



Boards of Commissioners Meeting

June 22, 2021

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 - June 22, 2021 – *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: <http://bit.ly/06222021JBM>

**To join via teleconference, call: (669) 900-6833. Meeting ID: 984 4584 7612
Passcode: 692972**

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 and Presentations**

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

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

5. **Consent Agenda**

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

- | | |
|--|----|
| a. Governance: Consideration of the Minutes of May 25, 2021 | 5 |
| <i>Approval of the minutes of the Board Meetings.</i> | |
| b. Consideration of Contract for Grounds Maintenance Services | 15 |
| <i>Approval of the contract for routine grounds maintenance services for various properties throughout the City and County.</i> | |
| c. Consideration of Renewal of the HOME Tenant-Based Rental Assistance Agreement (HOME TBRA) – City of Fresno | 19 |
| <i>Approval of the renewal of the HOME TBRA program.</i> | |
| d. Consideration of \$500,000 Operating Grant Agreement with the County of Fresno – Journey Home | 63 |
| <i>Approval of an agreement to fund operational and supportive services.</i> | |
| e. Consideration of Operating and Maintenance Agreements, and Funding Application Submissions – Solar on Multi-family Affordable Housing (SOMAH) Program | 92 |
| <i>Authorization to execute agreements for various properties allocated for the SOMAH program.</i> | |

6. Closed Session	
a. PUBLIC EMPLOYMENT	
Title: CEO	
7. Report on Closed Session Item(s)	
8. Staff Presentations and Discussion Items	
a. Overview of 2022 Annual Plans, Timeline, and Process	96
<i>An overview of the planning process and timeline for the Annual Plans.</i>	
b. Update on the Procurement of Property Management and Services Coordination for Transitional and Emergency Housing Properties	97
<i>Staff will provide an update on procurement process associated with these sites, per the direction of the Boards of Commissioners.</i>	
c. Housing Relinquished Fund Corporation (HRFC) Reserve Analysis	98
<i>An update on the cash reserves.</i>	
d. Real Estate Development Update	99
<i>Update on Development activities.</i>	
9. Action	
a. Consideration of Approval to Submit a Funding Application Corazon del Valle Commons	100
<i>Details to come in a subsequent replacement memorandum.</i>	
b. Consideration of Approval to Submit Funding Applications for Avalon Commons (Phase 1)	101
<i>Details to come in a subsequent replacement memorandum.</i>	
c. Consideration of Approval to Submit Funding Applications for Sun Lodge (fka Days Inn)	102
<i>Details to come in a subsequent replacement memorandum.</i>	
d. Consideration of Rental Assistance Demonstration Conversion and Rehabilitation – Wedgewood Commons	103
<i>Approval of the omnibus resolutions for Wedgewood Commons.</i>	
10. Governance	
a. Commissioners' Report	
b. Executive Director's Report	121
11. Adjournment	

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

Tuesday, May 25, 2021

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, May 25, 2021, via teleconference.

1. The regular meeting was called to order at 5:04 p.m. by Board Chair, Commissioner Jones, of the Board of Commissioners of the Housing Authority of 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
 Ruby Yanez
 Sharon Williams
 Sabrina Kelley

ABSENT: Terra Brusseau

The regular meeting was called to order at 5:04 p.m. by Board Chair, Commissioner Catalano, 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: Cary Catalano Chair
 Stacy Sablan
 Joey Fuentes
 Edugiben Ortiz
 Sophia Ramos

ABSENT: Nikki Henry, Vice Chair
 Valori Gallaher

Also, in attendance were the following: Angie Nguyen, Interim CEO/Chief Programs Officer, and Ken Price, Baker Manock and Jensen -General Counsel.

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

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

MOTION PASSED: 5 – 0

CITY MOTION: Commissioner Yanez moved, seconded by Commissioner Williams, to approve the agenda as posted.

MOTION PASSED: 6 – 0

3. PUBLIC COMMENT AND PRESENTATIONS

Eric Payne, Executive Director at Central Valley Urban Institute, welcomed Marc Bady, Chief Diversity Officer, to Fresno Housing. He looks forward to the services he would provide. He referred to a letter that was sent to the Boards by the Central Valley Urban Institute. The letter outlined the abundance of work that will be needed by the new Chief Diversity Officer. He hopes the Boards and staff will take the time to educate Marc Bady on what has been brought forward to the agency by the public. There are a number of concerns that are relative to a culture shift in the organization and a number of other issues that he would like to see mitigated. He looks forward to working with Marc Bady.

