



Board of Commissioners Meeting

December 15, 2020

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 Fresno Housing

5:00pm - December 15, 2020 – Per Executive Order N-25-20, which allows local and state legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, this Board Meeting will be held via conference call and can be accessed as follows:

To join via Zoom: <https://bit.ly/BoardMeeting12152020>

**To join via teleconference, call: (669) 900-6833. Meeting ID: 953 6596 9697.
Password: 957538.**

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. Please email your request to speak to executiveoffice@fresnohousing.org.

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

5pm

1. **Call to Order and Roll Call**

2. **Approval of agenda as posted (or amended)**

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

3. **Public Comment**

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

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

5. **Recognition of Reverend Reuben A. Scott**

6. **County: Election of the Board Chair and Vice Chair for 2021-2022 Biennial**

7. **Consent Agenda**

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

a. Consideration of the Minutes of November 17, 2020	5
b. Consideration of the Renewal of the Legal Services Contract – General Counsel	11
c. Consideration of the Renewal of the Legal Services Contract – Human Resources	14
d. Consideration of the Renewal of the Legal Services Contract – Federal and State of California Matters	18
e. Consideration of the Renewal of the Legal Services Contract – Affordable Housing Development	22
f. Consideration of the Renewal of the Legal Services Contract – Unlawful Detainers	26
g. Consideration of Approval of the Audit Services Contract	30
h. Consideration of Property Management and Resident Services Contract – Motel 99, Welcome Inn and Days Inn	34
i. Consideration of the Lactation Accommodation Policy	60
j. Consideration of Property Sale – 844 S. Chance	66

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k. Consideration of the Omnibus Resolution – Alegre Commons	70
l. Consideration of Application Submission – Moving to Work Program	96
8. PUBLIC HEARING	
2021 City and County Public Housing Agency Annual Plans	
9. Action	
a. Consideration of 2021 Budgets for Agency Operating and Housing Assistance Payments	111
b. Consideration of the 2021 City and County PHA Annual Plans	118
c. Ratification of the Amendment to the Memorandum of Understanding - SEIU Local 521	120
10. Commissioners’ Report	
a. Board Retreat Discussion	
11. Executive Director’s Report	126
12. Closed Session	
a. PUBLIC EMPLOYEE EVALUATION Title: CEO	
13. Report on Closed Session Matters	
14. Action	
a. Consideration of the CEO Compensation	
15. Adjournment	

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

Tuesday, November 17, 2020

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, November 17, 2020, via teleconference.

1. The regular meeting was called to order at 5:06 p.m. by Board Chair, Commissioner Jones, of the Board of Commissioners of the Housing Authority of the City of Fresno. Roll call was taken and the Commissioners present and absent were as follows:

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

ABSENT: None.

The regular meeting was called to order at 5:06 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
 Joey Fuentes
 Cary Catalano
 Nikki Henry
 Valori Gallaher

ABSENT: Edugiben Ortiz

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)

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

MOTION PASSED: 5-0

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

MOTION PASSED: 4-0

3. PUBLIC COMMENT

There were no public comments at this time.

4. POTENTIAL CONFLICTS OF INTEREST

There were no potential conflicts of interest presented at this time.

*Commissioner Williams joined the meeting at 5:11 pm.

5. NOMINATION FOR CHAIR AND VICE-CHAIR: COUNTY COMMISSION

Commissioner Catalano nominated Commissioner Henry for Vice Chair.

Commissioner Fuentes nominated himself for Vice Chair.

Commissioner Henry nominated Commissioner Catalano for Chair.

Commissioner Fuentes nominated Commissioner Sablan for Chair.

Commissioner Catalano stated for the record that he is disappointed that there was not a vote for a temporary Vice Chair position.

6. CONSENT AGENDA

- a. Consideration of the Minutes of October 20, 2020 and October 27, 2020
- b. Consideration of the Amended Investment Policy
- c. Consideration of Rental Assistance Demonstration (RAD) Application – Parc Grove Commons II

- d. Consideration of the Ratification of the Application to HUD – U.S. Department of Veterans Affairs Supportive Housing Program
- e. Consideration of Land Sale for the Southwest Fresno Trail (TCC) Project

*Commissioner Vaillancourt joined the meeting at 5:15 pm.

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Henry to approve the consent agenda item.*

MOTION PASSED: 5-0

CITY MOTION: *Commissioner Yanez moved, seconded by Commissioner Williams to approve the consent agenda item.*

MOTION PASSED: 6-0

7. INFORMATIONAL

- a. Overview of Draft 2021 Agency Budget and Strategic Goals
Emily De La Guerra, Director of Finance and Administration, presented on this item.
- b. Housing Relinquished Fund Corporation Update
Emily De La Guerra, Director of Finance and Administration, presented on this item.
- c. Update on Moving to Work Program Demonstration & Application
Emily De La Guerra, Director of Finance and Administration, presented on this item.

8. PUBLIC HEARING – Moving to Work Program There were no public comments at this time.

9. ACTION

- a. Consideration of Omnibus Resolution for HomeKey Project – Motel 99

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Fuentes to approve the Omnibus Resolution for Homekey Project – Motel 99.*

MOTION PASSED: 5-0

CITY MOTION: *Commissioner Christensen moved, seconded by Commissioner Vaillancourt to approve the Omnibus Resolution for Homekey Project – Motel 99.*

MOTION PASSED: 6-0

- b. Consideration of Omnibus Resolution for HomeKey Project – Days Inn

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Catalano to approve the Omnibus Resolution for Homekey Project – Days Inn.*

MOTION PASSED: 5-0

CITY MOTION: *Commissioner Christensen moved, seconded by Commissioner Williams to approve the Omnibus Resolution for Homekey Project – Days Inn.*

MOTION PASSED: 6-0

- c. Consideration of Omnibus Resolution for HomeKey Project – Parkside

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Gallaher to approve the Omnibus Resolution for Homekey Project – Parkside.*

MOTION PASSED: 5-0

CITY MOTION: *Commissioner Yanez moved, seconded by Commissioner Vaillancourt to approve the Omnibus Resolution for Homekey Project – Parkside.*

MOTION PASSED: 6-0

- d. Consideration of Omnibus Resolution for HomeKey Project – Welcome Inn

COUNTY MOTION: *Commissioner Gallaher moved, seconded by Commissioner Fuentes to approve the Omnibus Resolution for Homekey Project – Welcome Inn.*

MOTION PASSED: 5-0

CITY MOTION: *Commissioner Vaillancourt moved, seconded by Commissioner Williams to approve the Omnibus Resolution for Homekey Project – Welcome Inn.*

MOTION PASSED: 6-0

- e. Consideration of Five-Year Operations Guarantee- Homekey Properties

COUNTY MOTION: Commissioner Gallaher moved, seconded by Commissioner Henry to approve the Five-Year Operations Guarantee- Homekey Properties.

MOTION PASSED: 5-0

CITY MOTION: Commissioner Christensen moved, seconded by Commissioner Williams to approve the Five-Year Operations Guarantee- Homekey Properties.

MOTION PASSED: 6-0

f. Consideration of Pre-development Funding – HomeKey Properties

COUNTY MOTION: Commissioner Fuentes moved, seconded by Commissioner Catalano to approve the pre-development Funding – Homekey Properties.

MOTION PASSED: 5-0

CITY MOTION: Commissioner Christensen moved, seconded by Commissioner Williams to approve the pre-development Funding – Homekey Properties.

MOTION PASSED: 6-0

10. COMMISSIONERS' REPORT

Commissioner Sablan:

- She asked the Board to think of a date in January for a zoom retreat regarding the strategic priorities planning.

Commissioner Brusseau:

- She requested more information on the broadband capabilities of Fresno Housing's residents and how that is managed.

11. EXECUTIVE DIRECTOR'S REPORT

- Fresno Housing has been awarded with the Design Challenge – HUD, in the Firebaugh area.
- Fresno Housing has been awarded with the National NAHRO Award of Excellence – Renaissance Parc Grove.

12. CLOSED SESSION

The Board of Commissioners entered closed session at approximately 7:20 pm.

- a. PUBLIC EMPLOYEE EVALUATION
Title: CEO
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: 36010 S. Lassen Ave., Huron, CA 93234
(APN: 075-110-16S)
Agency negotiator: Preston Prince
Negotiating parties: Fresno Housing Authority; Patel Avni
Under negotiation: Price and Terms
- c. CONFERENCE WITH LABOR NEGOTIATORS (§54957.6)
Agency designated representatives: Angie Nguyen, Hilda Reeves,
Aysha Hills, Summer Nunes and Emily De La Guerra
- d. PUBLIC EMPLOYEE EVALUATION
Title: CEO

13. REPORT ON CLOSED SESSION ITEMS

The Boards of Commissioners returned to open session at approximately 9:35 pm.

Commissioner Sablan announced that there was nothing to report from closed session.

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 9:36 p.m.

Preston Prince, Secretary to the Boards of Commissioners

BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall

Fresno, California 93721

TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority
FROM: Preston Prince
CEO/Executive Director

DATE: December 10, 2020

BOARD MEETING: December 15, 2020

AGENDA ITEM: 7b

AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Contract Renewal for General Legal Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioner's to renew the contract with Baker, Manock and Jensen PC for General Legal Services. The original term of this contract was January 1, 2019 to December 31, 2019, with the option to renew the contract for four (4) additional, one-year terms for a total potential contract period of five years. The term pertaining to this option renewal is January 1, 2021 to December 31, 2021. This is the second available option, with two renewals remaining.

Fiscal Impact

The contract with Baker, Manock, and Jensen PC includes an annual limit of \$300,000. The 2021 Agency Operations and Mixed Finance Budgets includes funding for this contract.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the renewal of the contract with Baker, Manock, and Jensen PC, for a term of January 1, 2021 to December 31, 2021 and an amount not to exceed \$300,000.

Background Information

In June 2018, the Agency published a Request for Proposals (RFP) to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from nine legal firms (both local and national) for General Legal Services. After proposals were evaluated by a team of Agency staff from a variety of departments, members of the Boards of Commissioners and the Agency's Executive staff conducted interviews with the three firms determined to be in a competitive scoring range. Final scoring was completed after the interview process and Baker, Manock, and Jensen PC was determined to be the highest scoring proposer based on the published evaluation factors. Said contract was originally approved by the Board of Commissioners on December 18, 2018. As such, the Agency is requesting approval from the Boards of Commissioners to approve the second option renewal of the contract with Baker, Manock, and Jensen PC for General Legal Services.

RESOLUTION NO. _____

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

RESOLUTION APPROVING THE OPTION RENEWAL OF THE CONTRACT FOR
GENERAL LEGAL SERVICES

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") has solicited proposals from qualified law firms relating to general legal services; and

WHEREAS, Baker, Manock, & Jensen PC was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to renew the contract with Baker, Manock, & Jensen PC for general legal services for one year, beginning January 1, 2021, for an annual amount not to exceed \$300,000; and

WHEREAS, the term of said contract will expire December 31, 2021, with the option to extend the contract for two additional one year terms, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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/CEO, or his designee, to execute the second option renewal for the contract for general legal services with Baker, Manock, & Jensen PC and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2020. I, the undersigned, herby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE COUNTY OF FRESNO

**RESOLUTION APPROVING THE OPTION RENEWAL OF THE CONTRACT FOR
GENERAL LEGAL SERVICES**

WHEREAS, the Housing Authority of Fresno County (the "Agency") has solicited proposals from qualified law firms relating to general legal services; and

WHEREAS, Baker, Manock, & Jensen PC was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to renew the contract with Baker, Manock, & Jensen PC for general legal services for one year, beginning January 1, 2021, for an annual amount not to exceed \$300,000; and

WHEREAS, the term of said contract will expire December 31, 2021, with the option to extend the contract for two additional one year terms, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the Fresno County do hereby authorize the Executive Director/CEO, or his designee, to execute the second option renewal for the contract for general legal services with Baker, Manock, & Jensen PC and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2020. 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

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Fresno, California 93721
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www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority
FROM: Preston Prince
CEO/Executive Director

DATE: December 10, 2020

BOARD MEETING: December 15, 2020

AGENDA ITEM: 7c

AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Contract Renewal for Human Resources Legal Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioner's to renew the contract with Atkinson, Anderson, Loya, Ruud, & Romo ("AALRR") for Human Resources Legal Services. The original term of said contract is January 1, 2019 to December 31, 2019, with the option to renew the contract for four (4) additional, one-year terms for a total potential contract period of five years. The term pertaining to this option renewal is January 1, 2021 to December 31, 2021. This is the second available option, with two renewals remaining.

Fiscal Impact

Based on an independent cost estimate and the projected needs of the organization, the contract with AALRR includes an annual amount not to exceed \$150,000. The 2021 Agency Operations Budget includes funding for this contract.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the renewal of the contract with AALRR for a term of January 1, 2021 to December 31, 2021 and an amount not to exceed \$150,000.

Background Information

In June 2018, the Agency published a Request for Proposals (RFP) to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from ten legal firms (both local and national) for Human Resources Legal Services. After proposals were evaluated by a team of Agency staff from a variety of departments, members of the Boards of Commissioners and the Agency's Executive staff conducted interviews with the three firms determined to be in a competitive scoring range. Final scoring was completed after the interview process and AALRR was determined to be the highest scoring proposer based on the published evaluation factors. Said contract was originally approved by the Board of Commissioners on December 18, 2018. As such, the Agency is

requesting approval from the Boards of Commissioners to approve the second option renewal of the contract with AALRR for Human Resources Legal Services.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE OPTION RENEWAL OF THE CONTRACT FOR
HUMAN RESOURCES LEGAL SERVICES**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") has solicited proposals from qualified law firms relating to human resources legal services; and

WHEREAS, Atkinson, Anderson, Loya, Ruud, & Romo ("AALRR") was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to renew the contract with AALRR for human resources legal services for one year, beginning January 1, 2021, for an annual amount not to exceed \$150,000; and

WHEREAS, the term of said contract will expire December 31, 2021, with the option to extend the contract for two additional one year terms, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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/CEO, or his designee, to execute the second option renewal for the contract for human resources legal services with AALRR and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2020. 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 OPTION RENEWAL OF THE CONTRACT FOR
HUMAN RESOURCES LEGAL SERVICES

WHEREAS, the Housing Authority of Fresno County (the "Agency") has solicited proposals from qualified law firms relating to human resources legal services; and

WHEREAS, Atkinson, Anderson, Loya, Ruud, & Romo ("AALRR") was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to renew the contract with AALRR for human resources legal services for one year, beginning January 1, 2021, for an annual amount not to exceed \$150,000; and

WHEREAS, the term of said contract will expire December 31, 2021, with the option to extend the contract for two additional one year terms, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize the Executive Director/CEO, or his designee, to execute the second option renewal for the contract for human resources legal services with AALRR and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2020. 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: December 10, 2020

BOARD MEETING: December 15, 2020

AGENDA ITEM: 7d

AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Contract Renewal for HUD, USDA, HCD, and other Federal and States Legal Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioner's to renew the contract with Ballard Spahr, LLP for legal services pertaining to HUD, USDA, HCD, and other Federal and State matters. The original term of said contract is January 1, 2019 to December 31, 2019, with the option to renew the contract for four (4) additional, one-year terms for a total potential contract period of five years. The term pertaining to this option renewal is January 1, 2021 to December 31, 2021. This is the second available option, with two renewals remaining.

Fiscal Impact

Based on an independent cost estimate and the projected needs of the organization, the contract with Ballard Spahr, LLP includes an annual amount not to exceed \$50,000. The 2021 Agency Operations and Mixed Finance Budgets includes funding for this contract.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the renewal of the contract with Ballard Spahr, LLP for a term of January 1, 2021 to December 31, 2021 and an amount not to exceed \$50,000.

Background Information

In June 2018, the Agency published a Request for Proposals (RFP) to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from eight legal firms (both local and national) HUD, USDA, HCD, and other Federal and State Legal Services. After proposals were evaluated by a team of Agency staff from a variety of departments, members of the Boards of Commissioners and the Agency's Executive staff conducted interviews with the two firms determined to be in a competitive scoring range. Final scoring was completed after the interview process and Ballard Spahr, LLP was determined to be the highest scoring proposer based on the published evaluation factors. Said contract was originally approved by the Board of Commissioners on

December 18, 2018. As such, the Agency is requesting approval from the Boards of Commissioners to approve the second option renewal of the contract with Ballard Spahr, LLP for HUD, USDA, HCD, and other Federal and State Legal Services.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE OPTION RENEWAL OF THE CONTRACT FOR HUD,
USDA, HCD, AND OTHER FEDERAL AND STATE LEGAL SERVICES**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") has solicited proposals from qualified law firms for legal services pertaining to HUD, USDA, HCD, and other Federal and State matters; and

WHEREAS, Ballard Spahr, LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to renew contract with Ballard Spahr, LLP for HUD, USDA, HCD, and other Federal and State Legal Services for one year, beginning January 1, 2021, for an annual amount not to exceed \$50,000; and

WHEREAS, the term of said contract will expire December 31, 2021, with the option to extend the contract for two additional one year terms, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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/CEO, or his designee, to execute the second option renewal for the contract for HUD, USDA, HCD, and other Federal and State Legal Services with Ballard Spahr, LLP and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2020. 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 OPTION RENEWAL OF THE CONTRACT FOR HUD,
USDA, HCD, AND OTHER FEDERAL AND STATE LEGAL SERVICES

WHEREAS, the Housing Authority of Fresno County (the "Agency") has solicited proposals from qualified law firms for legal services pertaining to HUD, USDA, HCD, and other Federal and State matters; and

WHEREAS, Ballard Spahr, LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to renew the contract with Ballard Spahr, LLP for HUD, USDA, HCD, and other Federal and State Legal Services for one year, beginning January 1, 2021, for an annual amount not to exceed \$50,000; and

WHEREAS, the term of said contract will expire December 31, 2021, with the option to extend the contract for two additional one year terms, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize the Executive Director/CEO, or his designee, to execute the second option renewal for the contract for HUD, USDA, HCD, and other Federal and State Legal Services with Ballard Spahr, LLP and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2020. 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: December 10, 2020

BOARD MEETING: December 15, 2020

AGENDA ITEM: 7e

AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Contract Renewal for Affordable Housing
 Development Legal Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to renew the contract with Ballard Spahr, LLP for legal services pertaining to the development of affordable housing. The original term of said contract was January 1, 2019 to December 31, 2019, with the option to renew the contract for four (4) additional, one-year terms for a total potential contract period of five years. The term pertaining to this option renewal is January 1, 2021 to December 31, 2021. This is the second available option, with two renewals remaining.

Fiscal Impact

The contract with Ballard Spahr, LLP includes an annual limit of \$600,000. These costs will be paid by project-specific construction financing related to the development of the affordable housing.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the renewal of the contract with Ballard Spahr, LLP for a term of January 1, 2021 to December 31, 2021 and an amount not to exceed \$600,000.

