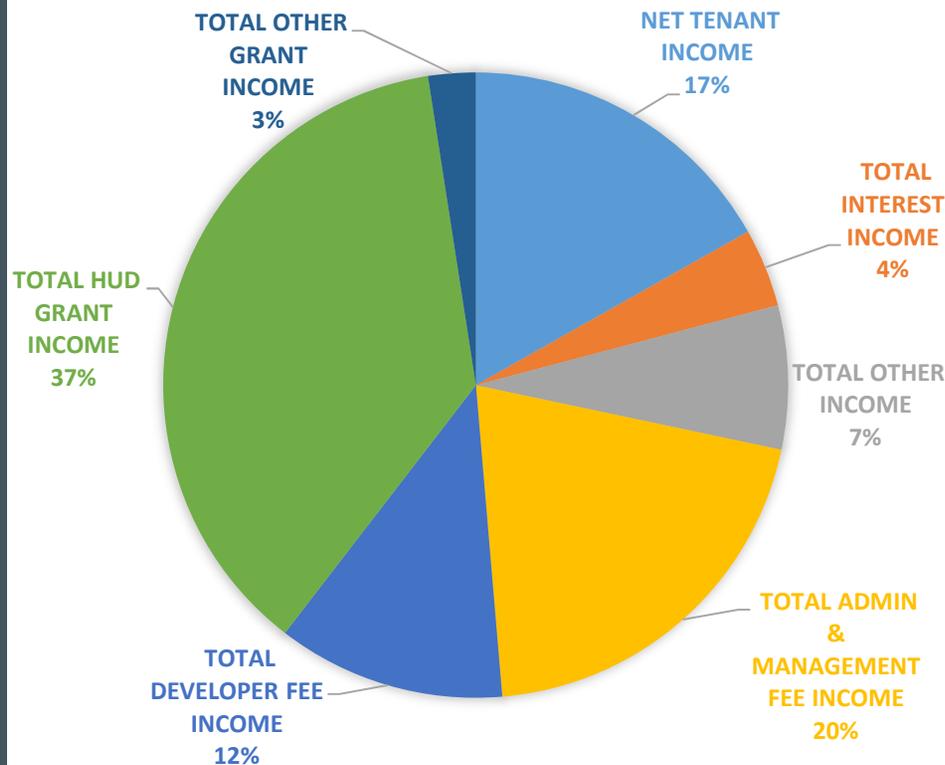
Historical Federal Funding



2019 Draft Operations Budget

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Revenue Assumptions/Highlights

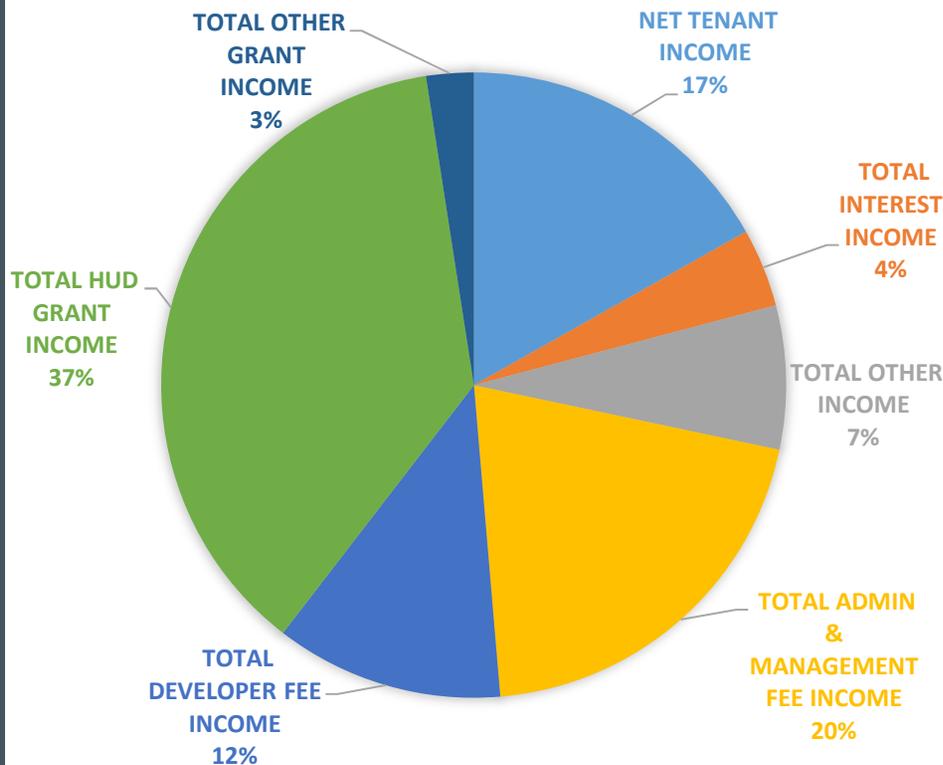


- **Net Tenant Income** (17% of total revenue)
 - Revenue shifting from HSM to Mixed Finance as properties are modernized
 - Mixed Finance budgets are presented in December and approved by Silvercrest

2019 Draft Operations Budget

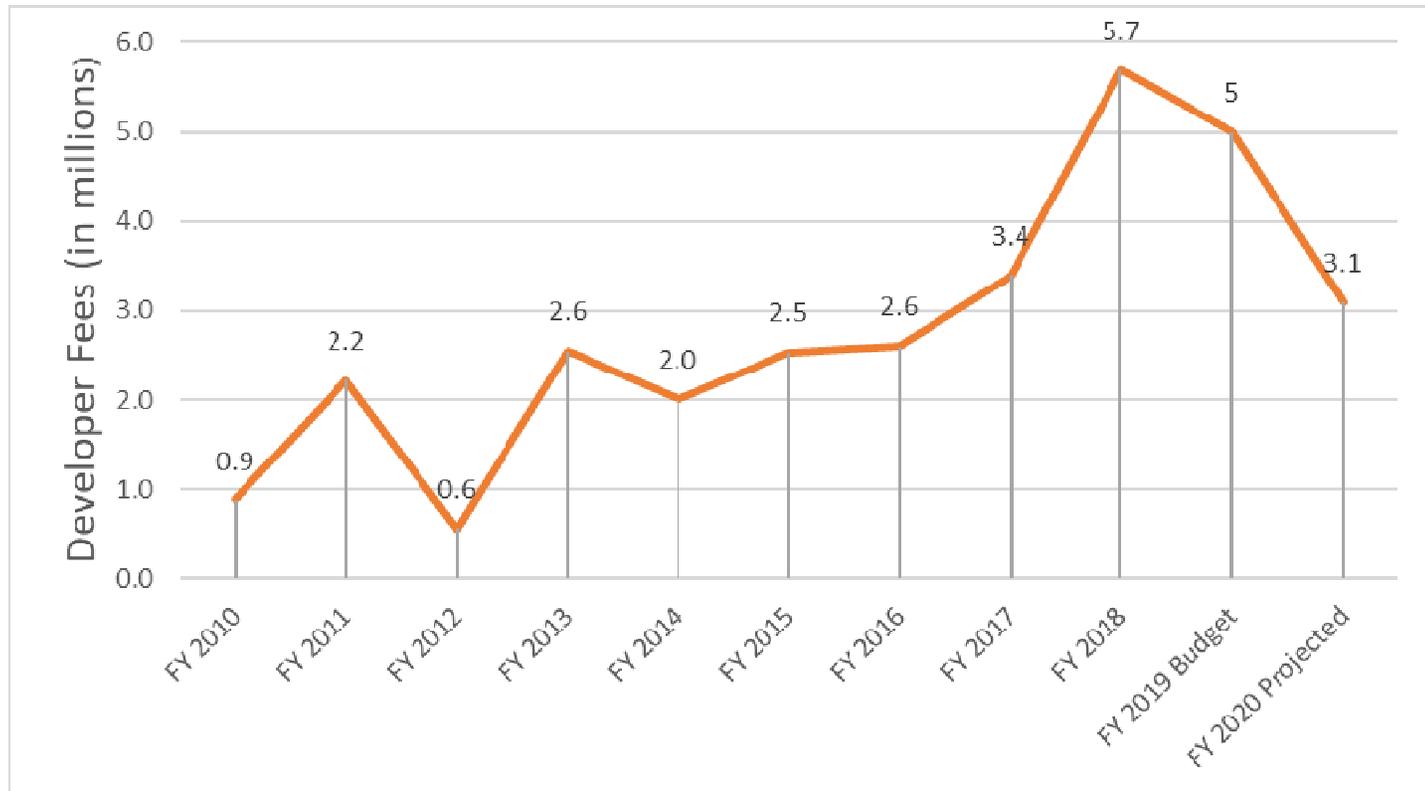
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UNRESTRICTED NET INCOME	(1,644,736)	-	2,095,993	(2,068,518)	-	519,877	(1,097,384)