4. POTENTIAL CONFLICTS OF INTEREST

There were no potential conflicts of interest at this time.

5. CONSENT AGENDA

- a. Governance: Consideration of the Minutes of April 27, 2021
- b. Consideration of Operations Contract Renewal with Offices of Migrant Services – Parlier Migrant Center
- c. Consideration of Amended HCD Standard Resolution – Corazon del Valle Commons

COUNTY MOTION: Commissioner Sablan moved, seconded by Commissioner Fuentes to approve the consent agenda.

MOTION PASSED: 5 – 0

CITY MOTION: Commissioner Williams moved, seconded by Commissioner Vaillancourt to approve the consent agenda.

MOTION PASSED: 6 – 0

6. STAFF PRESENTATIONS AND DISCUSSION ITEMS

a. Overview of 2020 Mixed Finance Results

Tracewell Hanrahan, Deputy Executive Director, and Juan Lopez, Senior Manager, presented on this item.

b. Real Estate Department Update

Michael Duarte, Chief Real Estate Officer, presented on this item.

7. CLOSED SESSION

The Board of Commissioners entered closed session at 5:49 pm.

a. CONFERENCE WITH REAL ESTATE NEGOTIATORS

(Pursuant to Gov't Code §54954.5(b))

Address: 959 N. Parkway Drive, Fresno, CA (APN: 449-324-11)

Agency Negotiator: Housing Authority of the City of Fresno (HACF)

Negotiating Parties: HACF, Singh Daljit, Surinker Kaur

Under Negotiation: Price and Terms

b. CONFERENCE WITH REAL ESTATE NEGOTIATORS

(Pursuant to Gov't Code §54954.5(b))

Address: 933 N. Parkway Drive, Fresno, CA (APN: 449-335-32)

Agency Negotiator: Housing Authority of the City of Fresno (HACF)

Negotiating Parties: HACF, Naresh Patel, Ragini Patel

Under Negotiation: Price and Terms

8. REPORT ON CLOSED SESSION MATTER

The Board returned from closed session at 6:34 pm.

Ken Price, General Counsel, stated there was nothing to report from closed session.

Commissioner Yanez did not rejoin from Closed Session.

9. ACTION

a. Consideration of Assignment of Purchase and Sale Agreement to the City of Fresno with Right of First Refusal – Valley Inn

Ken Price, General Counsel, announced that there was an assignment resolution correction, as well as an incorrect parcel number.

Tracewell Hanrahan, Deputy Executive Director, presented on this item.

CITY MOTION: *Commissioner Kelley moved, seconded by Commissioner Christensen to approve purchase and sale agreement to the City of Fresno with Right of First Refusal – Valley Inn.*

MOTION PASSED: 5 – 0

COUNTY MOTION: *Commissioner Ramos moved, seconded by Commissioner Ortiz to approve purchase and sale agreement to the City of Fresno with Right of First Refusal – Valley Inn.*

MOTION FAILED: 0 – 5

Commissioner Yanez rejoined the meeting at 6:46 pm.

Commissioner Catalano left the meeting.

b. Consideration of Contract for Resident Safety Services

Angie Nguyen, Interim CEO/Chief Programs Officer, presented on this item.

Public Comment:

A written public comment, that was submitted prior to the meeting, was read aloud to the boards by Tiffany Mangum, Executive Operations Manager, and has been included with the minutes for the record (Attachment A).

Shyelance Allen, Roosevelt High School student, spoke in opposition to the police contract. He would like to see the money reinvested in youth development and student housing. He has seen first-hand the impacts and harm that police officers have caused. He spoke about an incident where police had drawn their weapons on his 9 year old niece. For these reasons, Fresno Housing does not need a police contract and the money should be reinvested into something with more value and importance to the community. He asked the board to terminate the police contract and to reinvest the funds to resident services.