Background Information

In June 2018, the Agency published a Request for Proposals (RFP) to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from nine legal firms (both local and national) for Development of Affordable Housing Legal Services. After proposals were evaluated by a team of Agency staff from a variety of departments, members of the Boards of Commissioners and the Agency's Executive staff conducted interviews with the two firms determined to be in a competitive scoring range. Final scoring was completed after the interview process and Ballard Spahr, LLP was determined to be the highest scoring proposer based on the published evaluation factors. Said contract was originally approved by the Board of Commissioners on December 18, 2018. As such, the Agency is requesting approval from the Boards of Commissioners

to approve the second option renewal of the contract with Ballard Spahr, LLP for Development of Affordable Housing Legal Services.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION APPROVING THE OPTION RENEWAL OF THE CONTRACT FOR
AFFORDABLE HOUSING DEVELOPMENT LEGAL SERVICES**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") has solicited proposals from qualified law firms for legal services pertaining to the development of affordable housing; and

WHEREAS, Ballard Spahr, LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to renew the contract with Ballard Spahr, LLP for affordable housing development legal services for one year, beginning January 1, 2021, for an annual amount not to exceed \$600,000; and

WHEREAS, the term of said contract will expire December 31, 2021, with the option to extend the contract for two additional one year terms, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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/CEO, or his designee, to execute the second option renewal for the contract for affordable housing development legal services with Ballard Spahr, LLP and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2020. I, the undersigned, herby 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 OPTION RENEWAL OF THE CONTRACT FOR
AFFORDABLE HOUSING DEVELOPMENT LEGAL SERVICES**

WHEREAS, the Housing Authority of Fresno County (the "Agency") has solicited proposals from qualified law firms for legal services pertaining to the development of affordable housing; and

WHEREAS, Ballard Spahr, LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to renew the contract with Ballard Spahr, LLP for affordable housing development legal services for one year, beginning January 1, 2021, for an annual amount not to exceed \$600,000; and

WHEREAS, the term of said contract will expire December 31, 2021, with the option to extend the contract for two additional one year terms, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize the Executive Director/CEO, or his designee, to execute the second option renewal for the contract for affordable housing development legal services with Ballard Spahr, LLP and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2020. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority
FROM: Preston Prince
CEO/Executive Director

DATE: December 10, 2020
BOARD MEETING: December 15, 2020
AGENDA ITEM: 7f
AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Contract Renewal for Unlawful Detainer Legal Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to renew the contract with Steven R. Hrdlicka, Attorney at Law and Baker, Manock, and Jensen PC for Unlawful Detainer Legal Services. The original term of each contract is January 1, 2019 to December 31, 2019, with the option to renew the contract for four (4) additional, one-year terms for a total potential contract period of five years. The term pertaining to these option renewals is January 1, 2021 to December 31, 2021. This is the second available option, with two option renewals remaining. The Agency feels it is advantageous to have two separate contracts for Unlawful Detainers given the specific technical capabilities and experience of each firm, and the overall needs of the organization.

Fiscal Impact

Based on an independent cost estimate and the projected needs of the organization, the contract with Steven R. Hrdlicka, Attorney at Law includes an annual not to exceed amount of \$50,000. The contract with Baker, Manock, and Jensen PC includes an annual amount not to exceed \$25,000. The 2021 Agency Operations and Mixed Finance Budgets includes funding for this contract.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the renewals of the contracts with Steven R. Hrdlicka, Attorney at Law and Baker, Manock, and Jensen PC each for a term of January 1, 2021 to December 31, 2021 for an amount not to exceed \$50,000 and \$25,000, respectively.

Background Information

In June 2018, the Agency published a Request for Proposals (RFP) to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from seven legal firms (both local and national) for Unlawful Detainer Legal Services. After proposals were evaluated by a team of Agency staff from a variety of departments staff conducted interviews with the two firms determined to be

in a competitive scoring range. Final scoring was completed after the interview process and both Steven R. Hrdlicka, Attorney at Law & Baker, Manock, and Jensen PC were determined to be the highest scoring proposers based on the published evaluation factors. Said contracts were originally approved by the Board of Commissioners on December 18, 2018. As such, the Agency is requesting approval from the Boards of Commissioners to approve the second option renewals for contracts with Steven R. Hrdlicka, Attorney at Law & Baker, Manock, and Jensen PC for Unlawful Detainer Legal Services.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION APPROVING THE OPTION RENEWALS OF THE CONTRACTS FOR
UNLAWFUL DETAINER LEGAL SERVICES**

WHEREAS, the Housing Authority of the City of Fresno (the “Agency”) has solicited proposals from qualified law firms relating to unlawful detainer legal services; and

WHEREAS, Baker, Manock, & Jensen PC and Steven R. Hrdlicka, Attorney at Law, were responsive and responsible firms who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to renew the contracts with Baker, Manock, & Jensen PC and Steven R. Hrdlicka, Attorney at Law, for unlawful detainer legal services for one year, beginning January 1, 2021, for an annual amount not to exceed \$25,000 and \$50,000 respectively; and

WHEREAS, the term of said contracts will expire December 31, 2021, with the option to extend the contract for two additional one year terms, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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/CEO, or his designee, to execute the second option renewals for the contracts for unlawful detainer legal services with Baker, Manock, & Jensen PC and Steven R. Hrdlicka, Attorney at Law, and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2020. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

RESOLUTION APPROVING THE OPTION RENEWALS OF THE CONTRACTS FOR
UNLAWFUL DETAINER LEGAL SERVICES

WHEREAS, the Housing Authority of the Fresno County (the “Agency”) has solicited proposals from qualified law firms relating to unlawful detainer legal services; and

WHEREAS, Baker, Manock, & Jensen PC and Steven R. Hrdlicka, Attorney at Law, were responsive and responsible firms who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to renew the contracts with Baker, Manock, & Jensen PC and Steven R. Hrdlicka, Attorney at Law, for unlawful detainer legal services for one year, beginning January 1, 2021, for an annual amount not to exceed \$25,000 and \$50,000 respectively; and

WHEREAS, the term of said contracts will expire December 31, 2021, with the option to extend the contract for two additional one year terms, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize the Executive Director/CEO, or his designee, to execute the second option renewals for the contracts for general legal services with Baker, Manock, & Jensen PC and Steven R. Hrdlicka, Attorney at Law, and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2020. 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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Fresno, California 93721
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#

#

TO: Boards of Commissioners
Fresno Housing
FROM: Preston Prince
CEO/Executive Director

DATE: December 10, 2020
BOARD MEETING: December 15, 2020
AGENDA ITEM: 7g
AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Contract for Independent Audit Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to approve the contract with Cohn Reznick to provide Independent Audit Services for the annual Basic Financial Statement audits of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County, and other instrumentalities. The audits must be performed in accordance with Generally Accepted Auditing Principals (GAAP), the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, OMB Circular A-133, Audits of States, Local Governments, Non-Profit Organizations, and other applicable industry audit guides.

In September 2020, Fresno Housing (FH) published a Request for Proposals (RFP) to solicit proposals from qualified certified public accounting firms to perform the Agency's annual financial statement audits. Solicitation efforts included publication in the Fresno Bee, FH's e-procurement website, and direct calls to potential vendors. The deadline for responses was October 22, 2020 at 4:00pm, and FH received a total of ten proposals from qualified firms.

After a review of the proposals and interviews with FH staff from multiple departments, Cohn Reznick was determined to be the top responsive and responsible bidder, with the price and qualifications that were most advantageous to Fresno Housing. Cohn Reznick was 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. The initial term of the contract will be January 1, 2021 to December 31, 2021, with the option to renew the contract for four, additional one-year terms for a potential contract period of five years.

Recommendation

Staff recommends the Boards of Commissioners adopt a resolution authorizing Preston Prince, CEO/Executive Director, and/or his designee, to enter into contract negotiations and execute the contract for Independent Audit Services for the Agency's annual audits with Cohn Reznick for an amount not to exceed \$728,700 over the five year contract period.

Fiscal Impact

The total fiscal impact of the proposed contract will not exceed \$728,700 over the course of five years. Anticipated contract value per audit year are listed below.

- 2020 Audit: not to exceed \$140,000
- 2021 Audit: not to exceed \$142,800
- 2022 Audit: not to exceed \$145,700
- 2023 Audit: not to exceed \$148,600
- 2024 Audit: not to exceed \$151,600

These amounts will be paid by Fresno Housing, and the contract amount for the 2020 audit is included in the 2021 Operating Budget.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE CONTRACT FOR INDEPENDENT AUDIT SERVICES
FOR THE AGENCY’S ANNUAL AUDITS**

WHEREAS, the Housing Authority of the City of Fresno (the “Agency”) has received proposals from qualified firms to perform independent audit services for the Agency’s annual financial program audits; and

WHEREAS, Cohn Reznick was a responsive and responsible bidder who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the Agency’s procurement guidelines; and

WHEREAS, the Agency desires to enter into a contract with Cohn Reznick for independent audit services the amount of \$728,700 for a total of five years; and

WHEREAS, the initial contract term will be for one year, from January 1, 2021 to December 31, 2021, and the Agency will have the option to renew the contract for four additional one-year terms, for a total contract period of five years;

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/CEO, or his designee, to negotiate and execute the contract for independent audit services with Cohn Reznick and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF December, 2020. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

RESOLUTION APPROVING THE CONTRACT FOR INDEPENDENT AUDIT SERVICES
FOR THE AGENCY'S ANNUAL FINANCIAL PROGRAM AUDITS

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") has received proposals from qualified firms to perform independent audit services for the Agency's annual financial program audits; and

WHEREAS, Cohn Reznick was a responsive and responsible bidder who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the Agency's procurement guidelines; and

WHEREAS, the Agency desires to enter into a contract with Cohn Reznick for independent audit services the amount of \$728,700 for a total of 5 years; and

WHEREAS, the initial contract term will be for one year, from January 1, 2021 to December 31, 2021, and the Agency will have the option to renew the contract for four additional one-year terms, for a total contract period of five years;

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/CEO, or his designee, to negotiate and execute the contract for independent audit services with Cohn Reznick and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF December, 2020. 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
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#

TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince
CEO/Executive Director

DATE: December 10, 2020

BOARD MEETING: December 15, 2020

AGENDA ITEM: 7h

AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Agreement with Turning Point of Central California, Inc. for Transitional Housing Management Services

#

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to approve and execute an agreement with Turning Point of Central California, Inc., to provide comprehensive housing management and supportive case management services to residents that reside at the following Homekey Motel properties: Motel 99, Day Inn and Welcome Inn. These properties are intended to provide interim housing for individuals and families experiencing homelessness and those at-risk of homelessness due to the COVID-19 pandemic. Turning Point will provide low-barrier access to emergency shelter coupled with intensive housing-focused services.

Turning Point of Central California, Inc. is a non-profit benefit corporation that operates in California and provides property management services for behavioral health, transitional, and other support services to those experiencing homelessness in the Central Valley.

FH procured for the transitional housing management services utilizing a piggybacking methodology, as allowed in FH's Procurement Policy, under an existing agreement with the County of Fresno. The County of Fresno agreement allows Silvercrest, Inc. to enter into an agreement with Turning Point of Central California, Inc., and allow transitional housing management services to begin. County of Fresno performed the procurement process for transitional housing services by soliciting an RFQ, documenting proof of publication, and award letters. Per FH's procurement guidelines, it was determined that Turning Point of Central California, Inc. is a responsive and responsible organization who provided prices and qualifications that are advantageous to the Agency.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to negotiate and execute an agreement with Turning Point of Central California, Inc. for transitional housing management services for an annual not to exceed amount of \$3,000,000 per year. The term of the contract is for one year, beginning on January 1, 2021 and ending on December 31, 2021,

with the option to renew at the discretion of the owner with sixty days' notice and terminate the contract without cause with ninety days' notice.

Fiscal Impact

The total fiscal impact of the proposed agreement is for an annual not to exceed amount of \$3,000,000. These amounts will be paid by the funds provided by the HomeKey operating grants from the State of California, the City of Fresno and Fresno County. Each property will pay a specified portion of this contract in the amounts listed below:

- Motel 99: annual not to exceed amount of \$1,100,000 per contract term
- Days Inn: annual not to exceed amount of \$950,000 per contract term
- Welcome Inn: annual not to exceed amount of \$950,000 per contract term

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING THE APPROVAL OF TURNING POINT OF CENTRAL
CALIFORNIA, INC. AGREEMENT FOR TRANSITIONAL HOUSING MANAGEMENT
SERVICES

WHEREAS, the Housing Authority of the City of Fresno (the “Agency”) desires to enter a contract with Turning Point, Inc. to provide comprehensive housing management and supportive case management services to individuals and families experiencing homelessness; and

WHEREAS, Turning Point of Central California, Inc. is a non-profit benefit corporation that operates in California and provides housing management services for behavioral health, transitional, and other support services to those experiencing homelessness in the Central Valley; and

WHEREAS, Section 3.4 of the Agency’s Procurement Policy allows for Intergovernmental and Piggyback Agreements to purchase common goods or services when it is economical and efficient; and

WHEREAS, Turning Point of Central California, Inc. was procured using the piggyback methodology under an existing agreement with the County of Fresno; and

WHEREAS, it was determined that Turning Point of Central California, Inc. is a responsive and responsible organization who provided prices and qualifications that are advantageous to the Agency, as required by the Agency’s Procurement Policy; and

WHEREAS, Turning Point of Central California, Inc. will provide transitional housing management and supportive case management services to residents residing at Motel 99, Days Inn and Welcome Inn,

WHEREAS, the negotiated contract term would begin on January 1, 2021 and end December 31, 2021 with a not to exceed amount of \$3,000,000; and

WHEREAS, the contract amount will be paid by HomeKey operating grants provided by the State of California, the City of Fresno and Fresno County; and

WHEREAS, the term of the negotiated contract will be for one year with the option to renew at the discretion of the owner with sixty days’ notice and terminate the contract without cause with ninety days’ notice;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno does hereby approve the contract terms for transitional housing management services with Turning Point of Central California, Inc. and authorizes Preston Prince, Executive Director/CEO or his designee, to negotiate and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF December 2020. 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 AUTHORIZING THE APPROVAL OF TURNING POINT OF CENTRAL
CALIFORNIA, INC. AGREEMENT FOR TRANSITIONAL HOUSING MANAGEMENT
SERVICES

WHEREAS, the Housing Authority of Fresno County (the “Agency”) desires to enter a contract with Turning Point, Inc. to provide comprehensive housing management and supportive case management services to individuals and families experiencing homelessness; and

WHEREAS, Turning Point of Central California, Inc. is a non-profit benefit corporation that operates in California and provides housing management services for behavioral health, transitional, and other support services to those experiencing homelessness in the Central Valley; and

WHEREAS, Section 3.4 of the Agency’s Procurement Policy allows for Intergovernmental and Piggyback Agreements to purchase common goods or services when it is economical and efficient; and

WHEREAS, Turning Point of Central California, Inc. was procured using the piggyback methodology under an existing agreement with the County of Fresno; and

WHEREAS, it was determined that Turning Point of Central California, Inc. is a responsive and responsible organization who provided prices and qualifications that are advantageous to the Agency, as required by the Agency’s Procurement Policy; and

WHEREAS, Turning Point of Central California, Inc. will provide transitional housing management and supportive case management services to residents residing at Motel 99, Days Inn and Welcome Inn,

WHEREAS, the negotiated contract term would begin on January 1, 2021 and end December 31, 2021 with a not to exceed amount of \$3,000,000; and

WHEREAS, the contract amount will be paid by HomeKey operating grants provided by the State of California, the City of Fresno and Fresno County; and

WHEREAS, the term of the negotiated contract will be for one year with the option to renew at the discretion of the owner with sixty days’ notice and terminate the contract without cause with ninety days’ notice;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County does hereby approve the contract terms for transitional housing management services with Turning Point of Central California, Inc. and authorizes Preston Prince, Executive Director/CEO or his designee, to negotiate and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 15th DAY OF December 2020. 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

PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (“Agreement”) is made as of the 1st day of January, 2021 (the “Effective Date”), by and between SILVERCREST, INC., a California non-profit public benefit corporation (“Owner”), and TURNING POINT OF CENTRAL CALIFORNIA, INC., a California non-profit public benefit corporation (“Property Manager”). Owner and Property Manager are referred to hereinafter each as a “Party” or collectively as “Parties.”

RECITALS

A. WHEREAS, Owner is a California non-profit public benefit corporation, which owns and operates three residential communities in the City of Fresno (collectively, the “Properties”), more particularly described in Exhibit “A” attached hereto and incorporated herein; and

B. WHEREAS, the Properties are intended to provide interim housing for individuals and families experiencing homelessness and those at-risk of homelessness due to the COVID-19 pandemic;

C. WHEREAS, Property Manager is a non-profit public benefit corporation operating in California and providing access to behavioral health services, transitional, and other support services to those experiencing homelessness in the Central Valley of California, including in the City of Fresno; and

D. WHEREAS, Owner and Property Manager now desire to enter into the terms of this Agreement to provide comprehensive housing and supportive and case management services to residents residing at the Properties.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Property Manager agree as follows:

ARTICLE I

APPOINTMENT OF PROPERTY MANAGER; LIMITATION OF AUTHORITY

1.1 Appointment of Property Manager. Owner hereby appoints Property Manager as the exclusive property manager in connection with the Properties, and Property Manager accepts such appointment, upon the terms and conditions set forth below. Except as specifically provided herein or specifically authorized in writing by Owner, Property Manager has no right or authority, express or implied, to commit or otherwise obligate Owner in any manner whatsoever except as provided herein. Owner shall designate one (1) or more persons to serve as Owner’s Representative (each, a “Representative”) in all dealings with the Properties. Whenever the approval or consent or other action of Owner is called for hereunder, such approval, consent, or action shall be binding on Owner only if specified in a writing executed by a Representative. The initial Representative shall be Michael Duarte. Owner shall promptly notify Property Manager in writing if Owner

appoints a new Representative to replace Representative, or an additional Representative for individual Properties.

ARTICLE II

SCOPE OF SERVICES

2.1 Management of Property. Property Manager shall provide the property management activities and operations identified in the Scope of Services attached hereto and incorporated herein as Exhibit "B".

2.2 Property Manager Personnel. All personnel employed by or contracted with the Property Manager to assist in managing the Properties shall be employees or independent contractors of Property Manager or its affiliates and not of Owner.

2.3 Service Contracts. Property Manager may negotiate and execute contracts with independent contractors for services required in the ordinary course of business in operating the Properties, including, without limitation, contracts for security protection, cleaning and janitorial service, utilities, and, to the extent applicable, internet, boiler, and HVAC maintenance; provided, however, that (i) except as otherwise approved by Owner in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Property Manager or Owner without cause on thirty (30) days' notice; and (ii) the nature and cost of the services to be contracted for are included in the then-current Budget approved by Owner pursuant to Section 2.10 below.

2.4 Maintenance and Repair. Property Manager shall keep the Properties, including, without limitation, all buildings, common areas, and other improvements on the Properties, in good order, repair, and condition so that the Property is maintained in a first-class condition equal to or better than competing projects and other similar projects managed by Property Manager in accordance with the then-current Budget approved by Owner. Property Manager may make expenditures or enter contracts without Owner's consent only for emergency repairs to the Properties that are immediately required to be made for the preservation and safety of the Properties, to avoid the suspension of any essential service to or for the Properties, or to avoid danger to life or property at the Properties ("Emergency Expenditures"), provided that Property Manager shall give Owner notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with Owner prior to making any Emergency Expenditures.

Major repairs not caused by occupants of the building will be paid for and completed by the Owner.

2.5 Compliance. Property Manager shall operate and maintain the Properties in compliance with, and in the performance of its duties hereunder shall abide by, all statutes, laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any national and local government and appropriate agencies, departments, commissions, or boards, the requirements of any insurance companies covering any of the risks against which each Property is insured, and the requirements of any agreements relating to each and any of the Properties (each a "Requirement"). Property Manager further agrees promptly to remedy any violation of a Requirement at Owner's expense, provided that if the cost of remedying such violation exceeds

Five Thousand Dollars (\$5,000) in any one instance, Property Manager shall obtain Owner's prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in Section 2.4.

2.6 Prevention of Liens. After giving prompt written notice to Owner, Property Manager shall take necessary steps authorized in writing by Owner to prevent the creation of, and to remove, any claim of lien, lien, encumbrance, or security interest (collectively, a "Lien") that attaches to any of the Properties or any portion of the Properties if the Lien has been asserted without Owner's consent, unless Owner notifies Property Manager in writing that Owner does not intend to contest the Lien.

2.7 Notification. Property Manager shall notify Owner in writing of any fact or circumstance of significance to the Properties including, without limitation, any major complaint made by a resident that is reasonably anticipated to cause a material impact to the operations at any of the Properties, any damage, or destruction affecting the Properties, any notice of or violation of any Requirement, any material defect in the Properties, or any release of any hazardous or toxic substance, material, or waste or similar material on or about the Properties.

2.8 Insurance Claims. Property Manager shall investigate and report in written detail to Owner and the applicable insurance carrier all accidents, claims for damage relating to the ownership, operation, or maintenance of the Properties, and any damage or destruction to the Properties and the estimated costs of repair, and shall prepare for written approval by Owner all reports required by an insurance company in connection with any such accident, claim, damage, or destruction. Property Manager is authorized to settle any claim against an insurance company for property damage not exceeding Five Thousand Dollars (\$5,000) (excluding the deductible, if any) arising out of any policy and, in connection with such claim, to execute proofs of loss and adjustments of loss and to collect monies for loss proceeds. Except as provided above, Property Manager shall take no action to settle any insurance claims without the written approval of Owner.