Revenue Assumptions/Highlights



- **Developer Fee Revenue** (12% of total revenue)
 - 11 installment payments projected for 2019
 - Funding is dependent on continued development activity

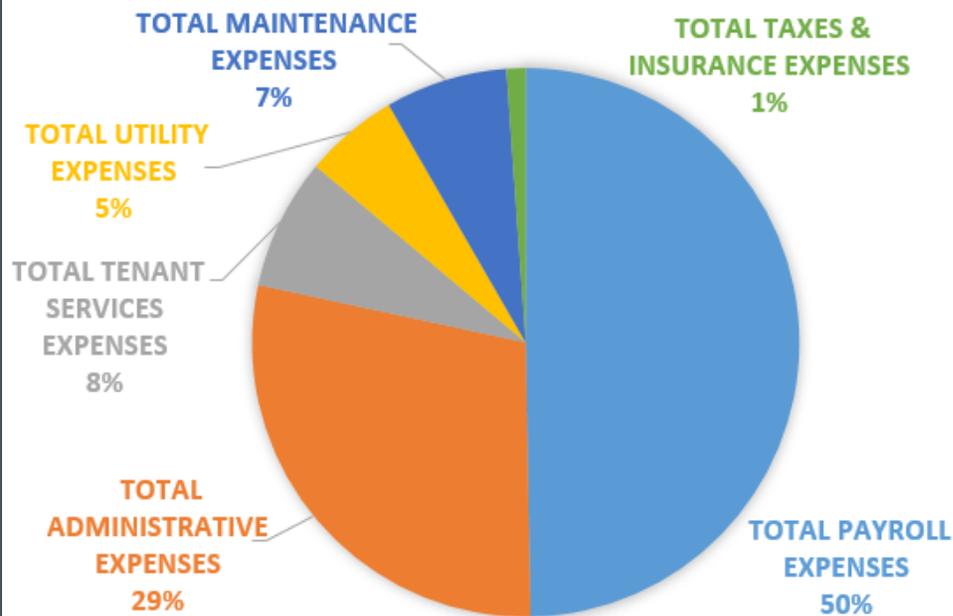
Historical Developer Fees



2019 Draft Operations Budget

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TOTAL ADMIN & MANAGEMENT FEE INCOME	8,358,311	80,000	-	200,000	-	-	8,638,311
TOTAL DEVELOPER FEE INCOME	-	-	5,019,639	-	-	-	5,019,639
TOTAL HUD GRANT INCOME	-	-	-	11,726,888	4,048,018	-	15,774,907
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Expense Assumptions/Highlights

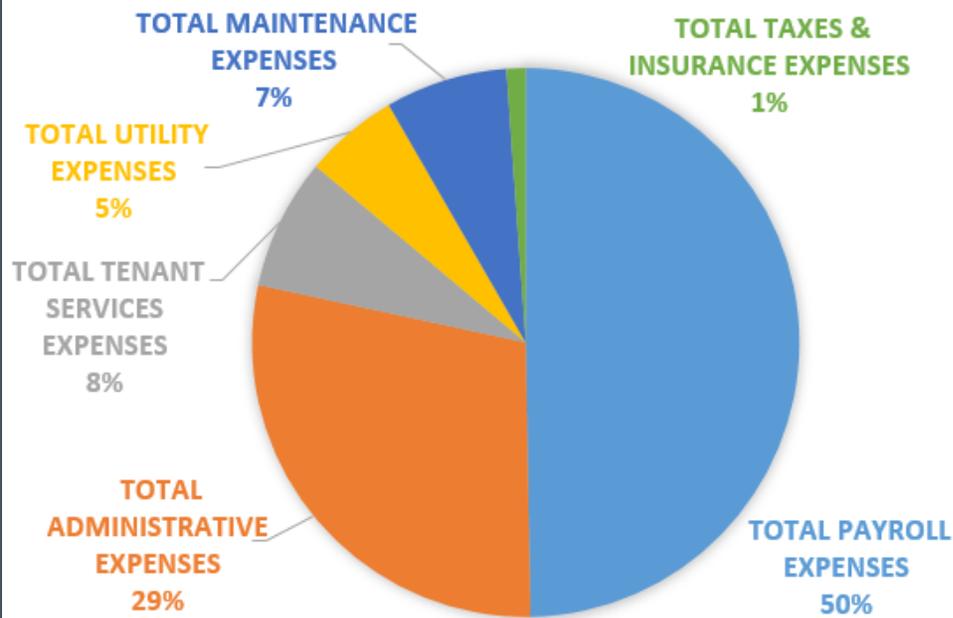


- **Payroll Expenses** (50% of total operating expenses)
 - 250 FTE's
 - Salary & Benefit changes based on TA

2019 Draft Operations Budget

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Expense Assumptions/Highlights

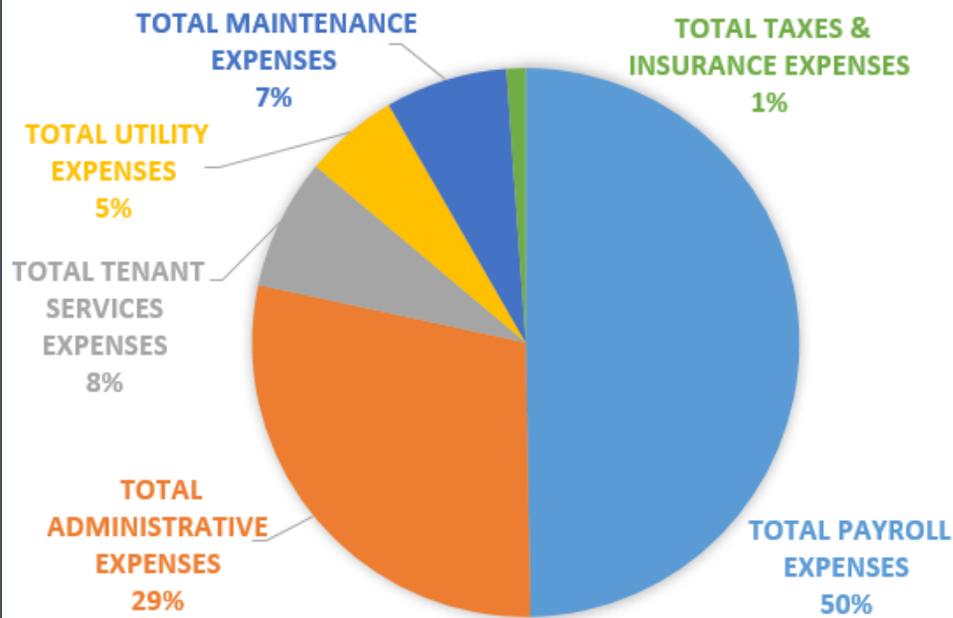


- **Administrative Expenses** (29% of operating expenses)
 - Includes professional contracts, software, supplies, fees paid to Core

2019 Draft Operations Budget

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Expense Assumptions/Highlights



- Tenant Services Expenses (8% of operating expenses)
 - Direct support for residents including dwelling rents, supportive services, relocation expenses and scholarships

Detailed Budget Discussion By Division

- **Fresno Housing Operations**
 - Core
 - Instrumentalities
 - Planning & Community Development
 - Assisted Housing
 - Housing Management
 - Unrestricted Properties
- **Other Budgets Not Covered Today**
 - Housing Assistance Payments
 - Mixed Finance Budgets
 - Capital Expenditures
 - Construction Budgets