Nourbese Flint, Executive Director at Black Women for Wellness Action Project, stated that she was disappointed the boards have decided to invest funds to a police contract rather than investing into youth development and other Covid-19 recovery funds. The Central Valley Urban Institute conducted a multi-generational survey regarding the police contract. A large

amount of residents have voiced their opinion on having these funds diverted to harm reduction programs. There are calls to redesign public safety that will create a place where people are able to feel safe and important. She asked the board to terminate the police contract.

Eric Payne, Executive Director at Central Valley Urban Institute, reminded the boards of the 1-year anniversary of George Floyd's death. This act has forced the nation to confront the inherent brutality of policing. Today will test the concision of the Fresno Housing Board. The Board will take action on the consideration of police contract with the City of Fresno Police Department. Fresno Housing has invested millions of dollars to over policing some of its most marginalized black and brown residents. These contracts have failed to produce any goals, outcomes or deliverables, other than the harm that has been inflicted on the residents. There has to be a better way to support and uplift the community through strategies centered on harm reduction. A record number of people took to the streets with a demand to reimagine public safety. There should be an investment to systemically under-resourced communities. He asked the Boards to reject option 1 and terminate the police contract. The funding should be redirected to support a public safety plan for residents that focus on youth development, workforce trainings, and a Covid-19 recovery fund. The agency requested to review the City of Fresno's police reform commissioner report but there has been no mention of the report or its recommendations. Although there will never be justice to bring George Floyd back, innovation at the cross section of the social determinates of health offers an orientation to redesign our own community to create a just society. The agency has the power and opportunity to create a just society with bold transformation.

Lorena Betancourt, Fresno Housing employee, stated that she has interacted with residents at properties that are under the police contract. She has seen the need for the police contract in order for police officers to be present on site. They have been helpful in walking the properties and escorting unwelcomed visitors that terrorize residents and employees. She urges the Board to consider the comments made by staff and by the residents of these properties. She invited anyone who does not believe the police contracts are necessary to take a tour of the properties. Residents and staff deserve the safety the police contract provides.

CITY MOTION: *Commissioner Vaillancourt moved, seconded by Commissioner Williams to approve the contract for Resident Safety Services.*

MOTION PASSED: 5 – 1

Commissioner Kelley voted no.

COUNTY MOTION: *Commissioner Ramos moved, seconded by Commissioner Ortiz to approve the contract for Resident Safety Services.*

MOTION PASSED: 4 – 0

10. GOVERNANCE

a. Commissioners' Report

Commissioner Yanez:

- She gave an update on the recent Resident meeting. There were several residents in attendance.
- Thanked Tiffany Mangum, Executive Operations Manager, for her support in regards to the resident meetings.

Public Comment:

Eric Payne, Executive Director at Central Valley Urban Institute, stated that 3 minutes was too short of an amount of time to respond to public comment, relative to the impactful issues. He hoped all of the commissioners have been able to view and study the terms of the police contract. There are three funds that have been utilized in order to fully pay for the contracts. If there is an event where there would be an inaccessibility of the limit that has been discussed during tonight's meeting, that would raise a red flag. Another red flag is that there are other incriminating acts relative to this police contract. There are barriers created to secure housing for several applicants applying for housing. There are stipulations in this contract that look at the number of response calls to a resident. If there are an excessive number of response calls to a resident, that could be a cause for an eviction, leaving them homeless. There needs to be deeper consideration from this commission on the terms of this contract agreement. He hoped the Board has done the due diligence of reviewing the contract. As a black man in America, he understands the misconceptions, macroaggressions and bigotry that exist. He believes in the police and the duties that they perform. He understands the police's obligation to respond to crimes relative to gunshots. However, there is no need to over police low-income communities of color. The agency can be making a greater investments compared to only approving \$200,000 into community investment organizations that can help with domestic violence calls.

b. Executive Director's Report

- Quarterly Newsletter has been sent out during the beginning of May.
- Vaccine distributions are continuing throughout the properties.
- A partner agency in Firebaugh administered 78 vaccines during last week's Vaccine distribution.
- Pop-Up Clinic for vaccine distribution at Legacy Commons was held today, May 25, 2021.
- Fresno Housing will be hosting a community meeting on June 3, 2021 for the potential Avalon Commons project.
- Solivita Commons grand opening celebration event will be on June 29, 2021 at 10:00 am.
- June 22, 2021 Board meeting set to be a hybrid board meeting.