2.9 Assistance with Proposed Sale or Financing. Property Manager agrees to cooperate fully with Owner and assist Owner in any attempt to sell or mortgage all or any part of any of the Properties.

2.10 Budgets. On or before the date of this Agreement and thereafter, on or before November 1st of each year, or at any other time prescribed by Owner, Property Manager shall submit to Owner for Owner's written approval a proposed operating and capital budget for the next calendar year for items including, but not limited to, promotion, operation, repair, other accrued operating expenses and maintenance of the Properties, segregated by each of the three Properties, in Property Manager's standard format approved by Owner (the "Budget"). The Budget to be submitted to Owner shall be consistent with the terms of this Agreement, including, without limitation, the terms of Articles III and IV. If Owner or its Board of Directors rejects any proposed Budget submitted by Property Manager, Property Manager shall submit to Owner for Owner's written approval a new proposed Budget satisfying Owner's objections, within ten (10) days after the date of Owner's rejection. During the calendar year covered by each particular Budget, Property Manager shall operate within that Budget as approved by Owner. Property Manager shall use reasonable efforts not to incur aggregate expenditures of amounts greater than ten percent

(10%) over the total expenditures set out in the Budget. Without the express prior written consent of Owner, Property Manager shall not incur any expenses other than as provided in the Budget or change the manner of operation of the Property, except for Emergency Expenditures as provided in Section 2.4. The approved Budget for the 2021 fiscal year is attached hereto and incorporated herein as Exhibit “C”.

2.11 Reports. Property Manager agrees to render actual monthly income and expense reports relating to the management and operation of the Properties in Property Manager’s standard format approved by Owner on the fifteenth (15th) calendar day after the expiration of each calendar month, and an annual income and expense report in Property Manager’s standard format approved of by Owner, within forty-five (45) days after the expiration of each calendar year. At Owner’s election (to be exercised by prior written notice to Property Manager), Property Manager shall deliver, concurrently with the delivery of each monthly income and expense report, copies of checks evidencing payments and collections and supporting invoices, internal allocations, and other back-up data as may be reasonably requested for the expenses and disbursements shown on the previous month’s income expense report.

2.12 Retention, Inspection and Audit of Records.

(a) Property Manager agrees to maintain, at the Property Manager’s expense, adequate accounting records on a cash basis (except Owner may request in writing a different method) in connection with all matters contemplated by this Agreement and to allow authorized representatives of Owner or the California Department of Housing and Community Development (“HCD”) to examine such records and any other of Property Manager’s records relating to the operations and management of the Properties and Property Manager’s obligations hereunder, including, any correspondence, invoices, reports, allocations, etc. pertaining to transactions arising out of this Agreement (each, a “Record” and collectively, “Records”) and to audit all reports provided for herein. All Records maintained by Property Manager relating to the Properties shall be the property of Owner.

(b) Property Manager shall retain all Records relating to the Properties for a period of five (5) years, or longer at the Owner’s request. Property Manager shall permit access to the Properties upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material. At Owner’s election, Owner may select an independent Certified Public Accounting firm to conduct an annual audit of the Properties, at Owner’s expense, and Property Manager shall cooperate, at no material out-of-pocket cost to Property Manager, in such audit, including preparing a detailed response to any audit findings. For purposes of this Section 2.12, cooperation with the audit by Property Manager’s personnel and retrieval and production of Records shall not be considered out-of-pocket costs.

2.13 Meetings. Property Manager shall meet with Owner not less than monthly to discuss the status of the management, operation, and leasing of the Property (“Meetings”). It being agreed that Meetings may be conducted via a conference call, unless otherwise requested by Owner. Upon the request of the Owner and upon reasonable advance written notice, Property Manager shall arrange to meet Owner and or Owner’s Representative at the Properties.

ARTICLE III

EXPENSES

3.1 Expenses. In accordance with the then-current Budget approved in advance by Owner, Property Manager may be entitled to reimbursement from Owner for all expenses incurred by Property Manager in the performance of its obligations hereunder, including without limitation, actual costs and expenses relating to accounting and reporting (whether performed by Property Manager or its affiliates or by third parties), travel, legal services, and all salaries, wages, payroll taxes, insurance, workers' compensation, pension benefits, and other benefits of personnel who work at the Property and provide necessary services to the Property, such as employee training and routine repair and maintenance (but excluding oversight of routine maintenance and repair). Otherwise, except as may be specifically provided elsewhere in the Agreement, Property Manager shall bear its own and shall not be reimbursed by Owner for: (i) salaries, wages, payroll taxes, insurance, workers' compensation, pension benefits, and other benefits of Property Manager's office personnel and officers, and (ii) general overhead and office expenses of Property Manager's corporate office, including, but not limited to items such as stationary and other office supplies and equipment, telephone and telecommunications services, data processing and other computer services. Notwithstanding the above, in the event that telecommunication services, data processing and other computer related programs provide direct services to the Properties (such as electronic mail, or other technical software support) these services will be deemed an expense of the Properties and eligible for payment hereunder. In addition those expenses incurred by Property Manager that are allocated by Property Manager to the appropriate Property and any other properties (*e.g.*, expenses allocated on account of off-site personnel, insurance, *etc.*) shall be allocated in a good faith manner designed to reimburse Property Manager for its actual out-of-pocket costs and shall not result in any charges to the Owner that exceed what the Owner would have paid on account of the Properties if the Owner had obtained the services/goods directly.

ARTICLE IV

BANK ACCOUNTS AND DISBURSEMENT OF FUNDS

4.1 Bank Accounts and Disbursement of Funds. Any and all funds received by Property Manager in the operation of the Properties shall be received in trust for the benefit of Owner and shall be deposited by Property Manager into a bank account specified by Owner from time to time ("Company's Account"). Unless otherwise expressly agreed to by Owner in writing, Property Manager shall not have the right to withdraw funds from Owner's Account other than for normal operating expenses incurred in the ordinary course of business. Under no circumstances shall Owner's funds be commingled with Property Manager's funds.

ARTICLE V

INSURANCE AND INDEMNIFICATION

5.1 Property and Liability Insurance. Owner shall maintain, at its cost, property and liability insurance for the Properties in such amount and with such companies as Owner may determine. Notwithstanding the above, until otherwise instructed by Owner, Property Manager has agreed to add Owner' to its master insurance policy for the coverage required hereunder and all costs associated therewith will be identified in the Budget and shall be deemed an Expense of each Property as provided for in Section 3.1.

5.2 Workers' Compensation Insurance.

(a) Property Manager shall procure workers' compensation insurance (or similar insurance as may be required by the laws of the State in which the Property is located) and employer's liability insurance applicable to and covering all employees of Property Manager at the Properties and all persons engaged in the performance of any work required under this Agreement with limits of liability equal to not less than Five Million Dollars (\$5,000,000).

(b) If any work under this Agreement is subcontracted, then Property Manager shall use its reasonable efforts to include in each subcontract a provision that the subcontractor shall carry (i) workers' compensation insurance in accordance with the laws of the State of California; (ii) employer's liability insurance applicable to and covering all persons engaged in the performance of any work required under this Agreement, with limits of liability acceptable to Owner; and (iii) comprehensive general liability insurance, including, without limitation, contractors' protective liability insurance, with no exclusion for bodily injury to any employee of any contractor or subcontractor, and with combined limits of liability acceptable to Owner, for bodily injury, property damage, and personal injury. Property Manager shall use its reasonable efforts to ensure that all contracts (including construction contracts) state that the coverage carried is primary with respect to any other policies carried by Owner and shall name Owner and Property Manager as additional named insureds.

5.3 Indemnification.

(a) Property Manager shall indemnify, defend, and hold harmless Owner, its affiliates and any of their respective managers, members, officers, directors, agents, and employees from and against any and all claims, losses, expenses, liabilities, actions, and damages, including, without limitation, reasonable attorneys' fees and expenses (collectively, the "Claims"), arising directly or indirectly out of: (i) any default by Property Manager under the provisions of this Agreement; or (ii) any negligence or willful misconduct of Property Manager in connection with this Agreement or Property Manager's services or work hereunder.

(b) Owner shall indemnify, defend, and hold harmless Property Manager, its affiliates, and any of their respective managers, members, officers, directors, agents, and employees from and against any and all Claims arising out of: (i) any default by Owner under the provisions of this Agreement; or (ii) any negligence or willful misconduct of Owner in connection with this Agreement.

- (c) The provisions of this Section 5.3 shall survive the termination of this Agreement.

ARTICLE VI

PROPERTY MANAGER'S COMPENSATION

6.1 Property Management Fee. As compensation for the property management services performed by Property Manager pursuant to this Agreement, Owner agrees to reimburse Property Manager on a monthly basis for services according to the budget shown in Exhibit C.

ARTICLE VII

TERM AND TERMINATION

7.1 Term. The Initial Term of this Agreement shall be for one (1) year commencing on the Effective Date and ending three hundred and sixty-five (365) days thereafter ("Initial Term"), unless sooner terminated in accordance with the provisions of this Agreement. The initial term shall be extended by written notice from the owner at least 90 days prior to the end of the term. Extensions may be granted for a maximum cumulative period of five (5) years. Property Manager shall not enter into any agreements for services that will extend beyond one (1) year, except any agreement that is terminable on no more than thirty (30) days prior written notice and is specifically approved by Owner.

7.2 Termination without Cause. Either party may terminate this Agreement, at any time, without cause, upon not less than ninety (90) days prior notice to the other party ("Termination Notice").

7.3 Termination for Cause. This Agreement may be terminated for cause as follows:

(a) In the event Owner or Property Manager shall default in the performance or observance of any term, condition, or covenant contained in this Agreement on its part to be performed or observed, and that default shall continue for a period of ten (10) days after written notice thereof, then the non-defaulting party may, at any time thereafter during the continuance of such default, terminate this Agreement on the date specified in the notice. Notwithstanding the foregoing, if a default cannot be remedied within the ten (10) day period, the defaulting party shall be deemed to be in compliance with this provision if it shall have commenced to remedy the default within that ten (10) day period and shall remedy the default within a reasonable time.

(b) Either party may terminate this Agreement immediately in the event of: (i) the appointment of a receiver to take possession of all or substantially all the assets of the other party; (ii) an assignment by the other party for the benefit of creditors; (iii) any action taken or suffered by the other party under any insolvency, bankruptcy, reorganization, moratorium, or other debtor-relief act or statute, whether now existing or hereafter amended or enacted, (iv) any act of fraud, embezzlement, theft, conversion or intentional concealment of any other breach of this Agreement,

(v) upon termination of funding from HCD to Owner, or (vi) by resolution of the Board of Commissioners of the Fresno Housing Authority for any reason.

7.4 Obligations Continuing After Termination. Any termination of this Agreement shall not affect the rights or obligations of the Parties arising out of the performance of this Agreement prior to such termination. Upon any termination of this Agreement by either Party, Property Manager shall surrender and deliver to Owner any space in the Properties occupied by Property Manager and any and all amounts due Owner that are received by Property Manager after termination. Property Manager shall deliver to Owner all keys to the Properties and originals of all rental agreements, contracts, documents, papers, records, and other items pertaining to the Properties or to this Agreement, and shall furnish all such information and take all such action as Owner may reasonably request. Property Manager shall provide Owner with a final accounting of all records relating to this Agreement no later than thirty (30) days after termination of this Agreement.

ARTICLE VIII

MISCELLANEOUS

8.1 Notices. Any notice, demand or request given under this Agreement shall be given in writing, and shall be made by personal delivery or sent by United States registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile or by a reputable overnight courier, addressed as follows:

- 8.2** (a) If to Owner, to:
Silvercrest, Inc.
Attn: Preston Prince
1331 Fulton Street
Fresno, CA 93721
Phone: (559) _____
Fax: (559) _____

With copies to:

Kenneth J. Price, Esq.
Baker, Manock & Jensen
6280 North Palm Avenue
4th Floor
Fresno, CA 93704-2209
Phone: (559) 432-5400
Fax: (559) 432-5620

- (b) If to Property Manager, to:

Turning Point of Central California, Inc.
615 S. Atwood Street

Visalia, CA 93277

Attention: _____

Phone: (____) _____

Fax: (____) _____

Or to such other address as either party may designate in a notice to the other party. Notices shall be deemed given, delivered, and received on the actual date of their personal delivery; three (3) business days after deposit in the United States mail with first-class postage prepaid; one (1) business day after deposit with or pickup by a professional overnight delivery service if the sender receives delivery confirmation from the service; or upon the date of transmission of a telecopied or electronically sent written communication if the sender obtains machine-generated or other written confirmation of completed transmission.

8.3 Successors and Assigns. Property Manager may not assign or delegate its rights or duties under this Agreement without Owner's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Owner and Property Manager and their respective legal representatives, successors, and permitted assigns.

8.4 Licenses. At its own expense, Property Manager shall qualify to do business and obtain and maintain such licenses as may be required for the performance by Property Manager of its services under this Agreement.

8.5 Attorneys' Fees. In the event that any action or proceeding is brought to construe or enforce any provision of this Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the other party all of the prevailing party's costs and expenses incurred therein (including reasonable attorneys' fees and court costs), as well as all such costs, expenses, and fees incurred in any appeal and in any enforcement effort.

8.6 Waiver. No consent or waiver, express or implied, by either Owner or Property Manager to or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any breach or default in the performance by the other party of the same or any other obligations of that party under this Agreement.

8.7 Entire Agreement. This Agreement (including Exhibits attached hereto, if any) constitutes the entire Agreement between Owner and Property Manager with respect to the subject matter hereof.

8.8 Interpretation. The captions contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement. Where the context requires, the singular shall include the plural and vice versa.

8.9 Amendments. No modification or amendment of this Agreement shall be effective unless contained in a writing signed by both parties.

8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California. Venue for the resolution of any Claims shall be in Fresno County Superior Court or the Eastern District in California, as the case may be.

8.11 Time of Essence. Time is of the essence of this Agreement.

8.12 Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement, or any part thereof.

8.13 Relationship Between Parties. In performing its obligations hereunder, Property Manager shall be an independent contractor and not an employee or agent of Owner, except that Property Manager shall be the agent of Owner solely to perform Property Manager's obligations as set forth in this Agreement. Property Manager shall perform such obligations as a fiduciary with a duty of loyalty and a duty of care to Owner. The Parties do not intend and nothing contained herein shall be deemed to create a partnership, co-tenancy, or joint venture of any kind.

8.14 No Third Party Beneficiary. The provisions of this Agreement shall not be construed for the benefit of any third party, except as otherwise specifically provided herein.

8.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the Effective Date.

OWNER: SILVERCREST, INC.,
a California non-profit public benefit corporation

By: _____
Preston Prince
Secretary/Director

PROPERTY MANAGER: TURNING POINT OF CENTRAL CALIFORNIA, INC.
a California non-profit public benefit corporation

By: _____
Ray Banks
Chief Executive Officer

EXHIBIT “A”

The Properties

Motel 99

98-room residential community located at 1240 Crystal Avenue, Fresno, California 93728, consisting of Fresno County APNs 449-232-01 & 449-232-02, more particularly described by the legal description as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN 449-232-01

Lot 11 of Tract No. 3066, Roeding Park Plaza, in the City of Fresno, County of Fresno, State of California, according to the Map thereof recorded in Book 34, page 66 of Plats, Fresno County Records.

PARCEL 2: APN 449-232-02

Lot 10 of Tract No. 3066, Roeding Park Plaza, in the City of Fresno, County of Fresno, State of California, according to the Map thereof recorded in Book 34, page 66 of Plats, Fresno County Records.

Welcome Inn

78-room residential community, office, laundry room, and two boiler rooms located at 777 N. Parkway Drive, Fresno, California 93728, consisting of Fresno County APNs 449-335-19 and 449-342-01 and more particularly described by the legal description as follows:

The land described herein is situated in the State of California, County of Fresno, City of Fresno, described as follows:

Parcel 1:

Lots 4 and 5 of Roeding Park Gardens, as per map recorded in Book 13 Pages 37 and 38 of Maps in the Office of the County Recorder of said County.

Excepting Therefrom that portion deeded to State of California by deed recorded in Book 3422 Page 551 and deed recorded in Book 3417 Page 281 of Official Records.

Parcel 2:

Lots 25 and 26 of Roeding Park Gardens, as per map recorded in Book 13 Pages 37 and 38 of Maps in the Office of the County Recorder of said County.

APN: 449-335-19

Parcel 3:

Lot 36 of Roeding Park Gardens, as per map recorded in Book 13 Pages 37 and 38 of Maps, in the Office of the County Recorder of said County.

APN: 449-342-01

Days Inn

97-room motel known as the Days Inn, located at 1101 N. Parkway Drive, Fresno, California 93728, consisting of Fresno County APN 449-279-41 and more particularly described by the legal descriptions as follows:

The land described herein is situated in the State of California, County of Fresno, City of Fresno, described as follows:

Parcel One:

Parcel C of Parcel Map No. 71-34, according to the map thereof recorded in Book 2 Page 90 of Parcel Maps, Fresno County Records, together with all improvements thereon.

Parcel Two:

A non-exclusive easement appurtenant for access, ingress and egress by vehicles (including, without limitation, buses and trucks) and pedestrians over that portion of Parcel B of said Parcel Map No. 7134, more particularly described as follows:

Beginning at the most Easterly corner of said Parcel B; thence South 53° 19' 25" West, along the Southeasterly line of said Parcel B, a distance of 115.45 feet; thence North 90° 00' 00" West a distance of 98.41 feet; thence South 00° 00' 00" East a distance of 20.65 feet to a point on the South line of said Parcel B; thence North 90° 00' 00" West, along said South line, a distance of 27.00 feet; thence North 00° 00' 00" East a distance of 42.65 feet; thence North 90° 00' 00" East a distance of 118.12 feet; thence North 53° 19' 25" East a distance of 60.25 feet; thence North 38° 02' 15" East a distance of 33.87 feet; thence North 52° 52' 16" East a distance of 15.24 feet to a point on the Northeasterly line of said Parcel B; thence South 36° 40' 35" East, along said Northeasterly line, a distance of 31.05 feet to the point of beginning.

Parcel Three:

A non-exclusive easement over that portion of the hereinabove described easement as shown on Exhibit A-1 attached to that Partnership Grant Deed recorded September 9, 1992 as Instrument No. 92135559 of Official Records, and made a part hereof for the maintenance of an existing encroachment for supporting pillars, wood beams and a roof overhang of a portico near the entrance of Parcel C; provided, however, that upon the removal, destruction or relocation of the currently existing portion on Parcel C, both of the foregoing easements shall expire and shall be of no force or effect.

APN: 449-270-41

DRAFT

EXHIBIT “B”

Scope of Services

Property Manager will perform the following services under the terms and conditions set forth in this Property Management Agreement.

Coordination of Services

Property Manager will provide low-barrier access to emergency shelter and/or rapid rehousing as appropriate, coupled with intensive housing-focused services to set households on the path to attaining permanent housing. Such services shall be offered in coordination with other complementary services that encourage and create a path from homelessness to permanent housing stability.

Target Population

Adults and/or families with children experiencing homelessness, at risk of homelessness, and adults vulnerable to homelessness due to the COVID-19 pandemic, in the City of Fresno regardless of sexual orientation, marital status, or gender identification.

Data Collection

The program will be a CES Assessment Site, creating an opportunity for each person accessing shelter to be entered into CES through the administration of the Vulnerability Index-Service Prioritization Decision Assistance Tool (“VI-SPDAT”), as appropriate. The program will enter guest data into HMIS in an accurate, timely manner, ensuring that reporting requirements by various State and or Federal agencies are met.

Low-Barrier Housing

The program will be low barrier with 24-hour access and no requirements regarding income, sobriety, or compliance with mental health treatment. Services will be provided regardless of sexual orientation, marital status, or gender identification. Every effort will be made to ensure no one is turned away unless all beds are full or the guest is exhibiting behaviors that will endanger themselves or others.