Core

	2018 Budget	2018 Projected	2019 Budget
NET TENANT INCOME	-	-	-
TOTAL INTEREST INCOME	7,000	9,872	8,000
TOTAL OTHER INCOME	808,000	707,167	841,393
TOTAL ADMIN & MGMT FEE INCOME	8,441,439	7,892,163	8,358,311
TOTAL DEVELOPER FEE INCOME	-	-	-
TOTAL HUD GRANT INCOME	-	-	-
TOTAL OTHER GRANT INCOME	-	-	-
TOTAL INCOME	9,256,439	8,609,202	9,207,704
TOTAL PAYROLL EXPENSES	7,135,977	6,484,627	7,152,806
TOTAL ADMINISTRATIVE EXPENSES	3,445,759	3,183,416	3,000,084
TOTAL TENANT SERVICES EXPENSES	50,000	40,365	51,000
TOTAL UTILITY EXPENSES	173,427	144,836	147,044
TOTAL MAINTENANCE EXPENSES	404,862	341,835	458,580
TOTAL TAXES & INSURANCE EXPENSES	23,720	31,221	42,926
TOTAL EXPENSES	11,233,745	10,226,300	10,852,441
NET OPERATING INCOME	(1,977,306)	(1,617,098)	(1,644,736)
TOTAL NON-OPERATING EXPENSES	-	-	-
NET INCOME	(1,977,306)	(1,617,098)	(1,644,736)
UNRESTRICTED NET INCOME	(1,977,306)	(1,617,098)	(1,644,736)

Core

- Assists and supports all other Agency departments
- Human Resources, Executive, Communications, Property & Asset Management, Quality Assurance, Accounting & Finance, IT/IS, Procurement
- Net income is unrestricted

Revenue

- Revenue is generated by fees charged to other departments
- Flat compared to 2018

Expenses

- Budget augmentations include communications & community outreach, Board tools, asset management, data analysis
- Payroll expenses similar to 2018 Budget, but higher than 2018 Projections due to unfilled positions
- Admin expenses continue to decrease as resources are brought in-house
- Maintenance expenses increasing for Board Room refresh and technology upgrades

Instrumentalities

	2018 Budget	2018 Projected	2019 Budget
NET TENANT INCOME	-	-	-
TOTAL INTEREST INCOME	866,667	1,257,112	1,713,000
TOTAL OTHER INCOME	177,299	2,567,242	1,350,000
TOTAL ADMIN & MGMT FEE INCOME	300,000	300,000	80,000
TOTAL DEVELOPER FEE INCOME	-	-	-
TOTAL HUD GRANT INCOME	-	-	-
TOTAL OTHER GRANT INCOME	-	-	-
TOTAL INCOME	1,343,966	4,124,354	3,143,000
TOTAL PAYROLL EXPENSES	-	-	-
TOTAL ADMINISTRATIVE EXPENSES	237,825	328,468	322,150
TOTAL TENANT SERVICES EXPENSES	-	-	-
TOTAL UTILITY EXPENSES	-	-	-
TOTAL MAINTENANCE EXPENSES	25,000	-	-
TOTAL TAXES & INSURANCE EXPENSES	8,900	6,049	8,900
TOTAL EXPENSES	271,725	334,517	331,050
NET OPERATING INCOME	1,072,241	3,789,837	2,811,950
TOTAL NON-OPERATING EXPENSES	500	36,533	-
NET INCOME	1,071,741	3,753,303	2,811,950

Instrumentalities

- Wholly-owned subsidiaries
- HRFC, HSIC, Silvercrest, HCCI, Villa Del Mar Inc.
- Net income is restricted to the entity

Revenue

- Interest income increasing as additional loans are made from HRFC
- Other Income includes transfer of HOPE VI sales proceeds to HRFC

Expenses

- No budget augmentations related to 2019 goals
- Admin expenses increasing slightly for legal expenses and management fees
- Other expenses remain flat as compared to 2018

Planning & Community Development

	2018 Budget	2018 Projected	2019 Budget
NET TENANT INCOME	-	-	-
TOTAL INTEREST INCOME	-	-	-
TOTAL OTHER INCOME	20,000	449,101	120,000
TOTAL ADMIN & MGMT FEE INCOME	-	-	-
TOTAL DEVELOPER FEE INCOME	4,979,660	5,758,199	5,019,639
TOTAL HUD GRANT INCOME	-	-	-
TOTAL OTHER GRANT INCOME	-	-	-
TOTAL INCOME	4,999,660	6,207,300	5,139,639
TOTAL PAYROLL EXPENSES	1,285,953	1,243,006	1,606,243
TOTAL ADMINISTRATIVE EXPENSES	1,583,998	1,140,072	1,416,803
TOTAL TENANT SERVICES EXPENSES	-	-	5,000
TOTAL UTILITY EXPENSES	-	-	-
TOTAL MAINTENANCE EXPENSES	3,000	18,408	9,000
TOTAL TAXES & INSURANCE EXPENSES	1,000	6,840	6,600
TOTAL EXPENSES	2,873,951	2,408,326	3,043,646
NET OPERATING INCOME	2,125,709	3,798,974	2,095,993
TOTAL NON-OPERATING EXPENSES	-	-	-
NET INCOME	2,125,709	3,798,974	2,095,993
UNRESTRICTED NET INCOME	2,125,709	3,798,974	2,095,993

P&CD

- Real estate planning & development, and construction management
- Net income is unrestricted

Revenue

- Other Income lower as construction concludes on certain properties
- 11 installments of Developer Fees totaling \$5 million

Expenses

- Budget augmentations include Neighborhood Revitalization program, and funds for SW Fresno planning
- Payroll and Administrative Expenses increasing based on budget augmentations.
- Other expenses should remain flat as compared to 2018

Assisted Housing

	2018 Budget	2018 Projected	2019 Budget
NET TENANT INCOME	-	-	-
TOTAL INTEREST INCOME	-	-	-
TOTAL OTHER INCOME	710,822	776,747	810,857
TOTAL ADMIN & MGMT FEE INCOME	-	68,564	200,000
TOTAL DEVELOPER FEE INCOME	-	-	-
TOTAL HUD GRANT INCOME	9,491,065	10,123,939	11,726,889
TOTAL OTHER GRANT INCOME	1,354,390	1,196,520	488,174
TOTAL INCOME	11,556,277	12,165,769	13,225,920
TOTAL PAYROLL EXPENSES	6,891,221	6,278,849	7,963,318
TOTAL ADMINISTRATIVE EXPENSES	4,741,805	4,939,607	4,559,845
TOTAL TENANT SERVICES EXPENSES	899,843	1,499,257	2,617,630
TOTAL UTILITY EXPENSES	-	136,103	76,295
TOTAL MAINTENANCE EXPENSES	44,354	75,856	69,899
TOTAL TAXES & INSURANCE EXPENSES	7,900	8,280	7,451
TOTAL EXPENSES	12,585,123	12,937,952	15,294,438
NET OPERATING INCOME	(1,028,846)	(772,183)	(2,068,518)
TOTAL NON-OPERATING EXPENSES	120,000	-	-
NET INCOME	(1,148,846)	(772,183)	(2,068,518)
UNRESTRICTED NET INCOME	(1,148,846)	(772,183)	(2,068,518)

Assisted Housing

- Grant-funded Housing and Resident Services programs
- Housing Choice Voucher (Section 8), Homeless Programs, and Resident Services Programs
- Positive net income is restricted
- Negative net income must come from unrestricted sources

Revenue

- Other Income higher as more LP's come online and pay for Resident Services
- Admin Fee Income to cover the required match on Homeless Programs
- Auditor recommendation to reclassify Other Grant Income to HUD Grant Income
- HCV Admin Fee Revenue budgeted at 78% with a 96% lease-up

Expenses

- Budget augmentations include Mobility Pilot, additional landlord outreach, Workforce Development Program, Resident Safety Initiatives, High-Income Pilot, Program Analysis/Evaluation, Street2Home Initiative
- Payroll and Tenant Services Expenses increasing based on budget augmentations
- Other expenses remain flat as compared to 2018