- Board workshops are being scheduled starting in July with the Diversity, Equity, and Inclusion workshop.
- Board retreat will possibly be rescheduled for October to allow the board workshops more time.
- A tour will be scheduled to view the newly developed properties.
- HUD has made 295 Emergency Housing Vouchers available to Fresno Housing. These vouchers have been accepted by the agency. There is also a request of an additional 50 vouchers, if they are available. These vouchers will be effective July 1, 2021
- Staff has been able to participate in trainings that HUD offers to ensure a full understanding of the Section 3 changes.
- New Hires
 - o Marc' Bady, Chief Diversity Officer
- Promotions
 - o Esteven Pineda, Maintenance Lead (promoted from Maintenance Technician)
 - o Jesse Zavala, Maintenance Lead (promoted from Maintenance Technician)
 - o Melissa Ortiz, Resident Services Coordinator (promoted from Leasing Specialist)

11. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 8:00 p.m.

Angie Nguyen, Secretary to the Boards of Commissioners



FOR IMMEDIATE RELEASE

May 25, 2021

CONTACT:

(916) 319-3868

Members of the California Legislative Black Caucus Reflect on the One-Year Anniversary of the Murder of George Floyd

Sacramento — Members of the California Legislative Black Caucus (CLBC) reflect on the one-year anniversary of the murder of George Floyd on May 25, 2020, by former Minneapolis Police Officer Derek Chauvin. In a video recording of the fatal arrest, Chauvin can be seen pressing his knee into the neck of Floyd for 9 minutes and 29 seconds. The murder of George Floyd sent shockwaves around the world and renewed calls for comprehensive police reform. Last month, a Minneapolis jury found Chauvin guilty for the murder of George Floyd. The three other officers involved in Floyd's death are awaiting trial.

"To say that 2020 was a tumultuous year is a gross understatement. The COVID-19 pandemic changed every aspect of our lives -- the way we work, how we educate our students, going to the doctor, how we communicate with one another, among other things. What did not change was the historic brutality and violence against Black and Brown communities by the hands of rouge cops in law enforcement," said **Senator Steven Bradford (D-Gardena), Chair of the California Legislative Black Caucus**. The murder of George Floyd and other incidences of police brutality triggered a racial reckoning in this country that we have not witnessed in white America since the Civil Rights Movement. California has always been at the forefront on diversity issues in this country. From ethnic studies, diversity on corporate boards, to the first-in-the-nation task force to study and develop reparations, we have continued to demonstrate our leadership. Yet, we remain one of four states without a decertification process to hold rogue cops accountable. The world witnessed a modern day lynching by Chauvin and yet this country remained on pins and needles in anticipation of whether he would be found guilty. What does that say about the institution of policing in this country? As a state, we have to remain dedicated to setting the standard in our nation on progressive issues that foster real change. It is time we take that approach with police reform and public safety."

"The one year anniversary of George Floyd's murder is a stark reminder of the work that remains to protect Black bodies in California and across the nation. Work that begins in recognizing how our institutions continue to perpetuate implicit bias towards Black and Brown communities of color, people experiencing poverty, and unsheltered individuals," said **Senator Sydney Kamlager (D-Los Angeles), Vice-Chair of the California Legislative Black Caucus**. Today, in coordination with my colleagues, I'm doubling down in my commitment to reforming our criminal justice system, addressing massive health care inequities, and furthering broader economic justice. Because while

we have begun to see police accountability in the name of George Floyd, it is only through radical, anti-racist work will we achieve justice for the lives of Black Americans.”

“One year after George Floyd was murdered we continue to grieve. At the same time, things are different. In the last year we saw millions of people from all walks of life in the streets chanting Black Lives Matter, but now, it is translating into policy reforms,” said **Assemblymember Chris Holden (D-Pasadena)**. Today we remember the man who was George Floyd, and tomorrow we continue our work towards justice for him and the countless victims of deadly and excessive force by police officers.”