Facility Requirements

The Turning Point program will be located in a building, formerly served as a motel with one to two beds in each room, allowing the program to accommodate households with varying service and privacy needs. Said buildings and particulars are included in Exhibit A. The building complies with all shelter and housing habitability standards as identified in 24 CFR 576.403. A “Good Neighbor” policy to be utilized securing and maintaining the perimeter of the facility, keeping clear of any nuisances and code violations.

Program Services and Design

Property Manager will utilize a housing first approach to emergency shelter or rapid rehousing as appropriate and providing services to guests. Pets will be allowed, as approved by Property Manager.

All guests will receive the program safety guidelines upon entry and a staff member will go over all policies with them and answer any questions. All reasonable efforts will be made to ensure the safety and security of other guests and staff when admitting guests that are intoxicated or exhibiting symptoms of serious mental illness. Use of harm reduction strategies, configured shelter space to accommodate households with different service needs, and provide staff training on serving people using substances and/or with mental illness. People exhibiting behaviors that pose a serious danger to themselves or others may not be admitted.

Housing via either emergency shelter or rapid rehousing, as appropriate will be provided regardless of sexual orientation, marital status, or gender identification. The program will be low barrier with no requirements with regard to income, sobriety, or compliance with mental health treatment, and minimal rules in place, with the majority of the rules pertaining to safety and security of guests.

Guests will be registered and offered access to on-site services. As appropriate, staff will prescreen guests for potential Diversion services and if deemed eligible, refer immediately to a Diversion program staff. Self-referrals will be accepted, and where appropriate, referrals from pre-identified partners.

Turning Point will be staffed 24 hours a day, 7 days a week.

Turning Point will provide the following services:

1. **Emergency Shelter/Rapid Rehousing:** Turning Point will operate emergency shelter beds for adults and/or families with children experiencing homelessness or at risk of homelessness in the City of Fresno. Basic shelter services provided with included meals.
2. **Case Management:** Turning Point will provide intensive case management services that focus on helping participants develop a housing plan and overcome barriers to attaining permanent housing. Participants that have been connected to a permanent housing intervention will be referred to a Bridge Housing program to prepare to enter permanent housing.
3. **Housing Search and Placement:** Turning Point will provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing. This will include partnering with other agencies offering navigation services.

4. Diversion Pre-Screening: Turning Point will assess all people who present for homeless services at Turning Point for potential Diversion services, as appropriate.
5. Stabilizing Health Intervention: Turning Point will provide services for stabilization of client health issues, including substance use and mental health disorders.

Staffing

All staff will be trained in Mental Health First Aid, as well as Pro-Act, so that they are equipped to maintain safety of staff and program guests when working with and admitting persons who are intoxicated or exhibiting symptoms of serious mental illness, while maintaining the safety and dignity of intoxicated or symptomatic guests. Additionally, staff will be trained in harm reduction strategies, NARCAN (Naloxone) administration to aid in the event a participant is suffering from an opioid overdose, and the procedure for connecting participants to the needle exchange service in Fresno.

Referral and Assessment—Emergency Shelter

Referrals will come from self-referrals, the Coordinated Entry System (CES), or law enforcement. In the event the number of referrals for emergency shelter exceeds the number of available beds, every effort will be made to transport those that cannot be accommodated to another funded triage center or emergency shelter in the community. Anyone who cannot be accommodated will be encouraged to follow up the following day so that it can be determined if Turning Point or another community program can provide shelter.

Turning Point will assess each referral for eligibility upon arrival. The following criteria will be used to determine eligibility for guest entry:

- All guests must meet the definition of homelessness as per State or federal definitions.
- All guests will receive a pre-screening for diversion services to determine if diversion is a more appropriate intervention. Anyone deemed eligible for diversion services will be immediately referred to the funded Diversion Services provider, as appropriate.
- Anyone exhibiting behavior that threatens the safety of themselves or others will not be admitted. In the event that someone is in need of an ambulance or assessment for medical or mental health emergency intervention, Turning Point staff will call emergency services on their behalf.
- Upon determination of program eligibility, all guests will be registered and will sign a participation agreement that outlines the program policies and their agreement to the services provided by Turning Point.

Referral and Assessment – Rapid Rehousing

Referrals for rapid rehousing will come from the Coordinated Entry System (CES). While CES will perform pre-screening for eligibility, Turning Point will confirm each referral for eligibility upon arrival. The following criteria will be used to confirm eligibility for guest entry:

- Anyone exhibiting behavior that threatens the safety of themselves or others will not be admitted. In the event that someone is in need of an ambulance or assessment for medical or mental health emergency intervention, Turning Point staff will call emergency services on their behalf.
- Upon determination of program eligibility, all guests will be registered and will sign a participation agreement that outlines the program policies and their agreement to the services provided by Turning Point.

Documentation and Recordkeeping

Turning Point records client information in HMIS for all its housing and bridge housing programs. During guest intake, consent is obtained to enter their information in HMIS. The Case Manager will make sure all data is entered into HMIS within three days of entry to the program. The Case Manager is also responsible for documenting all case notes in the guest's file. The case notes will contain information on goal completion, progress toward goals, successes, and information regarding any incidents at the program. Every guest that leaves with staff knowledge prior to departure will meet with a Case Manager to participate in an exit interview where destination will be documented, any change in income, and an exit survey will be offered. Records will be kept for a minimum of five (5) years or as otherwise directed.

Collaborative Effort

Turning Point participates in a number of coalitions, consortiums and community groups concerned with ending homelessness. This program will be administered in collaboration with the FMCoC's CES, as appropriate, as well as other agencies. Turning Point is committed to collaborating with all agencies in the community who work on ending homelessness.

Fiscal Administration

Turning Point assures that it possesses the capacity in staffing to provide the proposed services. Turning Point will work with the Contractor as it relates to program and financial monitoring and evaluation.

EXHIBIT “C”

Budget

HomeKey Budget	Motel 99	Days Inn	Welcome Inn
Property Manager/Services Provider	\$ 869,022.88	\$ 721,597.00	\$ 782,213.00

These budgets are estimates and subject to change. See Section 2.10 for more information. Costs shall not exceed the amounts in the contract.

EXHIBIT “D”

Tenant Selection Plan, Pet Policy, and Affirmative Fair Housing Marketing Plan

To be attached

DRAFT

BOARD MEMO

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

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

www.fresnohousing.org

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TO: Boards of Commissioners
Fresno Housing Authority
FROM: Preston Prince
CEO/Executive Director

DATE: December 10, 2020
BOARD MEETING: December 15, 2020
AGENDA ITEM: 7i
AUTHOR: Emily De La Guerra

SUBJECT: Consideration of the Lactation Accommodation Policy

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to consider and adopt the attached Lactation Accommodation Policy.

As part of FH's efforts to be a more inclusive and family-friendly workplace, to support the transition of women from maternity leave back to work following the birth of a child, and in recognition of the health advantages of breastfeeding, Fresno Housing is committed to providing a supportive environment that enables breastfeeding/lactating employees the opportunity to express milk during work hours. This includes a Lactation Accommodation Policy that is administered by the Human Resources Department. The purpose of the Lactation Accommodation Policy is to define responsibilities for FH and employees related to lactation requirement and ensure proper procedures are followed in compliance with Federal and California law. Furthermore, the Lactation Accommodation Policy states that harassment and/or discrimination against breastfeeding/lactating employees will be addressed in accordance with the Agency's policies and procedures for discrimination and harassment.

Recommendation

It is recommended that the Boards of Commissioners approve and adopt the Lactation Accommodation Policy.

Fiscal Impact

None.

Background

Pursuant to California Labor Code Sections 1030-1034, every employer, including the state and any political subdivision, must provide a reasonable amount of break time to accommodate an employee desiring to express breast milk. Employers must also make reasonable efforts to provide lactating employees with the use of a room or other location, other than a bathroom, in close proximity to the employee's work area for the employee to express milk in

private. Effective Jan. 1, 2020, the labor code was amended to require the lactation room or location to include a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator or cooler for storing breast milk. In addition, employers must create a written lactation accommodation policy that is provided to employees upon hire and given to any employee who inquires about or requests parental leave.

RESOLUTION No. _____

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

RESOLUTION TO APPROVE THE LACTATION ACCOMMODATION POLICY

WHEREAS, Fresno Housing ("FH") desires to be an inclusive and family-friendly employer; and

WHEREAS, California Labor Code sections 1030-1034 requires FH to have a written Lactation Accommodation Policy; and

WHEREAS, the purpose of the Lactation Accommodation Policy is to define responsibilities for FH and employees related to lactation requirement and ensure proper procedures are followed in compliance with Federal and California law; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of the Housing Authority of the City of Fresno does hereby approve the Lactation Accommodation Policy.

PASSED AND ADOPTED THIS 15th day of December, 2020. 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 Board of Commissioners

RESOLUTION No. _____

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

RESOLUTION TO APPROVE THE LACTATION ACCOMMODATION POLICY

WHEREAS, Fresno Housing ("FH") desires to be an inclusive and family-friendly employer; and

WHEREAS, California Labor Code sections 1030-1034 requires FH to have a written Lactation Accommodation Policy; and

WHEREAS, the purpose of the Lactation Accommodation Policy is to define responsibilities for FH and employees related to lactation requirement and ensure proper procedures are followed in compliance with Federal and California law; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of the Housing Authority of Fresno County does hereby approve the Lactation Accommodation Policy.

PASSED AND ADOPTED THIS 15th day of December, 2020. 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 Board of Commissioners

Lactation Accommodation Policy

Introduction

Fresno Housing ("FH") supports employees who wish to express breast milk during their workday for their infant child. FH instituted this policy in accordance with both Federal and California law.

Purpose

The purpose of this policy is to define responsibilities for employees and the Agency related to lactation requirement and ensure proper procedures are followed to comply with Federal and California law. The Human Resources Department of the Agency is responsible for this policy and for incorporating changes approved by the CEO or designee.

Policy

Pursuant to California Labor Code Section 1030, the Agency will make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

Agency Responsibility

Communication

- A copy of this policy will be delivered to every newly hired employee and to any employee who inquires about Pregnancy Disability Leave, Family Medical Leave Act and California Family Rights Act.
- Agency must respond to an employee's request for lactation accommodation within 2 business days.
- If the Agency is unable to provide a break time or location that complies with this policy, the Agency will provide a written response to the employee.

Breaks

- The break time to express milk shall, if possible, run concurrently with employee's lunch and break time.
- If the time an employee takes to express milk does not run concurrently with their regular lunch and break time or when additional time is necessary, the time to express milk may be unpaid.

Lactation Space

Agency will provide lactating employees with space in close proximity to the employee's work area that is shielded from view and free from intrusion from co-workers and the public, to express breastmilk. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being utilized for lactation purposes.

The lactation space must:

- Be safe, clean, and free of hazardous materials
- Contain a place to sit, and a surface to place a breast pump and personal items
- Have access to electricity
- Provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employees work area. If a refrigerator is not feasible, the employer should provide another cooling device, such as a cooler.

Employee Responsibility

- An employee may request an accommodation for lactation breaks by submitting a lactation accommodation request to their department supervisor and Human Resources.
- Employees have the right to file a complaint with the labor commissioner for any violation of rights regarding lactation accommodations.

Breastfeeding and/or lactating should not constitute a basis of discrimination. It is prohibited under this policy to harass a breastfeeding/lactating employee or exercise any conduct that creates an intimidating, hostile or offensive working environment. Any incident of harassment of a breastfeeding/lactating employee will be addressed in accordance with the Agency's policies and procedures for discrimination and harassment.

BOARD MEMO

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1331 Fulton Street
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TO: Boards of Commissioners
Fresno Housing Authority
FROM: Preston Prince
CEO/Executive Director

DATE: December 10, 2020
BOARD MEETING: December 15, 2020
AGENDA ITEM: 7j
AUTHOR: Scott Berry

SUBJECT: Approval for Property Sale of 844 S Chance, associated with
Neighborhood Stabilization Program (NSP)

Executive Summary

Fresno Housing Authority ("Agency") currently owns a single family house located at 844 S. Chance Avenue in Fresno, CA (APN: 470-073-10) ("Chance House"). The Agency acquired this property in 2010 as a part of the Neighborhood Stabilization Program ("NSP") portfolio in partnership with the City of Fresno. Through NSP1, the Agency purchased 37 foreclosed or abandoned properties, often in much disrepair, to rehabilitate and ultimately sell to income qualified families, thus providing homeownership opportunities to low and moderate income families. The Chance House is the only remaining property from the Agency's NSP acquisitions.

In March 2018, the Board authorized the Agency to enter into a Memorandum of Understanding ("MOU") with Habitat for Humanity Fresno County ("HFH") to redevelop and sell the Chance House to a qualified household. The Agency remains the owner of the property during construction until the project is complete and sold directly to the qualified low-income buyer(s). After the Agency demolished the dilapidated Chance House, HFH worked with Fresno City Community College's construction department to build the new single family home. HFH helped finance and project manage the construction. HFH has completed construction and is anticipating receiving a Notice of Completion on the property by the end of the month. HFH has located a qualified buyer and negotiated a sales price of \$225,00 with down payment assistance. Per NSP rules, the prospective buyers must earn less than 50% of the area's median income.

Staff is recommending that the board authorize the sale of the 844 S. Chance property from the Agency to the qualified buyer.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno, CA approve the sale of one property (APN 470-073-10) at 844 S. Chance to a qualified buyer per NSP guidelines, and authorize Preston

Prince, Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to execute any and all ancillary documents connected herewith.

Fiscal Impact

The proposed sales price of the property is \$225,000.

Background Information

The Agency purchased 844 S. Chance Avenue in Fresno, CA for \$39,656 in 2010. The initial concept for the home was to rehabilitate and sell it to a qualified low-income buyer(s). However, after an assessment the home was determined to be structurally unsound and recommended for demolition. The Agency subsequently demolished the existing home and delivered a ready-to-build lot to HFH. The project is subject to the City of Fresno's NSP Home Purchase, Rehabilitation and Resale Program Policies and Procedures.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

RESOLUTION APPROVING THE SALE OF PROPERTY AT 844 S. CHANCE AVENUE (470-073-10) IN ASSOCIATION WITH THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP) PROGRAM

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

WHEREAS, the Authority is the owner of real property located at 844 S. Chance Ave., Fresno, CA (APN 470-073-10) (“Property”); and

WHEREAS, the Authority acquired the Property in 2010 through the Neighborhood Stabilization Program (“NSP”) in partnership with the City of Fresno with the intent to rehabilitate and sell the home to a qualified low income buyer(s); and

WHEREAS, the Authority entered into a Memorandum of Understanding with Habitat for Humanity Fresno County to build a single family home and sell it to a qualified low income buyer(s); and

WHEREAS, the Authority entered into an NSP Agreement with the City of Fresno and accepted approximately \$148,700 of funding to redevelop a single family home on the Property; and,

WHEREAS, the Authority used said NSP funds to finance the construction of the new single family home, in partnership with Habitat for Humanity as the Construction Project Manager; and

WHEREAS, Habitat for Humanity has completed the construction of the new home and has identified a qualified low income buyer of the property per NSP regulations for a price of \$225,000; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute any and all ancillary documents connected with the sale of property at 844 S. Chance Avenue to

a qualified buyer per the terms of the NSP Agreement between the City of Fresno and the Authority.

PASSED AND ADOPTED THIS 15th DAY OF December 2020. 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

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

TO: Board of Commissioners
Fresno Housing Authority
FROM: Preston Prince
CEO/Executive Director
DATE: December 10, 2020
BOARD MEETING: December 15, 2020
AGENDA ITEM: 7k
AUTHOR: Brandon Gonzalez
SUBJECT: Alegre Commons (fka Barstow Commons) – Closing
Omnibus Development & Financing Resolution

Executive Summary

On June 25, 2019, the Board of Commissioners adopted resolutions approving the submission of a 9% Low-Income Housing Tax Credit (LIHTC) application for the Alegre Commons (fka Barstow Commons) project to the California Tax Credit Allocation Committee (CTCAC) for purposes related to the new construction of 42 units of family/special needs residential housing. The application was successful and in June 2020, CTCAC formally awarded a preliminary reservation for the Alegre Commons development.

The Alegre Commons project is the new construction of 42 units in the City of Fresno and is designed to provide housing for families and permanent supportive housing tenants. The Housing Authority of the City of Fresno, California has partnered with The Fresno County Department of Behavioral Health (DBH) who will be acting as the Services Provider. The project will reserve 21 units for permanent supportive housing tenants, 20 units for families and 1 managers unit on 2.71 acres located at 130 W. Barstow Avenue, Fresno CA.

At the October, 2019 Board meeting, the Board authorized a predevelopment loan of up to \$1,300,000 for land acquisition and predevelopment expenses associated with Alegre Commons. In order to allow for sufficient funds for final costs associated with design, impact and permit fees through project closing, Staff is requesting an increase of \$1,000,000 to the initial loan, for a total commitment of \$2,300,000. The funds will be fully repaid at project closing, which will occur no later than December 28, 2020. There are no increases to the construction/permanent financing commitments provided by the Agency.

The Housing Authority of the City of Fresno, California (the “Authority”), is the sole member of The Villages at Barstow AGP, LLC a California limited liability company, the administrative general partner (the “Administrative General Partner”) of the single purpose ownership entity (The Villages at Barstow, LP). Silvercrest, Inc., an

instrumentality of the Authority, is the managing general partner of the Partnership (see Exhibit A).

Approval to develop the Project requires that the Board of Commissioners of the Housing Authority of the City of Fresno, California adopt a resolution authorizing the following actions:

1. Authorization for Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to execute documents on behalf of the Housing Authority of the City of Fresno, California in the name of the Administrative General Partner (AGP) or the Partnership.
2. Authorize an increase to the Housing Relinquished Fund Corporation (HRFC) predevelopment loan of \$1,000,000, for a total commitment of up to \$2,300,000 that will be fully repaid at construction closing.
3. Authorize a Housing Authority of the City of Fresno Capital Funds loan in the amount of \$1,450,000.
4. Authorize the Housing Authority of the City of Fresno, California to enter into a purchase and sale agreement with the Villages at Barstow, LP
5. Authorize the Villages at Barstow, LP to enter into a Standard Agreement with the State of CA Housing and Community Development ("HCD") for No Place Like Home Funds ("NPLH").
6. Authorize the Villages at Barstow, LP to enter into a Standard Agreement with the California Housing Finance Agency ("CalHFA") for the Special Needs Housing Program Funds ("SNHP").
7. Authorize the Agency as the management agent of the Development;
8. Authorize actions for the financing, development and operation of the Project, and
9. Provide for other matters related thereto.

Staff is recommending that the Board adopt the attached resolutions, drafted by our affordable housing finance counsel, Ballard Spahr LLP, and as required by our equity and lending partners, in order to finalize the closing of the Project on or about December 21, 2020.

The resolution authorizes the execution and delivery of documents, the admission of certain partners to The Villages at Barstow, LP ("Partnership"), and the execution of such documents to implement project financing by the Housing Authority of the City of Fresno, California, on its own behalf and in the capacity as sole member of the Villages at Barstow AGP, LLC, the Administrative General Partner of the partnership, in connection with the financing, development and operation of the Alegre Commons development, and providing for other matters related thereto.

Recommendation

It is recommended that the Board of Commissioners of the Fresno Housing Authority adopt the attached resolution, authorizing the execution and delivery of documents in the name of the Administrative General Partner and in the name of the Partnership, in connection with the financing, development and operation of the Project, authorizing the lending and the borrowing of money, and providing for other matters related thereto.