Housing Management

	2018 Budget	2018 Projected	2019 Budget
NET TENANT INCOME	5,935,766	5,901,253	5,035,876
TOTAL INTEREST INCOME	17	-	-
TOTAL OTHER INCOME	14,014	75,144	8,796
TOTAL ADMIN & MGMT FEE INCOME	-	-	-
TOTAL DEVELOPER FEE INCOME	-	-	-
TOTAL HUD GRANT INCOME	4,916,293	4,235,235	4,048,018
TOTAL OTHER GRANT INCOME	1,000,338	971,264	555,418
TOTAL INCOME	11,866,428	11,182,896	9,648,108
TOTAL PAYROLL EXPENSES	3,026,970	2,487,863	2,500,722
TOTAL ADMINISTRATIVE EXPENSES	2,169,865	1,887,907	1,745,329
TOTAL TENANT SERVICES EXPENSES	335,581	311,885	346,758
TOTAL UTILITY EXPENSES	1,882,686	1,737,348	1,739,707
TOTAL MAINTENANCE EXPENSES	1,922,431	2,316,796	1,941,841
TOTAL TAXES & INSURANCE EXPENSES	460,962	375,636	341,957
TOTAL EXPENSES	9,798,495	9,117,435	8,616,313
NET OPERATING INCOME	2,067,933	2,065,461	1,031,795
TOTAL NON-OPERATING EXPENSES	1,226,954	2,319,105	805,527
NET INCOME	840,979	(253,645)	226,268

Housing Management

- FH-owned and/or managed properties
- Public Housing, Farm Labor Housing, Migrant Housing, Other Specialty Housing
- Net income is restricted to the property/program

Revenue

- Overall, revenue is shifting from HSM to Mixed Finance as properties are modernized

Expenses

- No budget augmentations related to Agency goals
- Overall, expenses are shifting from HSM to Mixed Finance as properties are modernized
- Nominal increases in Tenant Services Expenses for site-based resident activities and events
- Utility expenses are increasing an average of 12%

Unrestricted Properties

	2018 Budget	2018 Projected	2019 Budget
NET TENANT INCOME	2,300,350	2,373,159	2,122,034
TOTAL INTEREST INCOME	-	-	-
TOTAL OTHER INCOME	43,000	27,720	32,400
TOTAL ADMIN & MGMT FEE INCOME	-	-	-
TOTAL DEVELOPER FEE INCOME	-	-	-
TOTAL HUD GRANT INCOME	-	-	-
TOTAL OTHER GRANT INCOME	36,420	16,373	-
TOTAL INCOME	2,379,770	2,417,252	2,154,434
TOTAL PAYROLL EXPENSES	330,528	246,276	251,938
TOTAL ADMINISTRATIVE EXPENSES	213,403	240,973	173,944
TOTAL TENANT SERVICES EXPENSES	5,250	6,852	5,850
TOTAL UTILITY EXPENSES	270,410	289,240	212,567
TOTAL MAINTENANCE EXPENSES	351,490	530,937	345,336
TOTAL TAXES & INSURANCE EXPENSES	40,101	11,879	37,137
TOTAL EXPENSES	1,211,182	1,326,157	1,026,772
NET OPERATING INCOME	1,168,588	1,091,095	1,127,661
TOTAL NON-OPERATING EXPENSES	609,633	607,914	607,784
NET INCOME	558,955	483,181	519,877

Unrestricted Properties

- Non-subsidized housing and commercial buildings
- Dayton, Woodside, El Cortez, Helm Home, San Ramon*, Citrus Gardens*, Firebaugh Family*, Sunset Terrace
- Net Income is unrestricted

Revenue

- Income expected to remain flat compared to 2018

Expenses

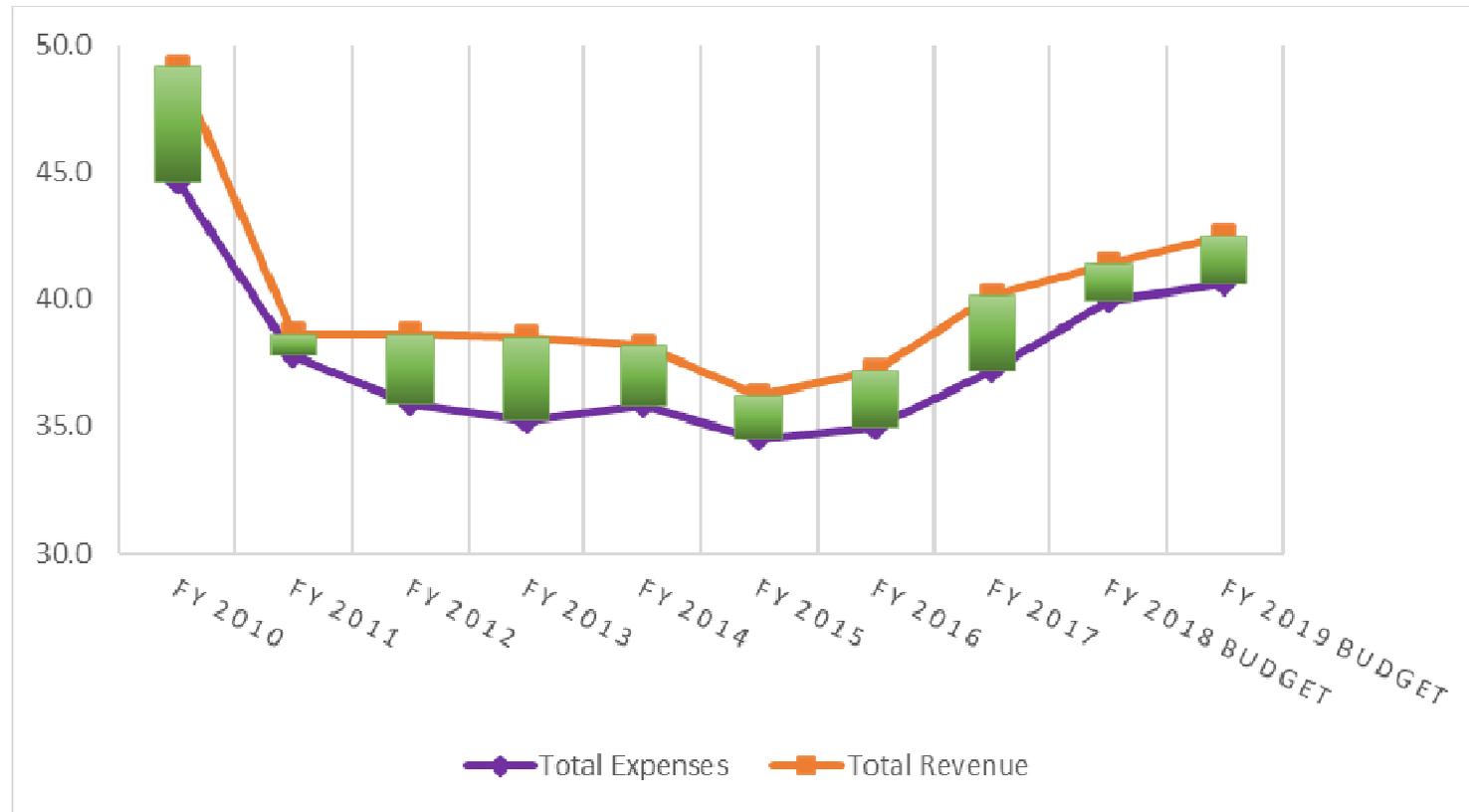
- No budget augmentations related to Agency goals
- Maintenance expenses will be higher in 2019, as planned maintenance at Dayton, Woodside and El Cortez is completed.
- Other expenses remain flat compared to 2018

* 2019 budgets still in progress

Agency-Wide

	2019 Budget						2019 Budget
	Core	Instrumentalities	Planning & Development	Assisted Housing	Housing Management	UP	
NET TENANT INCOME	-	-	-	-	5,035,876	2,122,034	7,157,909
TOTAL INTEREST INCOME	8,000	1,713,000	-	-	-	-	1,721,000
TOTAL OTHER INCOME	841,393	1,350,000	120,000	810,857	8,796	32,400	3,163,446
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,358,311	80,000	-	200,000	-	-	8,638,311
TOTAL DEVELOPER FEE INCOME	-	-	5,019,639	-	-	-	5,019,639
TOTAL HUD GRANT INCOME	-	-	-	11,726,888	4,048,018	-	15,774,907
TOTAL OTHER GRANT INCOME	-	-	-	488,174	555,418	-	1,043,592
TOTAL INCOME	9,207,704	3,143,000	5,139,639	13,225,920	9,648,108	2,154,434	42,518,804
TOTAL PAYROLL EXPENSES	7,152,806	-	1,606,243	7,963,318	2,500,722	251,938	19,475,028
TOTAL ADMINISTRATIVE EXPENSES	3,000,084	322,150	1,416,803	4,559,845	1,745,329	173,944	11,218,155
TOTAL TENANT SERVICES EXPENSES	51,000	-	5,000	2,617,630	346,758	5,850	3,026,238
TOTAL UTILITY EXPENSES	147,044	-	-	76,295	1,739,707	212,567	2,175,613
TOTAL MAINTENANCE EXPENSES	458,580	-	9,000	69,899	1,941,841	345,336	2,824,655
TOTAL TAXES & INSURANCE EXPENSES	42,926	8,900	6,600	7,451	341,957	37,137	444,971
TOTAL EXPENSES	10,852,441	331,050	3,043,646	15,294,438	8,616,313	1,026,772	39,164,659
NET OPERATING INCOME	(1,644,736)	2,811,950	2,095,993	(2,068,518)	1,031,795	1,127,661	3,354,145
TOTAL NON-OPERATING EXPENSES	-	-	-	-	805,527	607,784	1,413,311
NET INCOME	(1,644,736)	2,811,950	2,095,993	(2,068,518)	226,268	519,877	1,940,834
UNRESTRICTED NET INCOME	(1,644,736)	-	2,095,993	(2,068,518)	-	519,877	(1,097,384)