“One year after the death of George Floyd, I with other members of the CLBC will continue our work in the California Legislature to improve the lives of Black Californians,” said **Assemblymember Kevin McCarty (D-Sacramento), Secretary of the California Legislative Black Caucus**. We will never stay silent in the face of injustice. Rest in power George Floyd.”

“While justice was served for Floyd, let us take this moment one year after his death to acknowledge the strides we must continue to make in African American communities in his honor to attain true equity,” said **Assemblymember Jim Cooper (D-Elk Grove), Treasurer of the California Legislative Black Caucus**.

“As the mother of two young boys, witnessing George Floyd’s death was extremely painful and personal,” said **Assemblymember Akilah Weber, MD (D-San Diego)**. We all felt a riveting emotional reaction, and it was particularly devastating for the Black community who has repeatedly been subjected to this type of trauma for generations. This tragedy once again highlighted the urgent need to take action because much work still needs to be done to establish equity for all. We must do better for our future generations.”

“We owe it to Mr. Floyd, to his daughter and to our future generations to demand justice for all those who are victims of police brutality and to hold those who abuse their authority accountable, so that one day, we can live without fear. It was not his choice but it is George Floyd’s legacy,” said **Assemblymember Autumn Burke (D-Inglewood)**.

“One year later and we don’t have true justice for George Floyd and families affected by police brutality yet. The guilty verdict was necessary but we must have convictions for the other officers whose use of positional asphyxia killed George Floyd,” said **Assemblymember Mike Gipson (D-Carson), Chair of the Assembly Select Committee on Police Reform**. My bill, AB 490 (The Angelo Quinto Act of 2021) bans positional asphyxia and is a part of comprehensive police reform legislation in California, authored by the CLBC and nationally with HR 7120 (Bass). I call on the Legislature to pass and Governor Newsom to sign the CLBC justice package and the U.S. Senate to pass and President Biden to sign HR 7120, the George Floyd Justice in Policing Act.”

“The tragic death of George Floyd has made it clear to all that racism in our country persists. Mr. Floyd did not die in vain as his legacy will be remembered as the tipping point that led America to reconcile its past by creating a future of inclusivity and equality,” said **Assemblymember Jones-Sawyer (D-South Los Angeles), Chair of the Assembly Committee on Public Safety**.

Since the murder of George Floyd, the CLBC has championed bold legislation addressing structural racism and police brutality. These measures include the following:

2020-2021 Police Reform Bills

- **SB 2 Bradford** Kenneth Ross Jr. Police Decertification Act of 2021
- **AB 26 Holden** Duty to Intervene
- **AB 118 Kamlager** C.R.I.S.E.S Act Pilot Program
- **AB 89 Jones-Sawyer** PEACE Act
- **AB 1165 Gipson** Tear Gas Ban in Juvenile Facilities

2019-2020 Police Reform Bills

- **AB 846 Burke** Police Job Descriptions and Bias Screening
- **AB 1185 McCarty** Sheriff Oversight
- **AB 1196 Gipson** Carotid Restraint
- **AB 1950 Kamlager** Probation Reform
- **AB 1506 McCarty** Independent Investigations for Police Deadly Force
- **AB 3070 Weber** Juries: peremptory challenges

The CLBC will continue our work on police reform. We had some success in recent years, but there is still much more to do and it will not be easy. This is a critical time in our country. True leadership and unity will matter more than ever. Let's resolve together to make a safer California for all.

###

For more on the CLBC 2021 legislative package, visit here:

<https://blackcaucus.legislature.ca.gov/content/legislative-package>

BOARD MEMO

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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing

FROM: Angelina Nguyen

Interim CEO/Chief Programs Officer

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 5b

AUTHOR: Jordan Mikus

SUBJECT: Consideration of Contract for Grounds Maintenance Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to execute the contract with Central Valley Lawnsapes for routine grounds maintenance at Agency properties across the County and City of Fresno. A Request for Proposals (RFP) was publicly solicited in March of 2021. Solicitation efforts included publication in the Fresno Bee, Builder's Journal, E-procurement website, and direct calls to potential vendors. The deadline for responses was June 1, 2021 at 4:00pm. The Agency received a total of three proposals from qualified firms:

1. California Turf & Landscaping
2. Central Valley Lawnsapes
3. Mario's Landscaping

Procurement staff determined all three proposers to be responsive and responsible, and will be awarding each with a one-year contract term starting August 1, 2021 to July 31, 2022, with four (4) additional one (1) year option renewals. Central Valley Lawnsapes contract was determined to be the only contract with a value that exceeded the \$250,000 threshold, which requires Board approval when utilizing Agency funding.