Fiscal Impact

Table 1: Construction Sources of Finance

Source	Amount	Description
Construction Loan	\$ 16,601,043	The Partnership has received a commitment for a construction loan from Chase Bank. The loan has a 26 month term at 4.25% interest rate.
CalHFA SNHP Loan	\$ 2,800,000	The project has received a commitment from the California Housing Finance Agency through the partnership with Fresno County Dept. of Behavioral Health
Costs Deferred until Perm Financing	\$ 2,263,617	These costs are not due until construction is complete, and loan converts to a permanent loan structure.
Fresno HA Capital Funds Loan	\$ 1,450,000	Loan commitment from the Housing Authority of the City of Fresno
Equity Contribution	\$ 1,791,652	Equity contribution at financial closing and construction start.
GP Contribution	\$ 100	Equity contribution from the Housing Authority and Silvercrest, Inc. at closing.
Total Const. Sources	\$ 24,906,412	

Table 2: Permanent Sources of Finance

Source	Amount	Description
HCD NPLH Capital Loan	\$ 2,739,793	The project has received an award from HCD for a total of \$5,479,586. The funds are split evenly between a Capital Loan and Capitalized Operating Subsidy Reserve (COSR) annual draw*
CalHFA SNHP Loan	\$ 2,800,000	The project has received a commitment from the California Housing Finance Agency through the partnership with Fresno County Dept. of Behavioral Health
Equity Contribution	\$ 17,916,519	Equity contribution at financial closing and construction start.
Fresno HA Capital Funds Loan	\$ 1,450,000	Loan commitment from the Housing Authority of the City of Fresno
GP Contribution	\$ 100	Equity contribution from the Housing Authority and Silvercrest, Inc. at closing.
Total Perm Sources	\$ 24,906,412	

*An additional HCD NPLH COSR (Capitalized Operating Subsidy Reserve) of \$2,739,793 is available and can be drawn down on an annual basis

Background Information

Alegre Commons, located at 130 W. Barstow Avenue, Fresno, CA (APN: 416-040-09), is a proposed 42-unit new construction project in Fresno, CA that will include twenty (20) one-bedroom units, fourteen (14) two-bedroom units, seven (7) three-bedroom units, and one (1) three-bedroom manager unit. The households will have access to common area facilities in an on-site community building with approximately 4,038 net square feet where resident services will be offered free of charge. The site is intended to serve a combination of multi-family residential and permanent supportive housing for tenants in partnership with Fresno County Department of Behavioral Health. Residents of Alegre Commons will have access to interior community spaces, outdoor play spaces for children, and picnic-relaxation areas. The community room at Alegre Commons will accommodate services for families and children, community events, and property management-related functions. The design of the project includes ideas, designs and discussions around the concept of “Trauma Informed Design”. The property will have two laundry facilities on-site and is being designed to Green Building standards. Emphasis will be placed on efficient mechanical systems (HVAC, water heating) and efficient shell measures (light color stucco, metal roofing/single-ply TPO). The site will also use drought resistant landscaping.

Past Board Actions:

- January 22, 2019: approved to enter into an assignment of real estate purchase contract
- January 22, 2019: approved the submission of an application to the No Place Like Home program
- June 25, 2019: approved the allocation of up to twenty-five (20) project based vouchers
- June 25, 2019: authorized the submission of a 9% LIHTC application and other funding applications
- October 22, 2019: approved HRFC funding commitment for acquisition of real property
- October 22, 2019: approved acquisition of property located at 130 W. Barstow, Fresno, CA 93704
- April 28, 2020: approved award of General Contractor/Construction Manager (GCCM) contract
- May 26, 2020: approved award of Architectural Services contract
- June 23, 2020: acceptance of LIHTC award
- October 27, 2020: approved participation in the NPLH Competitive allocation

Attachments: Exhibit A - Organizational Chart
Exhibit B – Alegre Commons Site Plan
Exhibit C – Development Proforma
Exhibit D – Operating Budget
Exhibit E – 15 Year Projection

RESOLUTION NO. _____
BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING AN INCREASE TO THE PRE-DEVELOPMENT LOAN
COMMITMENT FROM THE HOUSING RELINQUISHED FUND CORPORATION (HRFC)
TO THE HOUSING AUTHORITY OF THE CITY OF FRESNO IN THE AMOUNT OF UP TO
\$1,000,000 FOR RELATED PRE-DEVELOPMENT COSTS ON THE ALEGRE COMMONS
PROJECT.**

WHEREAS, the Housing Authority of the City of Fresno, California (the "Authority") seeks to expand the development and availability of long-term housing for low income persons residing in the City of Fresno, California (the "City"); and

WHEREAS, the goals of the Housing Relinquished Fund Corporation (the "Corporation") include financing of development and provision of affordable housing units within Fresno County boundaries; and

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

WHEREAS, the Corporation would like to facilitate the new construction of the Alegre Commons property located at 130 W. Barstow Avenue, Fresno, CA, 93704 which consists of 42 units of multi-family/permanent supportive housing; and

WHEREAS, the Corporation authorized an initial predevelopment loan commitment of up to \$1,300,000 to facilitate the acquisition of real property located at 130 W. Barstow Avenue, Fresno, CA, 93704, and associated pre-development costs; and

WHEREAS, there is a need for additional pre-development funding of \$1,000,000 to allow for coverage of architectural, impact fees, permit fees and associated predevelopment costs on the Alegre Commons project for a total HRFC loan commitment of \$2,300,000; and

WHEREAS, the subject pre-development loan shall be repaid at the financial closing; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA hereby authorizes an increase to the initial predevelopment loan from the Housing Relinquished Fund Corporation for up to \$1,000,000 for the Alegre Commons project, for a total commitment of up to \$2,300,000, and authorizes Preston Prince, the

CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute all agreements and ancillary documents in connection therewith.

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2020. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____
BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS, THE ADMISSION OF CERTAIN PARTNERS TO THE VILLAGES AT BARSTOW, LP (“PARTNERSHIP”) AND THE EXECUTION OF SUCH DOCUMENTS TO IMPLEMENT PROJECT FINANCING BY THE HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA ON ITS OWN BEHALF AND IN ITS CAPACITY AS THE MANAGER AND SOLE MEMBER OF THE VILLAGES AT BARSTOW AGP, LLC, THE ADMINISTRATIVE GENERAL PARTNER OF THE PARTNERSHIP, IN CONNECTION WITH THE FINANCING, DEVELOPMENT AND OPERATION OF THE ALEGRE COMMONS PROJECT, AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, the Authority has agreed to facilitate the acquisition and construction of approximately 2.71 acres located at 130 West Barstow Avenue, City of Fresno, California 93704 (APN 416 040 09) (the “**Property**”), for the purposes of the development and construction of a forty-two (42) unit affordable housing project consisting of (i) forty-one (41) low-income housing tax credit units (“**LIHTC Units**”), twenty-one (21) units of which LIHTC Units will convert from existing public housing projects, and (ii) one (1) manager’s unit (collectively, the “**Project**”); and

WHEREAS, the U.S. Department of Housing and Urban Development (“**HUD**”) has authorized the Authority’s participation in its Rental Assistance Demonstration Program (“**RAD**”) and the conversion of twenty-one (21) Rental Assistance Demonstration Program Project Based Voucher units, which will transfer from an existing affordable housing development known as Monte Vista Terrace (the “**Monte Vista Units**”). In accordance with the RAD program requirements, the Project will be subject to certain long-term affordability restrictions imposed by HUD which shall be superior to all other financing documents; and

WHEREAS, the Authority has entered into an Operating Agreement dated as of June 28, 2019, pursuant to which the Authority is the manager and sole member of The Villages at Barstow AGP, LLC, a California limited liability company (the “**Administrative General Partner**”), and the Authority filed Articles of Organization with the California Secretary of State on June 28, 2019; and

WHEREAS, the Administrative General Partner, together with Silvercrest, Inc., entered into an

Agreement of Limited Partnership dated as of June 28, 2019, pursuant to which the Administrative General Partner is the “Administrative GP” and Silvercrest, Inc. is the “Managing GP” (collectively the “**General Partners**”), and Silvercrest, Inc. is the “Limited Partner” of The Villages at Barstow, LP, a California limited partnership (the “**Partnership**”), and also filed a Certificate of Limited Partnership with the California Secretary of State on June 28, 2019; and

WHEREAS, the Administrative General Partner, Silvercrest, Inc., as managing general partner (the “**Managing General Partner**”) and withdrawing limited partner, and Wells Fargo Affordable Housing Community Development Corporation, a North Carolina corporation (the “**Investor Limited Partner**”) will enter into an Amended and Restated Agreement of Limited Partnership of The Villages at Barstow, LP; and

WHEREAS, the Authority intends to sell the Property to the Partnership, and the Partnership intends to acquire the Property and develop the Project; and

WHEREAS, the Partnership has requested the Authority make a loan in the approximate amount of \$1,450,000 in Authority capital and operating funds (the “**HACF Loan**”) to finance the Project; and

WHEREAS, the Partnership will finance the cost of acquiring and constructing the Project with numerous sources of funds, projected to include an estimated equity investment of \$17,916,519 from the Investor Limited Partner eligible to benefit from federal low-income housing tax credits allocated to the Project under Section 42 of the Internal Revenue Code; a construction loan from Wells Fargo Bank, National Association, a national banking association (“**Wells Fargo**”) in an amount not to exceed \$17,000,000 (the “**Wells Fargo Construction Loan**”); construction and permanent financing from the California Housing Financing Agency (“**CalHFA**”) under the Local Government Special Needs Housing Program in the approximate amount of \$2,800,000 (the “**SNHP Loan**”); permanent financing from The California Department of Housing and Community Development (“**HCD**”) under the No Place Like Home Program in an amount not to exceed \$5,479,586 (the “**NPLH Loan**”); and the HACF Loan; (collectively, the “**Project Financing**”); and

WHEREAS, as a condition to making the Wells Fargo Construction Loan and committing to the make the Wells Fargo Permanent Loan to the Partnership, Wells Fargo has required that the Authority execute (i) that certain Repayment Guaranty, (ii) that certain Completion Guaranty, and (iii) that certain Hazardous Material Indemnity Agreement (Guarantor) (collectively, the “**Wells Fargo Guaranty Documents**”); and

WHEREAS, the Authority intends to act as a lender of the HACF Loan, the developer of the Project, the sole member and manager of the Administrative General Partner and guarantor of certain obligations connected with the Project; and

WHEREAS, the Authority wishes to ratify and confirm all actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution and to authorize such actions subsequent to the date hereof; and

WHEREAS, the Authority is authorized to delegate to one or more of its agents and employees

such powers as it deems proper;

NOW, THEREFORE, BE IT RESOLVED:

1. **Development Services.** The CEO/Executive Director, Preston Prince, or the Deputy Director, Tracewell Hanrahan, or the Chief of Staff, Angelina Nguyen, or their respective designees (each, an “**Authorized Officer**” and, collectively, the “**Authorized Officers**”), and each of them acting alone, are authorized and directed to enter into a Development Agreement with the Partnership and to execute such other documents and take such other actions as necessary to fulfill the Authority’s intended functions as developer of the Project (including any subcontracts with respect thereto).

2. **General Partner Function.** The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as manager of the Administrative General Partner, to take all actions and execute all documents necessary for the Administrative General Partner to carry out its function as administrative general partner of the Partnership, including without limitation by execution of the Amended and Restated Agreement of Limited Partnership of the Partnership and any amendment thereto in furtherance of such admissions; provided further, that in such capacity, the Authority is authorized and directed to cause the Administrative General Partner to approve the admission of the Investor Limited Partner to the Partnership.

3. **Approval of Partnership Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Partnership Documents” (the “**Partnership Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Partnership Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft Partnership Documents, including material changes, and such Authorized Officer’s signature on the final Partnership Documents shall be construed as the Authority’s approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner or as the manager of the Administrative General Partner of the Partnership to carry out the transactions contemplated by the Partnership Documents.

4. **Approval of HUD Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HUD Documents” (the “**HUD Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner to execute and deliver the HUD Documents and all documents deemed necessary to appropriate to obtain HUD approval related to the Project, including without limitation, a use agreement in order to

maintain and operate the Project in accordance with the RAD program for which the Partnership will be provided a subsidy funded with money received from HUD pursuant to a Project-Based Section 8 Housing Assistance Payments Contract; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft HUD Documents, including material changes, and such Authorized Officer's signature on the final HUD Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the HUD Documents.

5. **Approval of the Making of the HACF Loan.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "HACF Loan Documents" (the "**HACF Loan Documents**") to be executed by the Partnership and the Authority to effectuate the HACF Loan, which Loan Documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow the HACF Loan from the Authority. The making of the HACF Loan in the approximate amount of \$1,450,000 is hereby authorized and the Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the HACF Loan Documents substantially in the form on file with the Authority; provided however, any Authorized Officer may approve on the Authority's behalf, any further changes to the draft HACF Loan Documents, including material changes, and the final amount to be loaned, and such Authorized Officer's signature on the final HACF Loan Documents shall be construed as the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority, to carry out the transactions contemplated by the HACF Loan Documents. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of the HACF Loan by any amount, or to increase the principal amount of the HACF Loan by an amount up to 10% more than the principal amount stated in this resolution. The source of funds for any such increase shall be any funds available to the Authority.

6. **Approval of Loan Assembly Activities.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to assemble the Project Financing, including without limitation, construction, permanent and third party loan applications, tax credit applications, and any and all other documents reasonably required to (i) cause the Investor Limited Partner to make capital contribution(s) to the Partnership, and (ii) borrow sufficient funds to support the Project.

7. **Loan of Funds.** The Authorized Officers, and each of them acting alone, on behalf of the Authority in its capacity as the manager of the Administrative General Partner, are authorized to take such actions and execute such documents as necessary to cause the Partnership to borrow funds from Wells Fargo, CalHFA, HCD and the Authority in an aggregate approximate amount of up to \$28,000,000. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of any loan by any amount, or to increase the principal amount of

any loan by an amount up to 10% more than the maximum aggregate principal amount for the loans stated in this resolution. The source of funds for any such increase shall be funds available to the Authority and/or the Partnership or such other funds that may become available to the Authority and/or the Partnership for the Project. The Board directs the Executive Director to report to the Board if the total amount borrowed by the Partnership for the Project exceeds the aggregate maximum principal amount stated in this resolution for all loans to the Partnership.

8. **Approval of Guarantees.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf, to execute and perform under such guarantees as are deemed necessary or appropriate to the Project Financing, including without limitation, with respect to the Partnership Documents (described below) and the Wells Fargo Guaranty Documents.

9. **Approval of Wells Fargo Construction Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Wells Fargo Construction Loan Documents” (the “**Wells Fargo Construction Loan Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow a construction loan in the approximate amount not to exceed \$17,000,000. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the Wells Fargo Construction Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Wells Fargo Construction Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner, any further changes to the draft Wells Fargo Construction Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final Wells Fargo Construction Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Wells Fargo Construction Loan Documents.

10. **Approval of Wells Fargo Resolutions.** The Authority has been presented with draft resolutions attached hereto in Exhibit B (the “**Wells Fargo Resolutions**”), which resolutions are required by Wells Fargo in connection with the Wells Fargo Construction Loan and Wells Fargo Guaranty Documents. The Authority hereby duly passes and adopts the Wells Fargo Resolutions in substantially the form as attached hereto in Exhibit B and authorizes Preston Prince to certify the Wells Fargo Resolutions as duly passed and adopted; *provided however*, any Authorized Officer may approve on the Authority’s behalf, any further changes to the draft Wells Fargo Resolutions, including the final amount to be borrowed subject to the limitations stated herein, and Preston

Prince's certification of the final Wells Fargo Resolutions shall be construed as the Authority's approval of such completion.

11. **Approval of NPLH Loan Documents.** The Authority anticipates receiving drafts of the documents listed in Exhibit A under the heading "NPLH Loan Documents" (the "**NPLH Loan Documents**") in connection with the Partnership and the Project, and pursuant to which the Partnership will borrow a loan in the approximate amount not to exceed \$5,479,586 from HCD, for permanent financing in the amount of \$2,739,793, and for the capitalization of an operating subsidy reserve in the amount of \$2,739,793. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the NPLH Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the NPLH Loan Documents substantially acceptable to the Authorized Officers in conformance with the NPLH award from HCD and any guidelines issued in connection therewith; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner, any further changes to the draft NPLH Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer's signature on the final NPLH Loan Documents shall be construed as the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the NPLH Loan Documents.

12. **Approval of SNHP Loan Documents.** The Authority has been presented, or will be, with the CalHFA forms of the documents listed in Exhibit A under the heading "Form SNHP Loan Documents" (the "**SNHP Loan Documents**") in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary, or upon receipt will be, and pursuant to which the Partnership will borrow an approximate aggregate total amount of \$2,800,000 from CalHFA for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the SNHP Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions, pending completion of such forms with the loan amount and other such terms as are contemplated by the Special Needs Housing Program (SNHP) Award Letter dated March 1, 2020 from the County of Fresno, Department of Behavioral Health to the Managing General Partner. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the SNHP Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft SNHP Loan Documents, including material changes, and the final amount to be borrowed and such Authorized Officer's signature on the final SNHP Loan Documents shall be construed as

the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the SNHP Loan Documents.

13. **Approval of HACF Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "HACF Loan Documents" (the "**HACF Loan Documents**") in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow an approximate aggregate total amount of \$1,450,000 from the Authority for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the HACF Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the HACF Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft HACF Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer's signature on the final HACF Loan Documents shall be construed as the Authority's approval of such changes and final loan amounts. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the HACF Loan Documents.

14. **Approval of the Supportive Services Agreements.** The Authority has been presented with (a) the Amended and Restated Supportive Services Contract dated as of December 1, 2020, between the Authority and the Partnership in connection with the Authority providing supportive services to residents of the Project and (b) the Supportive Services Contract dated as of December 1, 2020, between the Authority and the County of Fresno (together, the "**Supportive Services Contracts**") in connection with the County of Fresno providing supportive services to residents of the Project, which Supportive Service Contracts are on file with the Authority's Secretary. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any future amendment to the Supportive Services Contracts, if any; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any future amendments to the Supportive Services Contracts, including amendments making material changes, and such Authorized Officer's signature on a future amendment to the Supportive Services Contracts shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably

required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Supportive Services Contracts.

15. **Approval of the Project Transfer and Acquisition Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Acquisition Documents” (the “**Acquisition Documents**”) in connection with the purchase and development of certain land owned by the Authority which will be conveyed to the Partnership on which the Project is to be built, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will acquire the Property for a purchase price not to exceed \$840,000 at closing (less any previous deposits into escrow). The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Acquisition Documents and to purchase and take such other actions as they deem necessary or desirable for the Partnership to acquire and develop the Property; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft Acquisition Documents, including material changes, and such Authorized Officer’s signature on the final Acquisition Documents shall be construed as the Authority’s approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Acquisition Documents.

16. **Approval of the Management Agent and Management Agent Documents.** The Authority, as the management agent is approved to manage the Project. The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Management Agent Documents" (the "**Management Agent Documents**") in connection with the management of the Project. The Authorized Officers, and each of them acting alone, are authorized and directed to approve and to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Management Agent Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner, any further changes to the draft Management Agent Documents, including material changes, and such Authorized Officer’s signature on the final Management Agent Documents shall be construed as the Authority’s approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Management Agent Documents.

17. **Assignments.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, to execute and deliver one or more instruments (i) causing the Partnership to assume the Authority’s rights under the construction contract, the architects’ contracts, and other consultant and development contracts, as such rights pertain to the acquisition and construction of the Project, to the extent required by the Investor Limited Partner, and (ii) assigning to lenders and others the

Partnership's interests in such contracts as may be required as a condition of the Project Financing, and (iii) to effectuate the assignment and assumption of any existing Acquisition Documents, Wells Fargo Construction Loan Documents, NPLH Loan Documents, SNHP Loan Documents, and HACF Loan Documents.

18. **Execution of Documents.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner, to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits, certificates, letters, government forms, documents, agreements and instruments that any such Authorized Officer determines to be necessary or desirable: (i) to give effect to this resolution; (ii) to consummate the transactions contemplated herein; (iii) to further the acquisition, rehabilitation, development, financing, construction, and leasing of the Project; and/or (iv) to further the management of the Monte Vista Units. Without limiting the scope of such authorization, such documents include declarations of restrictive covenants, regulatory agreements, various deeds, leases, notes, loan agreements, deeds of trust, guaranties and indemnities and collateral assignments related to the Project Financing. Such documents may also include, without limitation, lease-up and marketing agreements, partnership management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements, architect agreements, contractor agreements, housing assistance payment contracts, irrevocable consents, confessions of judgment and appointments of attorneys for service of process.

19. **Expenditures.** The Authority is authorized to expend such funds (and to cause the Partnership and the Administrative General Partner to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the Project or actions authorized by this resolution.