Historical Revenue & Expenses



*in millions

Agency Unrestricted Reserves

Unrestricted Reserves	\$ Change	Balance
2013 Financial Results	1,570,359	1,570,359
2014 Financial Results	1,368,730	2,939,089
2015 Financial Results	153,228	3,092,317
2016 Financial Results	261,439	3,353,756
2017 Financial Results	920,239	4,273,995
<i>2018 Projected</i>	<i>1,892,874</i>	<i>6,166,869</i>
<i>2019 Budget</i>	<i>(1,097,384)</i>	<i>5,069,485</i>
Total Unrestricted Reserves	5,069,485	

Next Steps

August	<ul style="list-style-type: none">• Review 2018 goals & budget progress• Outline timeline for developing 2019 goals & budget• Provide an update on the Federal budget for 2018 & 2019
September	<ul style="list-style-type: none">• Create opportunities for engagement around goals & budget• Discuss possible 2019 goals at the Board Retreat• Update Boards on community presentations
October	<ul style="list-style-type: none">• Present the first draft of the 2019 goals and operating budget• Receive feedback and update goals and budget
November	<ul style="list-style-type: none">• Second draft of budget and goals presented to the Boards
December	<ul style="list-style-type: none">• Request Boards approval on 2019 goals and operating budgets
January	<ul style="list-style-type: none">• Publish an Executive Summary outlining the goals and the budget



Development Update and Action Items

*Boards of Commissioners Meeting
November 27, 2018*



Presentation Overview

- Kingsburg Senior Village
- Willow/Alluvial
- Plaza Terrace/PSH
- Special Needs Funding
- Action Items:
 - 8a. Orchard Apartments
 - 8b. Mariposa Meadows
 - 8c. Huron Land

Kingsburg Senior Village

- Proposed approx. 48 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
- County HOME program NOFA expected in Dec. 2018
- Potential 1st Round 2019 Tax Credit application



**Kingsburg Senior Village
Aerial (Kingsburg)**

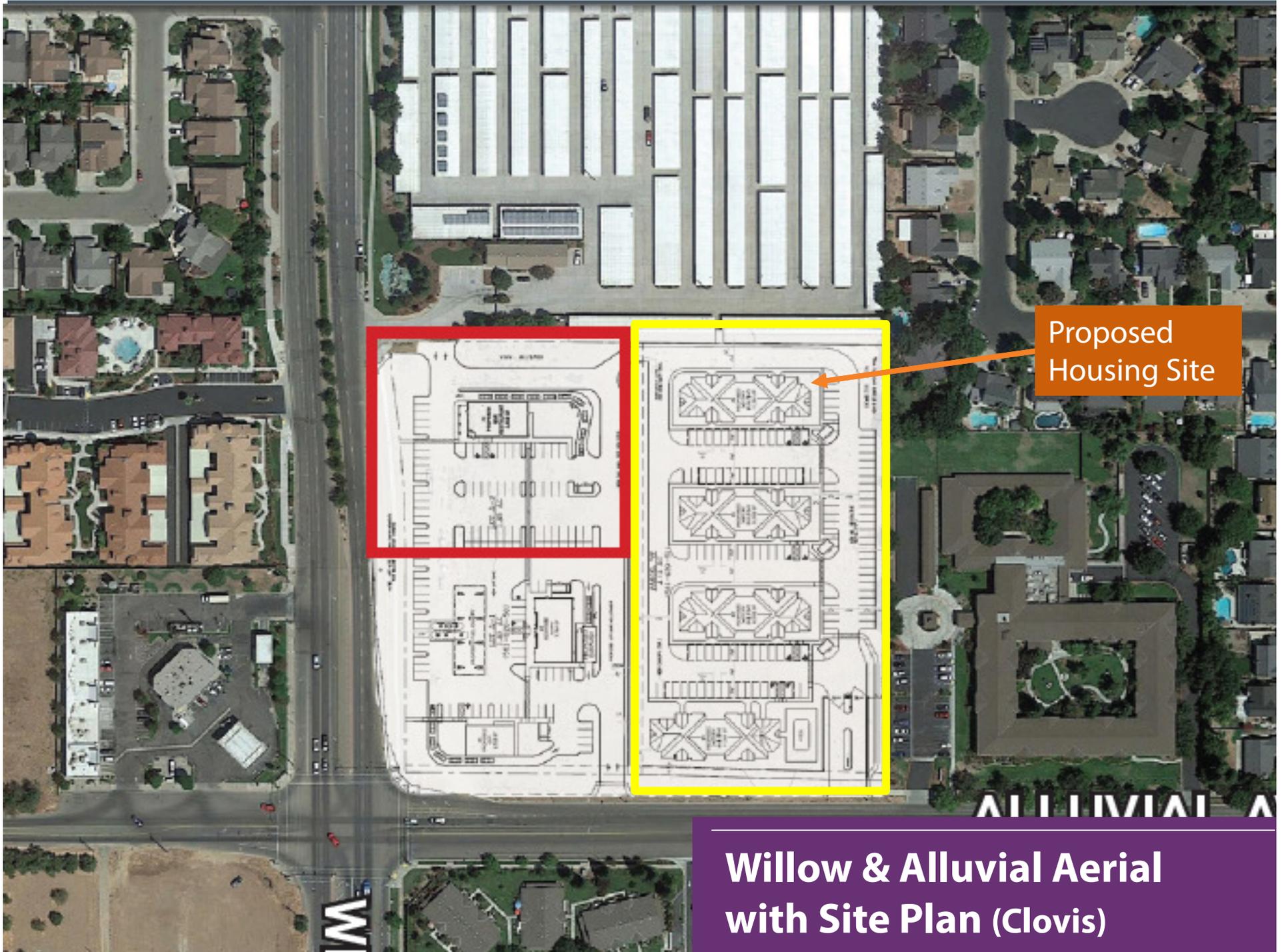
Willow & Alluval (Clovis)

- 3.94 acre parcel of vacant land at the NE corner of Willow and Alluvial Avenues in Clovis, CA
- Site is entitled for the development of up to 60 apartment units
- Purchase and Sale Agreement between Willow Petroleum, LLC and Silvercrest, Inc.
- Design meetings with project Architect and City of Clovis staff has lead to site plan improvements
- Potential 1st Round 2019 Tax Credit application



Proposed
Housing Site

**Willow & Alluvial Aerial
(Clovis)**



Proposed
Housing Site

**Willow & Alluvial Aerial
with Site Plan (Clovis)**

Willow & Alluvial Draft Site Plan (Clovis)



Plaza Terrace (Fresno)

- Property consists of 32 units and is owned by Fresno Housing
- Former location of emergency housing program partnership with County of Fresno DSS
- Potential site for permanent supportive housing in partnership with County of Fresno DBH
- Potential funding applications for No Place Like Home and/or Special Needs Housing Program

Plaza Terrace(Fresno)

32 Two-bedroom units





Plaza Terrace Site (Fresno)



Special Needs Funding

- Special Needs Housing Program (SNHP) - \$6m available
- No Place Like Home (NPLH) – Non-Competitive - \$2m available
- NPLH – Competitive - \$93,525,977 available for split between 11 counties
- Supportive Housing Multifamily Housing Program (SHMHP) - \$77 million (Statewide)