Recommendation

Staff recommends the Boards of Commissioners adopt a resolution authorizing Angelina Nguyen, Interim CEO/Chief Programs Officer and/or her designee, to enter into contract negotiations and execute the one year contract for routine grounds maintenance services with Central Valley Lawnsapes from August 1st, 2021 to July 31, 2022 for an amount not to exceed \$315,408.

Fiscal Impact

The fiscal impact of the contract to the Agency with Central Valley Lawnsapes will be no more than \$315,408 for each one year term. Anticipated value for each contract for the Agency utilizing LIPH funding are as follows:

Term Year	California Turf & Landscaping – LIPH Properties	Central Valley Lawnsapes – LIPH Properties	Mario's Landscaping – LIPH Properties
Year 1	\$153,840	\$315,408	\$61,980
Year 2 (1 ST Option)	\$153,840	\$315,408	\$61,980
Year 3 (2 nd Option)	\$153,840	\$315,408	\$61,980
Year 4 (3 rd Option)	\$153,840	\$315,408	\$61,980
Year 5 (4 th Option)	\$153,840	\$315,408	\$61,980
Total	\$769,200	\$1,577,040	\$309,900

Background Information

The contract award is for routine grounds maintenance services including mowing, trimming, and general cleaning for Agency properties across the County and City of Fresno. Several factors were taken into consideration when selecting the successful proposers, including proposed costs, demonstrated experience with Fresno Housing or a similar agency, technical capabilities, the overall quality of the proposals, and whether the firm engaged in Section 3 activities. Proposers had the opportunity to bid on 60 separate pricing lots, with each lot receiving its own price evaluation to determine the best overall value at each location. An evaluation committee was responsible for evaluating the proposals, scoring each firm based on the documents they submitted and the requirements listed in the solicitation. Staff took every effort to engage all different types of landscaping firms in the RFP process, including sending the RFP directly to firms, following up with emails, answering questions and providing assistance. Based on this assessment and following the compilation of scores, the selection committee consisting of staff from Assisted Housing, Property Management, and Asset Management, recommended awarding a contract to the firm who scored highest in each lot or site.

Additional information below displays the contract values for the limited partnerships which are affiliate entities of the agency and managed by Silvercrest. While the Boards are not required to approve these contracts, staff wanted to provide information on the complete procurement given the split in funding sources.

Term Year	California Turf & Landscaping – LP Properties	Central Valley Lawnsapes – LP Properties	Mario's Landscaping – LP Properties
Year 1	\$140,880	\$111,000	\$46,080
Year 2 (1 ST Option)	\$140,880	\$111,000	\$46,080
Year 3 (2 nd Option)	\$140,880	\$111,000	\$46,080
Year 4 (3 rd Option)	\$140,880	\$111,000	\$46,080
Year 5 (4 th Option)	\$140,880	\$111,000	\$46,080
Total	\$704,400	\$555,000	\$230,400

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION APPROVING AWARD AND EXECUTION OF CONTRACT FOR
GROUNDS MAINTENANCE SERVICES**

WHEREAS, the Housing Authority of Fresno County (the "Agency") has received proposals from qualified firms to perform grounds maintenance services for the Agency; and

WHEREAS, Central Valley Lawnsapes 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 Central Valley Lawnsapes for grounds maintenance services in the amount of \$315,408; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby authorize Angelina Nguyen, Interim CEO/Chief Programs Officer, or her designee, to negotiate and execute the contract for grounds maintenance services with Central Valley Lawnsapes and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 22nd DAY OF June, 2021. 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:

Angelina Nguyen, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

**RESOLUTION APPROVING AWARD AND EXECUTION OF CONTRACT FOR
GROUNDS MAINTENANCE SERVICES**

WHEREAS, the Housing Authority of the City of Fresno (the “Agency”) has received proposals from qualified firms to perform grounds maintenance services for the Agency; and