20. **Acting Officers Authorized.** Any action required by this resolution to be taken by the Chair of the Board or Executive Director of the Authority may, in the absence of such person, be taken by the duly authorized acting Chair of the Board or acting Executive Director of the Authority, respectively or by the designee of the Chair of the Board or Executive Director.

21. **Execution of Obligations.** The Board directs the Authority's Executive Director to cause the Authority to fulfill the Authority's duties and obligations under the various agreements authorized.

22. **Ratification and Confirmation.** All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed, including, but not limited to, the formation of the Partnership and the Administrative General Partner, and the filing of finance applications related to the Project Financing and the prior execution of any Project documents listed on Exhibit A or otherwise required herein.

23. **Effective Date.** This resolution shall be in full force and effect from and after its adoption and approval.

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2020. 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:

Adrian Jones, Chair of the Board of Commissioners

CERTIFICATE

I, the undersigned, the duly appointed CEO/Executive Director of the Housing Authority of the City of Fresno, California (the “**Authority**”), as keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. ____ (the “**Resolution**”) is a true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on the 15th day of December, 2020, and duly recorded in the minute books of the Authority.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of the Authority present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of December, 2020.

**HOUSING AUTHORITY OF THE CITY OF
FRESNO, CALIFORNIA**

Preston Prince, CEO/Executive Director

EXHIBIT A PROJECT DOCUMENTS

Partnership Documents

- (a) Amended and Restated Agreement of Limited Partnership of The Villages at Barstow, LP and all exhibits attached thereto which require execution;
- (b) Guaranty by the Authority in favor of Investor Limited Partner and the Partnership;
- (c) LP Asset Management Fee Agreement between Investor Limited Partner and the Partnership;
- (d) GP Asset Management Fee Agreement between the Administrative General Partner and the Partnership;
- (e) Incentive Management Fee Agreement between the Partnership, Silvercrest, Inc., and the Administrative General Partner;
- (f) Right of First Refusal, Purchase Option and Put Right Agreement by and among the Partnership, Silvercrest, Inc. and the Investor Limited Partner;
- (g) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement executed by the Partnership and Wells Fargo;
- (h) Subordination Agreement (ROFR) by the Partnership and Silvercrest, Inc. for the benefit of Wells Fargo;
- (i) Subordination Agreement (ROFR) by the Partnership and Silvercrest, Inc. for the benefit of CalHFA;
- (j) Subordination Agreement (ROFR) by the Partnership and Silvercrest, Inc. for the benefit of HACF;
- (k) Development Agreement between the Authority and the Partnership;
- (l) Security Agreement by Investor Limited Partner in favor of the Partnership;
- (m) Reimbursement and Assignment Agreement by and among the Partnership, the Managing General Partner, the Administrative General Partner, and the Authority;
- (n) Rider to Construction Contract by and among the Partnership, Johnston Contracting, Inc., the Managing General Partner and the Administrative General Partner; and

HUD Documents

- (o) RAD Conversion Commitment by the Authority and the Partnership;
- (p) RAD Use Agreement by the Partnership;

- (q) Housing Assistance Payments Contract – RAD for the Conversion of Public Housing to Project-Based Section 8 by the Partnership;
- (r) HUD-required certifications and forms by the Authority and the Partnership;
- (s) PBV Agreement To Enter Into Housing Assistance Payments Contract by the Authority and the Partnership;
- (t) PBV Housing Assistance Payments Contract New Construction or Rehabilitation by the Authority and the Partnership; and

Wells Fargo Construction Loan Documents

- (u) Promissory Note executed by the Partnership in favor of Wells Fargo;
- (v) Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by the Partnership as trustor, to Trste, Inc. for the benefit of Wells Fargo;
- (w) Construction Loan Agreement executed by the Partnership and Wells Fargo;
- (x) Completion Guaranty (Secured Loan) executed by the Authority, in its capacity as guarantor, in favor of Wells Fargo;
- (y) Repayment Guaranty (Secured Loan) executed by the Authority, in its capacity as guarantor, in favor of Wells Fargo;
- (z) Pledge and Security Agreement executed by the Partnership, the Administrative General Partner, the Managing General Partner in favor of Wells Fargo;
- (aa) Copartnership, Joint Venture or Association Borrowing Certificate executed by the Managing Partner and Administrative General Partner;
- (bb) Hazardous Materials Indemnity Agreement (Unsecured-Guarantor) executed by the Authority, in its capacity as guarantor, and Wells Fargo;
- (cc) Hazardous Materials Indemnity Agreement (Unsecured-Borrower) executed by the Partnership and Wells Fargo;
- (dd) Disbursement Instruction Agreement by the Partnership for the benefit of Wells Fargo;
- (ee) Assignment of Agreement to Enter Into Housing Assistance Payments Contract, Housing Assistance Payments Contract and Housing Assistance Payments executed by the Partnership, Wells Fargo and the Authority;
- (ff) Assignment of RAD Housing Assistance Payments Contract executed by the Partnership, Wells Fargo and the Authority;

- (gg) Assignment of Architectural Agreements and Plans and Specifications executed by the Partnership in favor of Wells Fargo;
- (hh) Assignment of Construction Contracts executed by the Partnership in favor of Wells Fargo;
- (ii) Assignment of Management Agreement executed by the Partnership and the Authority;
- (jj) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement executed by Wells Fargo and the Partnership;
- (kk) Subordination Agreement (CalHFA – SNHP Loan) executed by Wells Fargo, CalHFA and the Partnership;
- (ll) Subordination Agreement (HACF Loan) executed by Wells Fargo, the Authority and the Partnership; and

Form SNHP Loan Documents

- (mm) California Housing Finance Agency SNHP Regulatory Agreement by the Partnership and CalHFA;
- (nn) California Housing Finance Agency SNHP Promissory Note from the Partnership in favor of CalHFA;
- (oo) California Housing Finance Agency SNHP Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing from the Partnership to the trustee as named therein, for the benefit of CalHFA;
- (pp) California Housing Finance Agency SNHP Loan Disbursement Agreement between the Partnership and CalHFA;
- (qq) Assignment of California Housing Finance Agency SNHP Loan Documents between CalHFA, the Partnership, and HCD;
- (rr) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement executed by CalHFA and the Partnership; and

NPLH Loan Documents

- (ss) NPLH Estoppel Letter Permanent Takeout Financing from HCD to the Investor Limited Partner and Wells Fargo;
- (tt) Form of NPLH Standard Agreement between HCD and the Partnership; and

HACF Loan Documents

- (uu) HACF Construction Deed of Trust, Security Agreement and Financing Statement (Alegre Commons - HACF Loan) by the Partnership in favor of the Authority;

- (vv) Alegre Commons HACF Loan Agreement between the Partnership and the Authority;
- (ww) Alegre Commons HACF Loan-Assignment of Leases and Rents by the Partnership in favor of the Authority;
- (xx) HACF Loan Mortgage Note (Alegre Commons) by the Partnership in favor of the Authority;
- (yy) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (Alegre Commons - HACF Loan) between HACF and the Partnership;
- (zz) Subordination Agreement (SNHP Loan and HACF Loan) by and between the Partnership, CalHFA and the Authority; and

Acquisition Documents

- (aaa) Grant Deed by the Authority in favor of Partnership; and

Management Agent Documents

- (bbb) Alegre Commons Property Management Agreement between the Partnership and the Authority

EXHIBIT B
FORM OF WELLS FARGO REQUIRED RESOLUTIONS

RESOLUTION NO. _____
BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF FRESNO COUNTY

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING AN INCREASE TO THE PRE-DEVELOPMENT LOAN
COMMITMENT FROM THE HOUSING RELINQUISHED FUND CORPORATION (HRFC)
TO THE HOUSING AUTHORITY OF THE CITY OF FRESNO IN THE AMOUNT OF UP TO
\$1,000,000 FOR RELATED PRE-DEVELOPMENT COSTS ON THE ALEGRE COMMONS
PROJECT.**

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

WHEREAS, the goals of the Housing Relinquished Fund Corporation (the "Corporation") include financing of development and provision of affordable housing units within Fresno County boundaries; and

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

WHEREAS, the Corporation would like to facilitate the new construction of the Alegre Commons property located at 130 W. Barstow Avenue, Fresno, CA, 93704 which consists of 42 units of multi-family/permanent supportive housing; and

WHEREAS, the Corporation authorized an initial predevelopment loan commitment of up to \$1,300,000 to facilitate the acquisition of real property located at 130 W. Barstow Avenue, Fresno, CA, 93704, and associated pre-development costs; and

WHEREAS, there is a need for additional pre-development funding of \$1,000,000 to allow for coverage of architectural, impact fees, permit fees and associated predevelopment costs on the Alegre Commons project for a total HRFC loan commitment of \$2,300,000; and

WHEREAS, the subject pre-development loan shall be repaid at the financial closing; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA hereby authorizes an increase to the initial predevelopment loan from the Housing Relinquished Fund Corporation for up to \$1,000,000 for the Alegre Commons project, for a total commitment of up to \$2,300,000, and authorizes Preston Prince, the

CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute all agreements and ancillary documents in connection therewith.

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2020. 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:

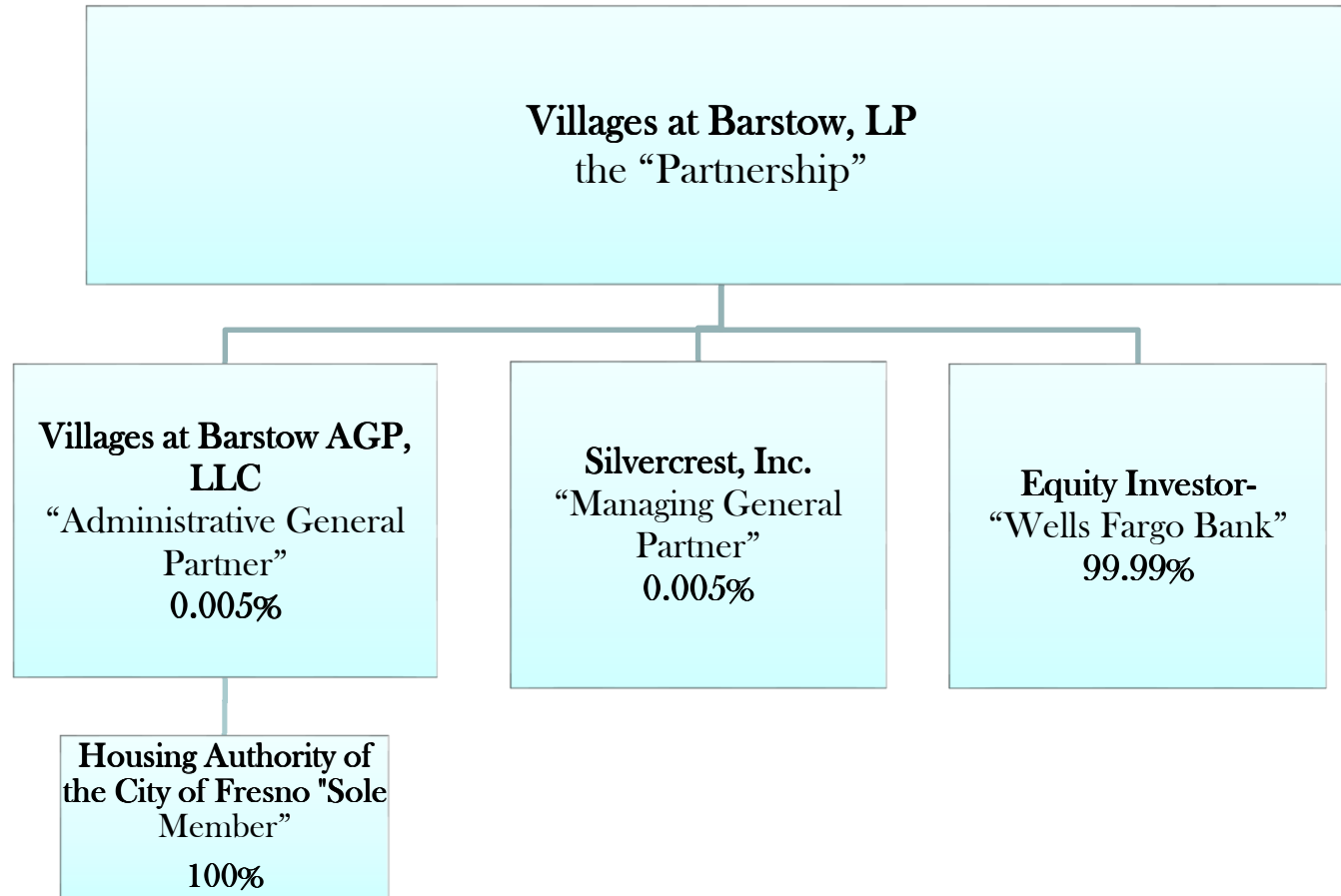
ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

Ownership Structure

Alegre Commons

Exhibit A



BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince
CEO/Executive Director

DATE: December 10, 2020

BOARD MEETING: December 15, 2020

AGENDA ITEM: 71

AUTHOR: Emily De La Guerra

SUBJECT: Consideration of Application to the U.S. Department of Housing and Urban Development's for the Moving to Work Program

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to adopt the Moving to Work (MTW) Plan and Application for the Housing Authority of the City of Fresno and the Housing Authority of Fresno County.

The MTW Demonstration Program was first established under the 1996 MTW Statute to provide statutory and regulatory flexibility to participating Public Housing Authorities (PHAs) under three statutory objectives. Those three statutory objectives are to:

- Increase housing choices for eligible low-income families;
- Give incentives to families and individuals to obtain employment and become economically self-sufficient; and
- Reduce cost and achieve greater cost effectiveness in federal expenditures.

In alignment with these statutory objectives and FH's Strategic Plan, FH's MTW Goals are to:

- Develop and maintain quality affordable housing for low-income residents, giving them more **housing choice** along the entire spectrum of the housing continuum;
- Design, implement, and sustain exceptional programs that invest in residents to become **self-sufficient** through an array of educational, employment, and economic platforms; and
- Develop and promote policies that increase **cost-effectiveness**, shifting our focus from paper to people and from outputs to outcomes.

The MTW statute directs HUD to add PHAs to the MTW Demonstration Program by cohort and to test one specific policy change for each cohort. FH is applying for MTW under Cohort #2 which will test various rent reform models and evaluate if the alternative rent policy increases resident self-sufficiency and reduces PHA administrative burdens. An independent research team will work

with HUD and the selected PHAs to assist in implementation and evaluate the effects of the alternative rent policies. Each PHA will implement one alternative rent policy. FH has chosen to implement Test Rent model #3, which is a PHA-designed test rent policy. More information on FH alternative rent policy can be found in MTW Plan and Application.

The MTW Plan and Application can be found on FH's website at fresnohousing.org/mtw.

Recommendation

It is recommended that the Boards of Commissioners consider and approve the attached resolutions adopting the Housing Authority of the City of Fresno's and the Housing Authority of Fresno County's Moving to Work Plan and Application, including the certifications contained therein, the selected alternative rent policy, and compliance with the public process requirements as described in Section 4(C)(i)(c) of PIH Notice 2020-21.

Fiscal Impact

There is no fiscal impact of adopting the attached resolutions and submitting the MTW Plan and Application. If selected, FH will be allowed to combine HUD assistance funds in a fungible pool between the Public Housing, Section 8 and Comprehensive Grant Programs. Staff will come back to the Boards with more information on the financial impact of MTW, as requested.

Background Information

The MTW Program was established in 1996 for the purpose of providing high-performing housing authorities the opportunity to develop and test locally designed strategies that use Federal dollars for efficiently, helps residents become self-sufficient, and increases housing choices for low-income families. There are currently thirty-nine MTW housing authorities nationwide. In 2016, an MTW Expansion Statute was passed, which requires HUD to increase the MTW Demonstration Program by one hundred PHAs over seven years. PHAs must be High Performers in either SEMAP or PHAS, represent geographic diversity across the country, and administer HCV's only, public housing only or both HCV's and public housing.

On March 14, 2019, HUD issued PIH Notice 2019-04, which offered eligible PHA's the opportunity to express interest in admission to the MTW program under Cohort #2, which would test rent reform policies and their impacts on families. Interested PHA's that met the eligibility criteria must have submitted a Letter of Interest package to HUD by June 12, 2019, which both the Housing Authority of the City of Fresno and the Housing Authority of Fresno County did. In December 2019, the Agency received notification from HUD that our Letter of Intent was accepted under Cohort #2, which focuses on rent reform. Based on the material submitted, the Agency was deemed eligible to participate in the full application process. The Agency's MTW application timeline and process has been:

- **May 28, 2019** – Boards of Commissioners approved the Letter of Interest Submission for Moving to Work Program under Cohort #2.
- **June 12, 2019** – Letter of Interest was submitted to HUD.
- **December 3, 2019** – FH was notified by HUD of our eligibility to submit a full application under Cohort #2.
- **January 16, 2020** – FH provided an informational update on MTW in the mid-month Board Update.
- **August 13, 2020** – FH provided an informational update on MTW in the mid-month Board Update.
- **August 28, 2020** – HUD published PIH Notice 2020-21 and formally invited FH to submit and MTW Plan and Application.

- **October 1, 2020** – Notices sent to FH residents/program participants of the Agency’s intent to participate in the MTW Demonstration Program.
- **October 14, 2020** – First meeting was held to provide information and gather feedback from FH residents and participants on the MTW Plan and Application.
- **October 27, 2020** – FH staff provided an update on MTW and the application timeline to the Boards of Commissioners at the regularly scheduled board meeting.
- **November 2, 2020** – Second meeting was held to provide information and gather feedback from FH residents and participants on the MTW Plan and Application.
- **November 3, 2020** – Draft MTW Application available for a 30-day public inspection and comment period.
- **November 17, 2020** – Public Hearing was held at FH Board of Commissioners Meeting. Staff also presented an informational update on MTW and Rent Reform test policy #3.
- **December 2, 2020** – FH presented the MTW Plan and Application to the Resident Advisory Board for comments and feedback.
- **December 3, 2020** – Public Comment period on the MTW Plan and Application ended.
- **December 15, 2020** – FH Board of Commissioners asked to consider MTW Plan and Application.
- **January 8, 2021** – MTW Application is due to HUD.