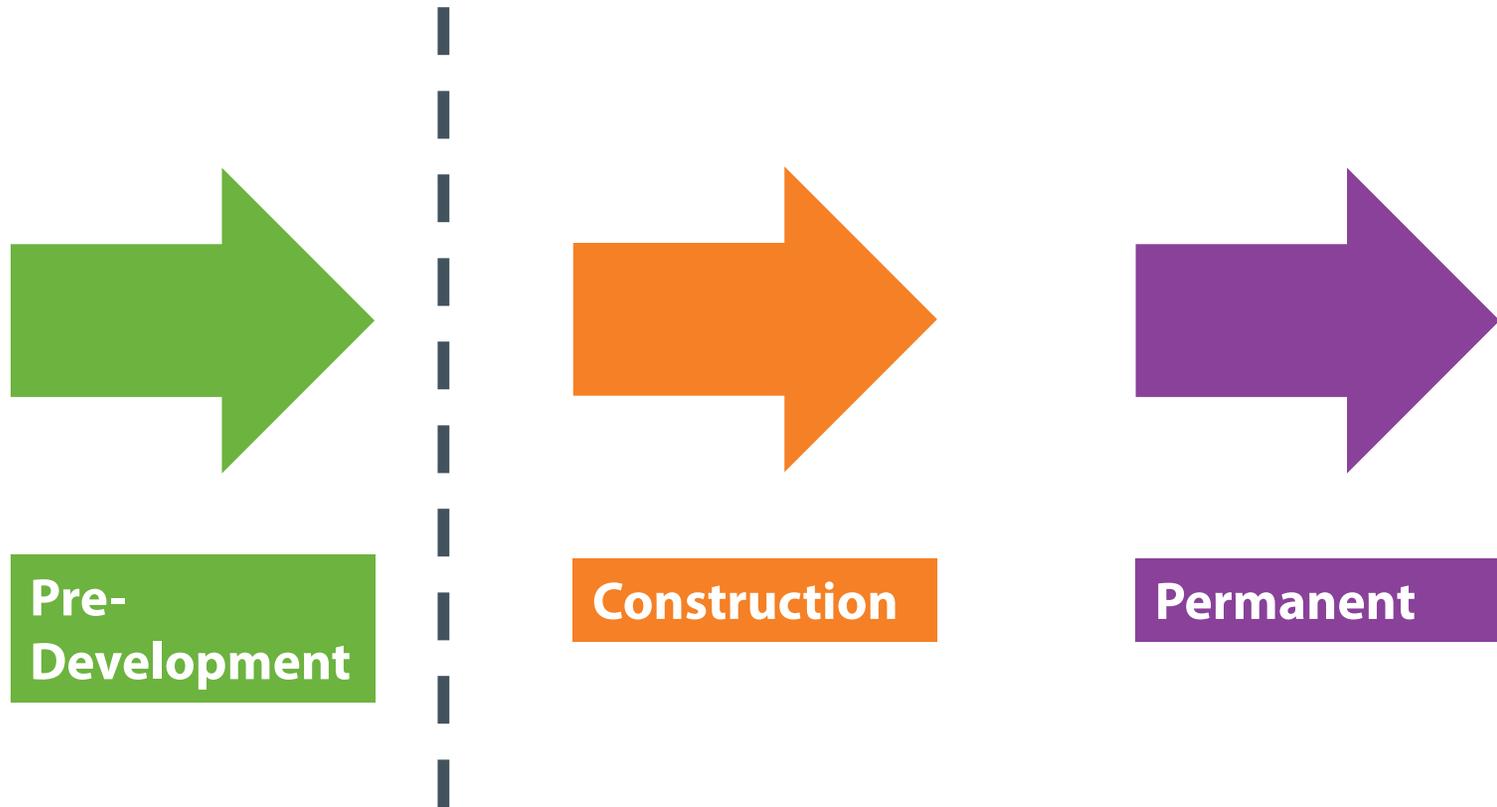


Action Items

8a. Orchard Apartments (Parlier)

- Development fulfills FH's Strategic Priorities as a portfolio conversion of existing affordable housing via USDA/tax credits
- Proposed rehabilitation of 40 existing multifamily housing units with a new construction community room, onsite management office, computer lab, and onsite laundry facilities
- Low-Income Housing Tax Credit (LIHTC) award was accepted at the September 2018 Board meeting
- Closing expected in March 2019
- *Action: authorize request for HRFC funding commitment for pre-development costs*

Orchard Apartments Sources (Parlier)



Orchard Apartments Sources & Uses

Orchard Apartments Pro Forma

Development Sources and Uses		
Sources of Funds	Construction Sources	Permanent Sources
Bank Permanent Loan	\$ -	\$ 1,481,614
USDA Permanent Loan	\$ -	\$ 16,990
Construction Loan	\$ 8,077,666	\$ -
State Tax Credit Equity	\$ -	\$ 2,011,605
Federal Tax Credit	\$ 1,307,685	\$ 6,704,679
Costs Deferred Until Conversion	\$ 829,537	\$ -
FH Partial Donation of Land/Buildings	\$ 1,683,010	\$ 1,683,010
GP Contribution	\$ 100	\$ 100
Total Sources of Funds	\$ 11,897,998	\$11,897,998
Uses of Funds		Amount
Land/Building Acquisition Costs	\$ 3,200,000	\$ 3,200,000
Construction Costs	\$ 3,989,018	\$ 3,989,018
Contingencies	\$ 398,902	\$ 398,902
Permits/Impact Fees/etc.	\$ 65,000	\$ 65,000
Professional Fees	\$ 543,000	\$ 543,000
Relocation	\$ 900,000	\$ 900,000
Loan Fees and other Soft Costs	\$ 1,669,857	\$ 1,669,857
Reserves	\$ 160,431	\$ 160,431
Developer Fee	\$ 971,790	\$ 971,790
Total Uses of Funds	\$ 11,897,998	\$ 11,897,998

**Draft budget as of 9/7/2018*



Orchard Farm Labor Housing Aerial (Parlier)

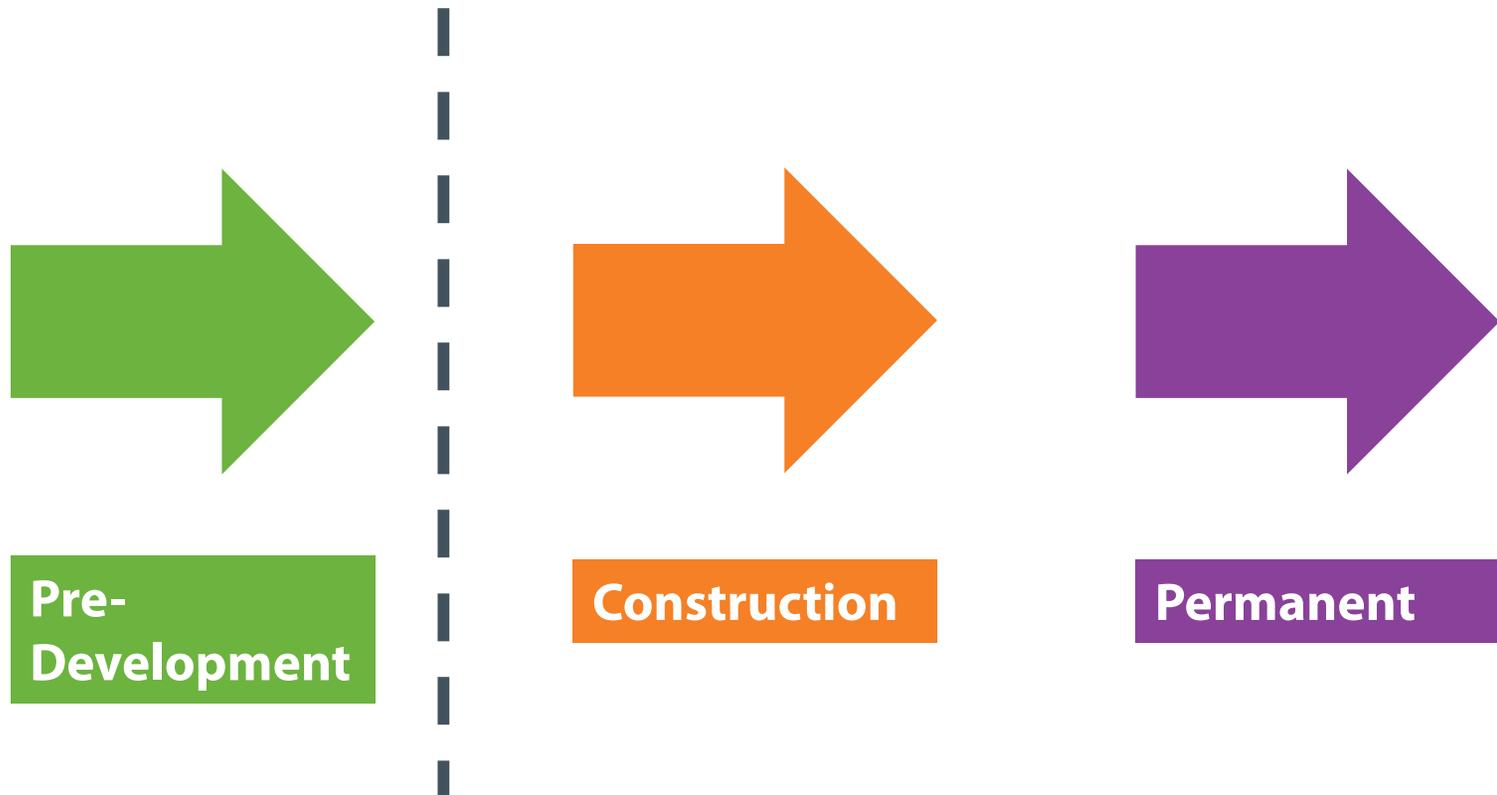


Orchard Farm Labor Housing Site (Parlier)

8b. Mariposa Meadows (Fresno)

- Development fulfills FH's Strategic Priorities as a portfolio conversion of existing affordable housing via USDA/tax credits
- Proposed rehabilitation of 40 existing multifamily housing units, added community building and upgrade of onsite laundry facilities and common areas
- Low-Income Housing Tax Credit (LIHTC) award was accepted at the September 2018 Board meeting
- Closing expected in March 2019
- *Action: authorize request for HRFC funding commitment for pre-development costs*

Mariposa Meadows Sources (Fresno)



Mariposa Meadows Sources & Uses

Mariposa Meadows Pro Forma

Development Sources and Uses		
Sources of Funds	Construction Sources	Permanent Sources
USDA Permanent Loan	\$ 276,130	\$ 276,130
Construction Loan	\$ 6,836,314	\$ -
Federal LIHTC Equity	\$ 818,583	\$ 8,185,828
Deferred Developer Fee	\$ 388,263	\$ 388,263
Costs Deferred Until Conversion	\$ 530,931	\$ -
FH Donation of Land/Buildings	\$ 3,073,870	\$ 3,073,870
GP Contribution	\$ 100	\$ 100
Total Sources of Funds	\$ 11,924,191	\$ 11,924,191
Uses of Funds		Amount
Construction Costs	\$ 3,832,542	\$ 3,832,542
Land/Buildings Acquisition Costs	\$ 3,350,000	\$ 3,350,000
Contingencies	\$ 383,254	\$ 383,254
Permits/Impact Fees/etc.	\$ 100,000	\$ 100,000
Professional Fees	\$ 435,000	\$ 435,000
Relocation	\$ 900,000	\$ 900,000
Loan Fees and other Soft Costs	\$ 1,799,201	\$ 1,799,201
Reserves	\$ 202,306	\$ 202,306
Developer Fee	\$ 921,888	\$ 921,888
Total Uses of Funds	\$ 11,924,191	\$ 11,924,191

*Draft as of 9/7/2018



**Mariposa Meadows Farm
Labor Housing Aerial
(Fresno)**



**Mariposa Meadows Farm
Labor Housing (Fresno)**

Google

8c. Huron Land

- This project satisfies the Strategic Priorities of new construction and conversion of existing units utilizing RAD
- Potential new construction of 50-80 units and approx. 3,500 sq.ft. of commercial/civic space
- The property is currently owned by the City of Huron, the P&S Agreement proposes acquisition for \$1 and waived impact fees
- Potential for residents from older Huron LIPH units to transfer their assistance to these new construction units
- Potential 1st Round 2019 Tax Credit application
- *Action: approval to enter into a conditional Purchase and Sale Agreement with the RDA Successor Agency to the City of Huron*



Subject Parcel

Huron Apartments

Parkside Apartments

Cazares Terrace

Huron Properties Aerial (Huron)

BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall

Fresno, California 93721

TTY (800) 735-2929

www.fresnohousing.org

AMENDED

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: November 27, 2018

BOARD MEETING: Nov 27, 2018

AGENDA ITEM: 7d

AUTHOR: Angie Nguyen

SUBJECT: Boys & Girls Clubs of Fresno Agreement 2019

Executive Summary

Fresno Housing (FH) and Boys & Girls Clubs of Fresno County (B&GC) has had a long partnership in provision of educational, social, recreational and character building services to youth and their families in public housing. B&GC currently provides after-school programming and youth development services in or near the following FH County residential communities: Del Rey, Firebaugh, Huron, Mendota, Orange Cove, Parlier, Pinedale, Reedley and Sanger. In the City, B&GC in East, West, Central and South Fresno, including Clovis are available for services to youth and their families.

FH allocates financial support to B&GC to support activities made available to FH public housing youth and families. Beginning in 2017, FH worked collaboratively with B&GC to create Work Plan Agreements; detailing performance expectations of B&GC activities and participation of FH youth and families. Activities are in the realms of Education, Wage Progression and Health and Wellness. At the October 2018 Board of Commissioners meeting, B&GC staff presented outcomes of their efforts, where results were, for the most part, either close to or above stated goals.

Similar Work Plans will be completed by January 1, 2019 and reflect the Boards' direction to include more impactful outcomes.

The information provided below includes both the Fresno Housing Authority commitments and the agreements with the Limited Partnerships (LPs). The LP commitments are not part of the overall agency budget, however, the information is included to provide a full scope of contracted services to the B&GC.

Funding

The following table outlines the two (2) current FY2018 agreements and the two (2) proposed FY2019 agreements directly between the Fresno Housing Authority and Boys & Girls Clubs of Fresno County. The fourth column denotes the differential between the FY2018 and FY2019 contracts that will be shifted to the Limited Partnerships (LPs).

Contract	2018 Amount	2019 Amount	Change from 2018
City	\$69,723	\$57,173	-\$12,550*
County	\$246,509	\$187,347	-\$59,162*
TOTAL	\$316,232	\$244,520	-\$71,712*

*the difference noted will be reflected in the LP agreements below.

The following table lists some of the Limited Partnerships that will also support the Boys & Girls Clubs of Fresno County through separate agreements in FY2019.

Contract	Amount Total
Mendota RAD	
Orange Cove RAD	
Southeast Fresno RAD	
Viking Village RAD	
Yosemite Village, LP	
Blossom Trail, LP	
Oak Grove, LP	
TOTAL	\$113,872

The table below lists the grand total in agreements between Fresno Housing, the Limited Partnerships, and the Boys & Girls Clubs of Fresno County.

Contract	Amount Total
City	\$57,173
County	\$187,347
Limited Partnerships	\$113,872
GRAND TOTAL	\$358,392

Analysis of data provided by the B&GC and our current available resources determined that it was necessary to shift funding sources in order to continue to support the B&GC in providing valuable

resources to our residents. Although there is a reduction in the Fresno Housing public funds commitment, the difference is shifted to its affiliates and Limited Partnerships.

Sources of Funding

County LIPH Operating Funds and/or Reserves	City LIPH Operating Funds and/or Reserves	Limited Partnerships
Del Rey	Sequoia Courts	Orange Cove, RAD, LP
Huron	Sequoia Courts Terrace	Mendota RAD, LP
Pinedale	Fairview Heights Terrace	Viking Village RAD, LP
Reedley	Sierra Plaza	Southeast Fresno RAD, LP
Firebaugh	DeSoto Gardens	Blossom Trail, LP
Sanger		Oak Grove, LP
		Yosemite Village, LP

Recommendation

It is recommended the Board of Commissioners of the Housing Authority of the City of Fresno and the Board of Commissioners of the Housing Authority of Fresno County adopt the attached resolutions authorizing (a) execution of Service Agreements between FH and B&GC for the amounts noted above for 2019. Said agreements will include but not be limited to operating terms of January 1, 2019 to December 31, 2019 and work plans with goals and outcomes aligning to FH priorities of Education, Wage Progression and Health and Wellness.