RESOLUTION NO. _____

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

RESOLUTION ADOPTING THE MOVING TO WORK PLAN AND APPLICATION

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has issued PIH Notice 2020-21 requesting applications for the Moving to Work (“MTW”) Program Cohort #2 – Rent Reform; and

WHEREAS, the purpose of MTW is to give Public Housing Authorities (“PHAs”) the flexibility to design and test various approaches for providing and administering housing assistance that reduce cost and achieve great cost effectiveness, provide incentives to promote resident self-sufficiency and increase housing choices for low-income families; and

WHEREAS, PHAs participating in MTW will be allowed to combine HUD assistance funds in a fungible pool between the Public Housing, Section 8 and Comprehensive Grant Programs; and will be allowed, with certain exceptions specified in the Federal Register Notice, relief from the 1937 Housing Act, and the regulations promulgated under it; and

WHEREAS, the Housing Authority of Fresno County (“FH”) has prepared an MTW Plan and Application that meets the statutory requirements of MTW, which will achieve the goals of greater cost effectiveness, increased self-sufficiency, greater choice for low-income residents and commits to substantially serving the same number, income mix and mix of family size; and

WHEREAS, the Board of Commissioners (“Board”) approves and adopts the MTW Plan and Application to be submitted to HUD; and

WHEREAS, the Board confirms that FH will test alternative rent policy #3 as described in the MTW Plan and Application in the second cohort of the MTW Expansion; and

WHEREAS, the Board certifies compliance with the public process requirements as described in Section 4(C)(i)(c) of PIH Notice 2020-21; and

WHEREAS, the Board approves and certifies compliance with the certifications contained therein, including the “Certification of Compliance with HUD and Federal Requirements and Regulations: Board Resolution to Accompany Application to the Moving to Work Demonstration Program”; and

WHEREAS, if selected for MTW designation, and subject to negotiation with HUD of a mutually acceptable final annual contributions contract agreement or other acceptable agreement

authorizing MTW participation (“MTW Agreement”), the Board confirms that the Housing Authority of Fresno County intends to comply with the objectives and statutory requirements of MTW as well as the MTW Operations Notice;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County does hereby approve and adopt the Moving to Work Plan and Application, including the certifications contained therein, the selected alternative rent policy under Test Rent #3, and compliance with the public process requirements as described in Section 4(C)(i)(c) of PIH Notice 2020-21.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER, 2020. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

RESOLUTION ADOPTING THE MOVING TO WORK PLAN AND APPLICATION

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has issued PIH Notice 2020-21 requesting applications for the Moving to Work (“MTW”) Program Cohort #2 – Rent Reform; and

WHEREAS, the purpose of MTW is to give Public Housing Authorities (“PHAs”) the flexibility to design and test various approaches for providing and administering housing assistance that reduce cost and achieve great cost effectiveness, provide incentives to promote resident self-sufficiency and increase housing choices for low-income families; and

WHEREAS, PHAs participating in MTW will be allowed to combine HUD assistance funds in a fungible pool between the Public Housing, Section 8 and Comprehensive Grant Programs; and will be allowed, with certain exceptions specified in the Federal Register Notice, relief from the 1937 Housing Act, and the regulations promulgated under it; and

WHEREAS, the Housing Authority of the City of Fresno (“FH”) has prepared an MTW Plan and Application that meets the statutory requirements of MTW, which will achieve the goals of greater cost effectiveness, increased self-sufficiency, greater choice for low-income residents and commits to substantially serving the same number, income mix and mix of family size; and

WHEREAS, the Board of Commissioners (“Board”) approves and adopts the MTW Plan and Application to be submitted to HUD; and

WHEREAS, the Board confirms that FH will test alternative rent policy #3 as described in the MTW Plan and Application in the second cohort of the MTW Expansion; and

WHEREAS, the Board certifies compliance with the public process requirements as described in Section 4(C)(i)(c) of PIH Notice 2020-21; and

WHEREAS, the Board approves and certifies compliance with the certifications contained therein, including the “Certification of Compliance with HUD and Federal Requirements and Regulations: Board Resolution to Accompany Application to the Moving to Work Demonstration Program”; and

WHEREAS, if selected for MTW designation, and subject to negotiation with HUD of a mutually acceptable final annual contributions contract agreement or other acceptable agreement

authorizing MTW participation (“MTW Agreement”), the Board confirms that the Housing Authority of the City of Fresno intends to comply with the objectives and statutory requirements of MTW as well as the MTW Operations Notice;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno does hereby approve and adopt the Moving to Work Plan and Application, including the certifications contained therein, the selected alternative rent policy under Test Rent #3, and compliance with the public process requirements as described in Section 4(C)(i)(c) of PIH Notice 2020-21.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER, 2020. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Preston Prince, Secretary of the Boards of Commissioners

ATTACHMENT 2
Moving to Work Certifications of Compliance

CERTIFICATIONS OF COMPLIANCE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING

**Certifications of Compliance with HUD and Federal Requirements and Regulations:
Board Resolution to Accompany Application to the Moving to Work Demonstration Program**

Acting on behalf of the Board of Commissioners of the applicant public housing agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the application to the Moving to Work (MTW) Demonstration Program for the PHA and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the application and implementation thereof:

- (1) The PHA will adhere to the MTW Operations Notice or successor notice and all requirements therein.
- (2) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to ensure at least 75% of families assisted are very low-income as defined in Section 3(b)(2) of the 1937 Act throughout the PHA's participation in the MTW Demonstration Program.
- (3) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in establishing a reasonable rent policy that is designed to encourage employment and self-sufficiency.
- (4) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to assist substantially the same total number of eligible low-income families as would have been served absent MTW throughout the PHA's participation in the MTW Demonstration Program.
- (5) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to maintain a comparable mix of families (by family size) as would have been provided had the funds not been used under the MTW Demonstration Program throughout the PHA's participation in the MTW Demonstration Program.
- (6) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to ensure housing assisted under the MTW Demonstration Program meets housing quality standards established or approved by the Secretary throughout the PHA's participation in the MTW Demonstration Program.
- (7) The PHA published a notice that a hearing would be held, that the application and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the application by the Board of Commissioners, and that the PHA conducted a public hearing to discuss the application and invited public comment.
- (8) The PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the application by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the application.

- (9) The PHA certifies that the Board of Commissioners has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (10) The PHA certifies that it will carry out its application in conformity with: Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-4); the Fair Housing Act (42 USC 3601-19); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Title II of the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); all regulations implementing these authorities; other applicable Federal, State, and local civil rights laws; and that it will affirmatively further fair housing, which means that it will: (i) take meaningful actions to further the goals identified by the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR 5.150-5.180 and 903.15; (ii) take no action that is materially inconsistent with its obligation to affirmatively further fair housing; and (iii) address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3) and 903.15(d). Note: Until the PHA is required to submit an AFH, and that AFH has been accepted by HUD, the PHA must follow the certification requirements of 24 CFR 903.7(o) in effect prior to August 17, 2015. Under these requirements, the PHA will be considered in compliance with the certification requirements of 24 CFR 903.7(o)(1)-(3) and 903.15(d) if it: (i) examines its programs or proposed programs; (ii) identifies any impediments to fair housing choice within those programs; (iii) addresses those impediments in a reasonable fashion in view of the resources available; (iv) works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and (v) maintains records reflecting these analyses and actions.
- (11) The PHA will carry out its plan in conformity with HUD's Equal Access Rule at 24 CFR 5.105(a)(2).
- (12) The application is consistent with the applicable Comprehensive Plan (or any plan incorporating such provisions of the Comprehensive Plan) for the jurisdiction in which the PHA is located.
- (13) The application certifies that according to the appropriate State or local officials that the application is consistent with the applicable Consolidated Plan, which incorporates a fair housing strategy that reflects the jurisdiction's AFH or Analysis of Impediments to Fair Housing Choice (AI), as applicable, and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
- (14) The PHA complies with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at 24 C.F.R. Part 146.
- (15) The PHA complies with the Violence Against Women Act and its implementing regulations at 24 C.F.R. Part 5, Subpart L and Parts 960 and 966.
- (16) The PHA complies with the Architectural Barriers Act of 1968 and its implementing regulations at 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- (17) The PHA complies with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
- (18) The PHA complies with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (19) The PHA complies with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
- (20) The PHA complies with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
- (21) The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (22) The PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (23) With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (24) The PHA will keep records in accordance with 2 CFR 200.333-200.337 and facilitate an effective audit to determine compliance with program requirements.

- (25) The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (26) The PHA will comply with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards at 2 CFR Part 200.
- (27) The application and all attachments are available at the primary business office of the PHA and at all other times and locations identified by the PHA in its Plan and will continue to be made available at least at the primary business office of the PHA.

PHA NAME

PHA NUMBER/HA CODE

/we, the undersigned, certify under penalty of perjury that the information provided above, as well as any information provided in the accompaniment herewith, is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. § 3729, 3802).

NAME OF AUTHORIZED OFFICIAL *

TITLE

SIGNATURE

DATE

** Must be signed by either the Chairman or Secretary of the Board of the PHA's legislative body. This certification cannot be signed by an employee unless authorized by the PHA Board to do so. If this document is not signed by the Chairman or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

Minutes of the Joint Meeting
of the Resident Advisory Boards (RAB) of the
City & County Public Housing and Housing Choice Voucher Program
Wednesday, December 2, 2020
5:00 P.M.

The Resident Advisory Boards jointly and virtually met on Wednesday, December 2, 2020 via teleconference.

1. The Meeting was called to order at 5:07 p.m. to discuss Fresno Housing's City and County 2021 Annual Plans and Moving to Work Demonstration Program Plan. The following members were present:

PRESENT: Beatriz Arce-Castro

Daisy Bravo

INVITED: Public Housing

Lorena Alvarez

Guadalupe Balladrez

Rachel Finley

Maggie Garcia

Michelle Gonzalez

Michelle Lockhart

Ernestina Zuniga

Luz Casillas

Housing Choice Voucher

Lenora Cooper

Veronica Gonzaga

Tyrone Jackson-Jordan

Rosalia Ramirez

Gina Sosa Gutierrez

William Talkington

Deborah Williams

Also in attendance were the following: Emily De La Guerra, Director of Finance and Administration; Lyric Aguigam, Policy Analyst; Yolanda Keiser, Assistant Manager of Housing Choice; Blanca Navarro, Quality Assurance Analyst; Jael Rincon, Interpreter

2. PRESENTATION

- a. An overview of Fresno Housing's City and County 2021 Annual Plans presented by Emily De La Guerra
- b. An overview of Fresno Housing's Moving to Work Demonstration Plan presented by Emily De La Guerra and Lyric Aguigam

3. ANNUAL PLAN - RAB COMMENTS/DISCUSSION:

- a. No comments/discussion at this time

4. MOVING TO WORK – RAB COMMENTS/DISCUSSION:

- a. Beatriz Arce-Castro was excited about potentially implementing the tiered system with the MTW plan because she is not sure how much she will pay in rent now. With the tiered system, no matter if you receive an increase in wages, residents will pay the same amount in rent until they recertify again (recertify triennially). Blanca (staff) stated she would help Beatriz get in touch with her property manager so she can figure out her current rent. Beatriz was also interested in any programs that would help with receiving higher education. Emily ensured the resident that FH offers technology support, internet, tutoring, and certain programs that would help with this. Blanca ensured Beatriz that she would put her in contact with her Resident Services Coordinator to further help. Although not part of the recorded discussion, the interpreter shared with staff that upon adjourning the meeting, one resident mentioned to her that if Fresno Housing was

awarded MTW status, she would be interested in pursuing and receiving more information on home ownership opportunities.

5. ADJOURNMENT

- a. There being no further business to be considered by Resident Advisory Board members, the meeting was adjourned at approximately 6:15 p.m.

#

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION AUTHORIZING SUBMISSION OF THE 2021 ANNUAL PLAN TO THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

WHEREAS, the Housing Authority of the City of Fresno (PHA) is mandated to comply with federal laws, regulations, and notices; and,

WHEREAS, the Quality Housing and Work Responsibility Act of 1998, established the U.S. Department of Housing and Urban Development's (HUD) responsibility for reviewing and approving or disapproving the Public Housing Agency (PHA) Annual Plan; and,

WHEREAS, the PHA Annual Plan informs HUD, residents and the public of the PHA's mission for serving the needs of low-income and very low-income families and the strategies for addressing those needs; and

WHEREAS, HUD requires each PHA to submit an Annual Plan for tenant-based assistance and public housing programs;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby adopt the 2021 Public Housing Agency Annual Plan and authorize the CEO/Executive Director, and/or designee, to submit the Plans to HUD by the deadline of January 16, 2021.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER, 2020. 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 AUTHORIZING SUBMISSION OF THE 2021 ANNUAL PLAN TO THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, the Housing Authority of Fresno County (PHA) is mandated to comply with federal laws, regulations, and notices; and,

WHEREAS, the Quality Housing and Work Responsibility Act of 1998, established the U.S. Department of Housing and Urban Development's (HUD) responsibility for reviewing and approving or disapproving the Public Housing Agency (PHA) Annual Plan; and,

WHEREAS, the Annual Plan informs HUD, residents and the public of the PHA's mission for serving the needs of low-income and very low-income families and the strategies for addressing those needs; and

WHEREAS, HUD requires each PHA to submit an Annual Plan for all tenant-based assistance and public housing programs;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, hereby adopt the 2021 Public Housing Agency Annual Plan and authorize the CEO/Executive Director, and/or designee, to submit the Plans to HUD by the deadline of January 16, 2021.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER, 2020. 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 Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

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TO: Boards of Commissioners
Fresno Housing Authority
FROM: Preston Prince
CEO/Executive Director

DATE: December 10, 2020
BOARD MEETING: December 15, 2020
AGENDA ITEM: 9a
AUTHOR: Emily De La Guerra

SUBJECT: Consideration of the 2021 Operations and Housing Assistance Payments Budgets

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to consider and adopt Fresno Housing's 2021 annual budgets for Agency Operations and Housing Assistance Payments for the Housing Choice Voucher program.

These budgets set forth the expected revenues and expenses for the Agency by program, department, and division. In 2020, the operating budget was summarized into seven divisions. In order to provide additional detail and operational insight, the operating budget, which is comprised of over 100 programmatic budgets, will now be summarized into six divisions. The Instrumentalities and Real Estate Development (RED) Divisions will now be presented as one division, RED. The Resident Empowerment Services (RES) division will now be presented as two separate divisions, RES and Homeless Initiatives. Housing Management and Unrestricted Properties (UP) will now be presented as one division, Housing Management. Each budget, separately and together as a whole, is intended to ensure that the Fresno Housing Authority remains fiscally sound while investing in the Agency's future, and delivering services in accordance with the mission statement.

2021 Budget for Agency Operations

The proposed budget for Agency Operations has revenues of \$43.6 million and operating and non-operating expenses totaling \$44.1 million, thus resulting in total net income deficit of approximately \$483 thousand. Staff is requesting to utilize \$728 thousand of unrestricted reserves in 2021 to continue the investment in core programs and ongoing initiatives that focus on providing more enhanced service and housing options for our residents, including mobility, landlord outreach, homeless, workforce development and resident safety initiatives.

As FY 2020 comes to a close, year-end projections for unrestricted net income exceeded the original budget, and as such, the Agency will add \$1.4 million to its unrestricted reserves in 2020. Every effort was made during this budget process to provide realistic operating revenues and expense assumptions, to operate more efficiently and effectively in the coming year. Ensuring long-term

fiscal stability, preserving key assets and improving quality of life for residents continues to be the main goal of the Fresno Housing budget development process.

	Total 2021 Budget
NET TENANT INCOME	8,735,260
TOTAL INTEREST INCOME	675,000
TOTAL OTHER INCOME	2,394,068
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,462,509
TOTAL DEVELOPER FEE INCOME	3,934,460
TOTAL HUD GRANT INCOME	17,157,977
TOTAL OTHER GRANT INCOME	2,225,637
TOTAL INCOME	43,584,911
TOTAL PAYROLL EXPENSES	20,203,451
TOTAL ADMINISTRATIVE EXPENSES	12,349,368
TOTAL TENANT SERVICES EXPENSES	3,262,114
TOTAL UTILITY EXPENSES	2,505,654
TOTAL MAINTENANCE EXPENSES	3,228,748
TOTAL TAXES & INSURANCE EXPENSES	775,526
TOTAL EXPENSES	42,324,861
NET OPERATING INCOME	1,260,050
TOTAL NON-OPERATING EXPENSES	1,742,960
NET INCOME	(482,910)
UNRESTRICTED NET INCOME	(728,330)

The highlights and assumptions for the 2021 Operations budget are as follows:

- The annual pro-ration for 2021 Administrative Fee Revenue is budgeted at 80% of eligibility for the HCV program. The 2020 Budget included an 80% proration, and the Agency is currently receiving 80% for FY 2020.
- Operating subsidy for the Public Housing program is budgeted at 95% of eligibility for FY 2021. The 2020 Budget included a 96% proration, and the Agency is currently receiving 97% for FY 2020.
- Developer Fees are budgeted at \$3.9 million for projects including Alegre Commons, Mariposa Commons, Magnolia Commons, Oak Grove Commons and Renaissance @ Parc Grove.
- The recommended budget projects 238 regular full-time employees (FTE) for 2021. This is a decrease of five FTE's from our 2020 budget of 243 employees.

The changes that were made from the second draft of the 2021 Operations budget, as presented to the Boards of Commissioners in November 2020, are as follows:

- Reduced allocation revenue collected by Core by \$350 thousand, based on current trends and allowable fees.
- Added Developer Fee revenue of \$250 thousand for Paseo 55 and updated the financial closing developer fee for Alegre Commons.
- Reanalyzed the timing of new hires and replacement positions across the agency.
- Increased administrative expenses for the Housing Choice Voucher to account for the agreement with Quadel for remote recertification services. This will be paid for by HCV program reserves.
- Updated the Resident Empowerment Services division to now include California Avenue Neighborhood (CAN) and Neighborhood Initiatives budgets. These budgets were previously included in Real Estate Development and Core.
- Updated budgets for various Resident Empowerment Services and Homeless Initiatives grants, including expense forecasts and agency match amounts.
- Updated budgets for Housing Management Division properties, including rent and subsidy forecasts and mortgage expenses.

Additional information regarding the 2021 Agency Operations Budget will be presented at the Board of Commissioners meeting.

2021 Budget for Housing Assistance Payments

Housing Assistance Payments (HAP) are the subsidies paid to landlords on behalf of the tenants participating in the HCV program (formerly known as “Section 8”). Expected revenues for 2021 are \$91.9 million and expenses of \$89.8 million, thus adding approximately \$2.1 million to the Agency’s restricted HAP reserves. These reserves are restricted by HUD, and can only be used to make HAP payments to landlords.

Program	Total HAP Revenue	Total HAP Expenses	Total HAP Reserve Increase/(Usage)
HCV	91,945,727	89,818,280	2,127,447

Fiscal Impact

The fiscal impact of adopting the Agency Operations and Housing Assistance Payments budgets would be as follows:

- Total net income deficit of \$483 thousand.
- Utilization of unrestricted reserves of \$728 thousand.
- Increase of restricted net assets in the HCV program by \$2.1 million.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the 2021 budget for Agency Operations, and the 2021 budget for Housing Assistance Payments.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION ADOPTING THE 2021 HOUSING AUTHORITY'S ANNUAL OPERATING
BUDGET AND THE 2021 HOUSING ASSISTANCE PAYMENTS BUDGET**

WHEREAS, the Annual Operating Budget and the Housing Assistance Payments Budget for the Fresno Housing Authority for the fiscal year beginning January 1, 2021 and ending December 31, 2021 has been presented for adoption before the Board of Commissioners of the Housing Authority of Fresno County at its open public meeting on December 15, 2020; and

WHEREAS, the Annual Operating Budget as presented for adoption reflects total revenues of \$43,584,911 and total expenses of \$44,067,821; and

WHEREAS, the Housing Assistance Payments Budget as presented for adoption reflects total revenues of \$91,945,727 and total expenses of \$89,818,280; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County adopt the Annual Operating Budget and the Housing Assistance Payments Budget beginning on January 1, 2021 and ending on December 31, 2021.

PASSED AND ADOPTED THIS 15th day of December 2020. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION ADOPTING THE 2021 HOUSING AUTHORITY'S ANNUAL OPERATING
BUDGET AND THE 2021 HOUSING ASSISTANCE PAYMENTS BUDGET**

WHEREAS, the Annual Operating Budget and the Housing Assistance Payments Budget for the Fresno Housing Authority for the fiscal year beginning January 1, 2021 and ending December 31, 2021 has been presented for adoption before the Board of Commissioners of the Housing Authority of the City of Fresno at its open public meeting on December 15, 2020; and

WHEREAS, the Annual Operating Budget as presented for adoption reflects total revenues of \$43,584,911 and total expenses of \$44,067,821; and

WHEREAS, the Housing Assistance Payments Budget as presented for adoption reflects total revenues of \$91,945,727 and total expenses of \$89,818,280; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno adopt the Annual Operating Budget and the Housing Assistance Payments Budget beginning on January 1, 2021 and ending on December 31, 2021.