Fiscal Impact

Low Income Housing Program Operating Funds and Limited Partnerships as stated above support the contracted amounts.

Background Information

B&GC is a well-respected nonprofit in the Fresno community providing the promotion of youth excellence in education and citizenship and prevention of risky behaviors; FH has enjoyed a long partnership with the organization. Nationally, B&GC have found success in their National Youth Outcomes Initiative, based on the philosophy that a positive Club experience leads to academic success, good character and citizenship and healthy lifestyles. Locally, B&GC follows this model with similar successful outcomes. FH and B&GC staff will complete work Plan Agreements for 2019 by January 1, 2019; with the goal of increasing FH youth and family participation and increasing opportunities for partnership with other providers, including but not limited to school districts.



Boys & Girls Clubs Contract Renewals

November 27, 2018

Board of Commissioners Meeting

By Angie Nguyen, Chief of Staff



Summary

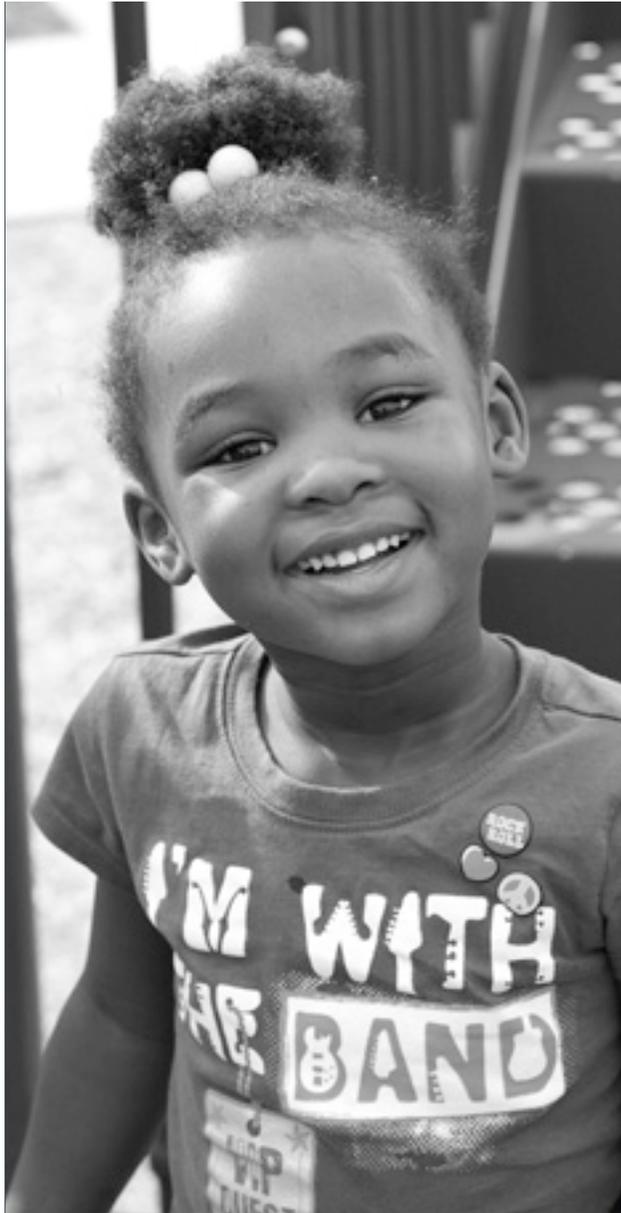
- Funding FY2018
- Proposed Renewal Contracts for FY2019
- 2019 Procurement
- Request Approval

FY2018 Funding

- The 2018 BCG Contracts are a combined total of \$358,392.
- These contracts include funding from both the City and County Housing Authorities, as well as several Limited Partnership budgets.

FY2019 Contracts and Process

- The total proposed 2019 contracts for the BGC will be \$358,392.
 - City Housing Authority: \$57,173
 - County Housing Authority: \$187,347
 - Limited Partnership Budgets: \$113,872
- Procurement for 2019



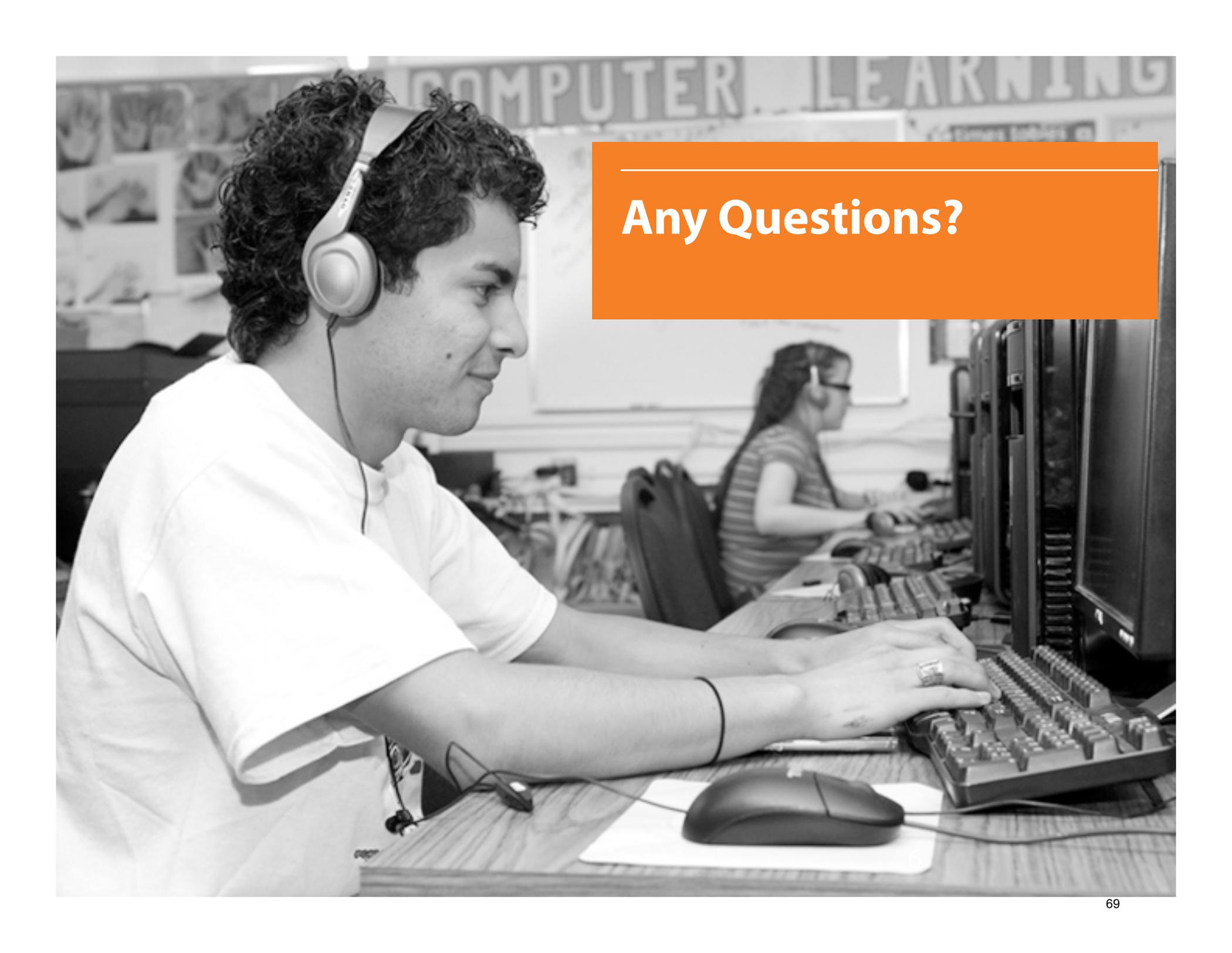
Staff Recommendation

It is the staff recommendation and request that the Boards approve the contracts for comprehensive youth services with the Boys & Girls Clubs of Fresno County according to the following contracted amounts:

City: \$57,173

County: \$187,347

Grand Total of contracts with Fresno Housing Authority: \$244,520



Any Questions?