PASSED AND ADOPTED THIS 15th day of December 2020. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Preston Prince, Secretary of the Boards of Commissioners

Fresno Housing Authority
Operating Budget

	Total 2020 Budget							Total 2021 Budget							2021 to 2020 Variance	
	Core	RED	Housing Choice Voucher	RES	Homeless Initiatives	Housing Management	Total 2020 Budget	Core	RED	Housing Choice Voucher	RES	Homeless Initiatives	Housing Management	Total 2021 Budget	\$ Variance	%Variance
NET TENANT INCOME	-	-	-	-		7,835,391	7,835,391	-	501,396	-	-	-	8,233,864	8,735,260	899,869	12%
TOTAL INTEREST INCOME	90,000	800,000	-	-	-	-	890,000	50,000	625,000	-	-	-	-	675,000	(215,000)	-23%
TOTAL OTHER INCOME	950,000	170,000	800	704,346	195,086	402,867	2,423,099	154,200	520,000	-	811,238	544,003	364,627	2,394,068	(29,031)	-1%
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,539,951	80,000	-	-	-	-	8,619,951	8,462,509	-	-	-	-	-	8,462,509	(157,442)	-2%
TOTAL DEVELOPER FEE INCOME	-	5,903,245	-	-	-	-	5,903,245	-	3,934,460	-	-	-	-	3,934,460	(1,968,785)	-38%
TOTAL HUD GRANT INCOME	-	-	9,909,331	575,916	2,808,090	4,314,643	17,607,980	-	-	9,991,071	489,112	2,211,458	4,466,336	17,157,977	(450,003)	-3%
TOTAL OTHER GRANT INCOME	-	-	50,000	-	83,025	1,290,191	1,423,216	-	-	-	-	905,496	1,320,141	2,225,637	802,421	26%
TOTAL INCOME	9,579,951	6,953,245	9,960,131	1,280,262	3,086,201	13,843,092	44,702,882	8,666,709	5,580,856	9,991,071	1,300,350	3,660,957	14,384,968	43,584,911	(1,117,971)	-3%
TOTAL PAYROLL EXPENSES	7,457,856	1,669,232	6,145,105	1,217,801	720,216	3,079,029	20,289,240	7,206,516	1,840,748	5,963,404	1,225,038	812,626	3,155,119	20,203,451	(85,788)	-1%
TOTAL ADMINISTRATIVE EXPENSES	3,697,510	1,122,042	4,367,866	331,834	419,254	2,213,899	12,152,405	2,992,461	1,074,399	4,996,566	473,188	468,183	2,344,571	12,349,368	196,963	1%
TOTAL TENANT SERVICES EXPENSES	50,504	5,000	-	335,620	2,439,578	338,222	3,168,924	50,504	15,132	-	340,620	2,539,988	315,870	3,262,114	93,190	5%
TOTAL UTILITY EXPENSES	172,145	-	-	-	-	2,120,177	2,292,322	175,487	72,024	-	-	-	2,258,143	2,505,654	213,332	9%
TOTAL MAINTENANCE EXPENSES	459,118	5,000	81,969	5,600	4,420	2,899,664	3,455,771	583,518	64,760	81,969	4,500	6,061	2,487,940	3,228,748	(227,023)	-9%
TOTAL TAXES & INSURANCE EXPENSES	40,364	15,100	7,353	-	-	524,416	587,233	50,788	61,400	7,353	-	-	655,985	775,526	188,293	43%
TOTAL EXPENSES	11,877,497	2,816,374	10,602,293	1,890,855	3,583,468	11,175,407	41,945,895	11,059,274	3,128,463	11,049,292	2,043,346	3,826,858	11,217,628	42,324,861	378,966	1%
NET OPERATING INCOME	(2,297,546)	4,136,871	(642,162)	(610,593)	(497,267)	2,667,685	2,756,987	(2,392,565)	2,452,393	(1,058,221)	(742,996)	(165,901)	3,167,340	1,260,050	(1,496,937)	-39%
TOTAL NON-OPERATING EXPENSES	-		-	-	-	1,951,123	1,951,123	-	-	-	-	-	1,742,960	1,742,960	(208,163)	-12%
NET INCOME	(2,297,546)	4,136,871	(642,162)	(610,593)	(497,267)	716,562	805,864	(2,392,565)	2,452,393	(1,058,221)	(742,996)	(165,901)	1,424,380	(482,910)	(1,288,774)	-63%
UNRESTRICTED NET INCOME	(2,297,546)	3,497,921	(642,162)	(610,593)	(497,267)	534,774	(14,874)	(2,392,565)	1,735,991	-	(742,996)	(165,901)	837,141	(728,330)	(713,456)	222%

BOARD MEMO

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TO: Boards of Commissioners
Fresno Housing Authority

DATE: December 10, 2020

BOARD MEETING: December 15, 2020

FROM: Preston Prince
CEO/Executive Director

AGENDA ITEM: 9b

AUTHOR: Angie Nguyen

SUBJECT: Consideration of the 2021 PHA Annual Plans

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to submit the 2021 Public Housing Authority (PHA) Annual Plan to the U.S. Dept. of Housing and Urban Development (HUD), on behalf of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County.

The 2021 City and County PHA Annual Plans are due to HUD on January 16, 2021. This process usually takes place earlier in the year, however, in response to the COVID-19 pandemic and the postponement of in-person public hearings due to limitations on large public gatherings, HUD made several exceptions and extended the submission deadline. The Annual Plans drafts were made available to the public for a 45-day comment period. The Resident Advisory Boards for both the Public Housing and Housing Choice Voucher programs met virtually and jointly on the evening of December 2, 2021 to provide staff with feedback and/or ask clarifying questions on the content of the Annual Plan draft. RAB members engaged in dialogue and many expressed interest in homeownership opportunities and resources. Their feedback was incorporated into the final document, as applicable. Minutes from the RAB meeting will also be included in the submission to HUD. No public comments have been received to date outside of the RABs meeting.

As a reminder, FH includes any and all potential 2021 activities in the Annual Plans in order to minimize the amount of amendments necessary outside the annual process. If at any time the Agency begins a project that is not listed in the Annual Plan, a significant amendment and another 45-day public comment period would be needed, thus it is advantageous to include all potential activities.

A Public Hearing will be held concurrently with the regular December Board of Commissioners virtual meeting. Any comments received from the public and the RAB will be presented to the Commissioners during the meeting. Then, the Boards of Commissioners will be asked to approve the 2021 City and County Annual Plans for submission to HUD no later than January 16, 2021.

Documents Attached

Please follow the link to view attachments:

- PHA 2021 Annual Plan – Housing Authority of the City of Fresno (draft)
- PHA 2021 Annual Plan – Housing Authority of Fresno County (draft)
- Joint RABs Virtual Meeting Minutes/Summary
- Public Comments (if applicable)

Recommendation

It is recommended that the Boards of Commissioners approve the attached resolutions and authorize the CEO/Executive Director, Preston Prince, and/or his designee, to submit the 2021 PHA Annual Plans on behalf of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County by the deadline of January 16, 2021.

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TO: Boards of Commissioners
Fresno Housing Authority

DATE: December 10, 2020

BOARD MEETING: December 15, 2020

FROM: Preston Prince
CEO/Executive Director

AGENDA ITEM: 9c

AUTHOR: Emily De La Guerra

SUBJECT: Ratification of the Amendment to the Memorandum of Understanding with SEIU Local 521

..

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to ratify and execute an amendment to the Memorandum of Understanding with Service Employees International Union (SEIU) Local 521.

On November 16th, 2020, Fresno Housing reached a tentative agreement with SEIU Local 521 on on 2021-2022 wages and benefits for FH's Union-represented employees. The proposed agreement includes a two-year agreement on salary provisions, medical, dental, vision, life insurance benefits, and retirement benefits, which will commence on January 1, 2020 and expire on December 31, 2022. If approved, the tentative agreement will be attached as an amendment to the current Memorandum of Understanding (MOU) that is in effect until October 31, 2022.

The MOU is the guiding document for maintaining Fresno Housing's relationship with SEIU as its certified labor organization, and is the agreement between Fresno Housing and SEIU on wages, benefits and conditions of employment for SEIU-represented employees. The SEIU Local 521 Bargaining Unit voted to approve the tentative agreement.

A copy of the tentative agreement is included with this memo.

Recommendation

It is recommended that the Boards of Commissioners approve and ratify the amendment to the Memorandum of Understanding with SEIU Local 521.

Fiscal Impact

The total cost to the Agency for the two-year, economic provisions included in this tentative agreement will be \$443,411. The 2021 costs are included in the 2021 budget.

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

RESOLUTION NO.

**RESOLUTION TO APPROVE THE RATIFICATION OF AN AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING WITH THE SERVICE
EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 521**

WHEREAS, Fresno Housing (FH) has met and conferred with representatives of the bargaining unit of SEIU Local 521 for the purposes of negotiating wages and benefits for Union-represented employees; and

WHEREAS, both parties have met and conferred in good faith and have reached an agreement on all economic provisions brought forth;

NOW, THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the City of Fresno do hereby approve the ratification of the Amendment to the Memorandum of Understanding with SEIU to be effective January 1, 2020.

PASSED AND ADOPTED THIS 15th day of December, 2020. 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

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

RESOLUTION NO.

**RESOLUTION TO APPROVE THE RATIFICATION OF AN AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING WITH THE SERVICE
EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 521**

WHEREAS, Fresno Housing (FH) has met and conferred with representatives of the bargaining unit of SEIU Local 521 for the purposes of negotiating wages and benefits for Union-represented employees; and

WHEREAS, both parties have met and conferred in good faith and have reached an agreement on all economic provisions brought forth;

NOW, THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of Fresno County do hereby approve the ratification of the Amendment to the Memorandum of Understanding with SEIU to be effective January 1, 2020.

PASSED AND ADOPTED THIS 15th day of December, 2020. 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

Tentative Agreement:

Economic Provisions

Salary

- 3.0% wage increase for all represented classifications, to be effective January 1, 2021
- 3.0% wage increase for all represented classifications, to be effective January 1, 2022

Medical Benefits

- 2021 Medical Benefits: Kaiser has offered a 0.7% decrease in annual premiums and United Healthcare (UHC) has offered at 7% increase in annual premiums. The Agency and SEIU agree to proportionally share the cost changes in medical premium rates for 2021. Employer and Employee proportions of premiums will remain the same. The new employee monthly payments and share of the premiums, are listed below:

Kaiser					
	2020 Total Premium	Current EE Monthly Payment	2021 Total Premium	New EE Monthly Payment	EE's % of Total Premium
Kaiser HMO High					
Employee	\$710.44	\$71.04	\$705.46	\$70.55	10.0%
Employee +Sp	\$1,420.88	\$497.31	\$1,410.92	\$493.82	35.0%
Employee + Ch	\$1,278.79	\$255.76	\$1,269.83	\$253.97	20.0%
Family	\$2,131.32	\$745.96	\$2,116.38	\$740.73	35.0%
Kaiser HMO Low					
	2020 Total Premium	Current EE Monthly Payment	2021 Total Premium	New EE Monthly Payment	EE's % of Total Premium
Employee	\$546.50	\$54.65	\$542.67	\$54.27	10.0%
Employee +Sp	\$1,093.00	\$327.90	\$1,085.33	\$325.60	30.0%
Employee + Ch	\$983.70	\$98.37	\$976.80	\$97.68	10.0%
Family	\$1,639.50	\$491.85	\$1,628.00	\$488.40	30.0%
UHC					

United HMO	2020 Total Premium	Current EE Monthly Payment	2021 Total Premium	New EE Monthly Payment	EE's % of Total Premium
Employee	\$1,157.65	\$173.65	\$1,238.69	\$185.80	15.0%
Employee +Sp	\$2,315.34	\$810.37	\$2,477.41	\$867.09	35.0%
Employee + Ch	\$2,083.78	\$625.13	\$2,229.64	\$668.89	30.0%
Family	\$3,472.98	\$1,389.19	\$3,716.09	\$1,486.44	40.0%
United EPO	2020 Total Premium	Current EE Monthly Payment	2021 Total Premium	New EE Monthly Payment	EE's % of Total Premium
Employee	\$1,048.56	\$104.86	\$1,121.96	\$112.20	10.0%
Employee +Sp	\$2,097.12	\$629.14	\$2,243.92	\$673.18	30.0%
Employee + Ch	\$1,887.39	\$283.11	\$2,019.51	\$302.93	15.0%
Family	\$3,145.68	\$943.70	\$3,365.88	\$1,009.76	30.0%

- 2022 Medical Benefits: The Agency and SEIU agree to proportionally share any cost changes in medical premium rates for 2022, keeping the Employer and Employee proportions of premiums the same for 2022. If the premium increase is greater than 10%, negotiations on medical benefits will re-open.

Dental

- 2021 Dental Benefits: The Delta Care DMO Plan will remain the same for 2021 and the Employee and Employer proportions and the premium amounts will remain the same.

The Delta Dental DPO plan will be changed to increase the annual maximum from \$1,000 to \$1,500 for each participant and add adult and child orthodontics to this plan. The Agency and SEIU agree to proportionally share the cost changes in the dental premium rates for the DPO. Employer and Employee proportions of premiums will remain the same. The new employee monthly payments and share of the premiums, are listed below:

Delta Dental DPO	2020 Total Premium	Current EE Monthly Payment	2021 Total Premium	New EE Monthly Payment	EE's % of Total Premium
Single	\$34.01	\$6.19	\$38.47	\$7.00	18.0%
2-Party	\$68.03	\$21.71	\$76.94	\$24.55	32.0%
Family	\$91.82	\$33.07	\$103.85	\$37.40	36.0%

- 2022 Dental Benefits: The Agency and SEIU agree to proportionally share any cost changes in dental premium rates for 2022, keeping the Employer and Employee proportions of premiums the same for 2022. If the premium increase is greater than 10%, negotiations on dental benefits will re-open.

Vision



- 2021 Vision Benefits: No change in plan or premiums.
- 2022 Vision Benefits: The Agency agrees to absorb any changes to premiums for 2022.

Life Insurance

- 2021 Life Insurance Benefits: No change in plan or premiums.
- 2022 Life Insurance Benefits: The Agency agrees to absorb any changes to premiums for 2022.

Article 16 – Reopener Provisions

Changes to MOU language will remain in effect for a period of three years. The Agency and SEIU agree to proportionally share any future cost increase in medical and dental rates for 2022, unless the increase is greater than 10%. If the increase is greater than 10%, negotiations will reopen. The Agency and SEIU agree to re-open any MOU item should federal, state or local guidelines require a change, or the Agency and SEIU agree that such a change is warranted.

<p>Fresno Housing Authority Emily De La Guerra, Director of Finance and Administrative Services - Fresno Housing Authority Spokesperson</p> 	<p>SEIU Local 521 Kevin Smith, Internal Worksite Organizer - SEIU Local 521 Spokesperson</p> 
<p>Date Tentative Agreement Signed:</p>	<p>11/16/2020</p>

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EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners
 Fresno Housing

FROM: Preston Prince

CEO/Executive Director

DATE: December 10, 2020

BOARD MEETING: December 15, 2020

AGENDA ITEM: 11

AUTHOR: Staff

SUBJECT: December 2020 Executive Director's Report

#

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

The Villages at Paragon	Under Construction	4041 Plaza Drive West, Fresno, CA	28	55%
Linnaea Villas	Under Construction	2530 Sierra Street, Kingsburg, CA	47	71%
Solivita Commons	Under Construction	725 W Alluvial Avenue, Clovis, Ca	60	75%
The Villages at Broadway	Under Construction	1828 Broadway Street, Fresno, CA	26	33%
The Monarch @ Chinatown	Under Construction	1101 F Street, Fresno, CA	57	7%
Alegre Commons (fka Barstow Commons/The Villages at Barstow)	Pre-Development NPLH funds awarded TCAC Award Received December 2020 Closing	130 W Barstow Avenue, Fresno, CA	42	N/A
The Arthur @ Blackstone (fka Blackstone/Simpson)	Pre-Development 2020 NPLH, IIG Awarded HOME Award Pending Potential 1 st Round 2021 TCAC	3039 N Blackstone Avenue, Fresno, CA	41	N/A
Esperanza Commons (fka Mendota Farm Labor)	Pre-Development Potential 1 st Round 2021 TCAC	241 Tuft Street, Mendota, CA	60	N/A
Corazón del Valle Commons (fka Huron RAD)	Pre-Development MHP Application Pending	Fresno and 12 th Street, Huron, CA	61	N/A
La Joya Commons (fka Firebaugh Family)	Pre-Development	1501 Clyde Fannon Road, Firebaugh, CA	68	N/A
Avalon Commons (fka Chestnut/Alluvial)	Pre-Development	Chestnut and Alluvial Avenues, Fresno, CA	105	N/A
Elderberry at Bethel	Year 15 Investor Buyout (December 2020)	2505 Fifth Street, Sanger, CA	74	N/A
California Avenue Neighborhood	Pre-Development Planning CNI Application Pending	Southwest Fresno - TBD	TBD	N/A

Project Highlights

Alegre Commons, formerly known as Blackstone and Barstow, is set to close on all financials and begin construction in late December 2020.

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.

Efforts are ongoing and we will report on those items as outcomes are achieved.

PARTNERSHIP

Overview

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

MANAGEMENT GOALS

The goals of management include our efforts to stabilize, focus, and extend activities to meet the mandate of our mission through good decisionmaking 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.

Fiscal Services

Accounting and finance staff continue to work in a remote work environment. Most accounting and finance functions continue to be completed through paperless processes. Staff continue to provide supervisory training and onboarding to new hires in the department. As part of the Audit Services RFP process, staff have chosen Cohn Reznick as the auditor for the Agency's single audit and Novogradac as the auditor for various LP audits and will be asking the Boards of Commissioners to approve those contracts in December. In preparation for the Agency's upcoming 2020 audit, staff are testing and refining workflows to ensure compliance and strong internal controls.

Finance staff continue to gather the input of the Boards of Commissioners and work closely with budget managers to refine the agency budget and will be asking the Boards to adopt the 2021 budget at the December meeting.

Information Technology and Information Systems

The Information Technology (IT) department, along with key stakeholders from each department began a vital part of the implementation of our new Document Management System, OnBase. Staff identified approximately five hundred boxes of documents that will be scanned, indexed and put into OnBase. This will make the documents available to staff regardless of their location. The next phase of implementation is system design which is scheduled to be completed mid-January of 2021. Staff estimates that the entire implementation will be completed in the second quarter of 2021.

Administrative Services & Procurement

Procurement has been working on several projects ranging from simple solicitations such as “three quote projects” to more complex solicitations such as “Requests for Proposals” (RFPs).

“Three quote” projects include the following:

1. **Homekey Motels:** rehab services such as roofing, cleaning, flooring, HVAC, etc.

Procurement’s complex solicitations such as Requests for Proposals (RFP) and Invitation for Bids (IFB) include the following:

1. **Unarmed Security Guard Services:** The Agency awarded the contract to American Guard Services on September 8, 2020. Services began on December 7th, 2020.
2. **Audit Services (RFP):** The Agency awarded the contracts to Cohn Reznick and Novogradac. The Notice of award is tentative pending Board of Commissioners’ approval.
3. **Solar on Multifamily Affordable Housing (SOMAH) Program (RFP):** The solicitation was posted on October 23, 2020. A pre-proposal conference call took place on November 17th, 2020. The RFP due date was extended from December 10th to December 17th. Procurement is currently discussing extending deadline to January of 2021.

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In addition, Procurement has been working on a Piggyback contract for the following companies and services:

1. **Transitional Housing Management Services with Turning Point of Central California, Inc.:** The Agency will piggyback an existing contract the County of Fresno has with Turning Point. They will be providing comprehensive housing management and supportive case management services to residents that reside at the following Homekey Motel properties: Motel 99, Days Inn, and Welcome Inn. The contract is tentative pending Board of Commissioners’ approval.

Human Resources

Beginning Wednesday, December 2nd, Fresno Housing’s 2021 Benefits Open Enrollment launched for all staff. Employees will have until Wednesday, December 9th to enroll in, make changes to, or cancel benefit coverages for the 2021 plan year. Human Resources, in partnership with our Benefits Broker – Barthuli & Associates, is conducting Virtual Benefit Information Sessions to give all staff an opportunity to learn about important benefit changes and information for the new plan year. To attend the sessions staff can log into from the comfort of their desks or mobile devices to view and listen to the Virtual Benefit Information Sessions remotely.

The Human Resources Department is currently recruiting for positions in the Property Management, Real Estate Development, Housing Choice and Human Resources Department.

Promotions:

- Nicole Henson, HMIS Analyst (promotion)

New Hires:

- There are no new hires to announce at this time.

Kayla Giosa, Human Resources Coordinator II attended the Western Region Intergovernmental Personnel Assessment Council (WRIPAC) Job Analysis training on Tuesday, December 1st. Job Analysis is the driving force behind some of the most critical human resources decisions, understanding this comprehensive method ensures compliance with the Federal Uniform Guidelines on Employee Selection Procedures and Americans with Disabilities Act (ADA).

Structure

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

Efforts are ongoing and we will report on those items 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.

Efforts are ongoing and we will report on those items as outcomes are achieved.