WHEREAS, Central Valley Lawnsapes 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 Central Valley Lawnsapes for grounds maintenance services in the amount of \$315,408; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby authorize Angelina Nguyen, Interim CEO/Chief Programs Officer, or her designee, to negotiate and execute the contract for grounds maintenance services with Central Valley Lawnsapes and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 22nd DAY OF June, 2021. 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:

Angelina Nguyen, Secretary of the Boards of Commissioners

BOARD MEMO

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

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 Fresno, California 93721
 TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners
 Fresno Housing
DATE: June 18, 2021
BOARD MEETING: June 22, 2021
FROM: Angelina Nguyen
 Interim CEO/Chief Programs Officer **AGENDA ITEM:** 5c
AUTHOR: Doreen Eley
SUBJECT: Approval to Renew Administration of the City of Fresno HOME
 Tenant Based Rental Assistance (HOME TBRA) Program

Executive Summary

Fresno Housing (FH) has been awarded renewal funding from the City of Fresno for the HOME Tenant Based Rental Assistance (HOME TBRA) Program. The purpose of HOME TBRA is to primarily provide tenant based rental assistance to persons experiencing homelessness and have very low and/or extremely low income. The program also assists persons experiencing homelessness and/or at risk of homelessness with security and/or utility deposits to eliminate the last barrier to stable housing. In addition, the City of Fresno has partnered with the County of Fresno's Housing and Disability Advocacy Program (HDAP), to allow use of HOME TBRA to provide tenant based rental assistance to persons experiencing homelessness. HDAP is designed to assist persons with disabilities and experiencing homelessness with safe, affordable housing and County supplied supportive services.

The term of this agreement is retroactive to January 1, 2021 and will run through December 31, 2022. HOME TBRA is funded at \$1,378,789 and intends to assist approximately 100 persons experiencing homelessness. The assistance can be up to one year of tenant based rental assistance and/or security/utility deposit as assessment and client need dictates.

In administering the program, FH intends to use its expertise in administering rental assistance programs and collaboration with community partners with the needs of persons experiencing homelessness in mind.

Recommendation

It is recommended that the Boards of Commissioners of the City of Fresno and Fresno County adopt the attached resolution authorizing: (a) the renewal of administration of the City of Fresno HOME TBRA program; (b) negotiation and execution, by Angelina Nguyen, Interim CEO or her designee, of any resulting contract(s), and associated amendments.

Fiscal Impact

A total of \$707,000 of the total budget of \$1,378,379 was included in the 2021 budget. Any unspent funds will be available for future use and included in the 2022 budget. HOME TBRA has no match requirement.

Background Information

In 2014, the City of Fresno approached FH to administer the first \$1 million of HOME dollars to support efforts at ending homelessness due to agency success in rental assistance programs targeting persons experiencing homelessness. Since 2014, FH has assisted over 220 households, comprising 350 persons with tenant based rental and/or security/utility deposit assistance using HOME TBRA dollars.

With this HOME TBRA contract, FH is expected to assist an approximate 100 persons experiencing homelessness with up to a year of tenant based rental assistance and/or security/utility deposit as assessment and client need dictates. HOME TBRA targets those who are less vulnerable as assessed by the Vulnerability Index Services Prioritization Decision Assistance Tool (VI-SPDAT) as this program does not fund housing supportive services. HOME TBRA is vital to the community as it provides gap funding for housing the less vulnerable as the community focuses other resources on the more vulnerable homeless population.

HOME INVESTMENT PARTNERSHIPS PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF FRESNO AND THE FRESNO HOUSING AUTHORITY REGARDING TENANT BASED RENTAL ASSISTANCE

THIS HOME Investment Partnerships Program Subrecipient Agreement (the Agreement) is made and entered into, effective the APRIL , 20 21, by and between the CITY OF FRESNO, California, a municipal corporation, acting through its Planning and Development Department, Housing and Community Development Division (GRANTEE), and the HOUSING AUTHORITY CITY OF FRESNO (SUBRECIPIENT).

WHEREAS, the GRANTEE has received a HOME Investment Partnerships Program (HOME Program) grant from the U.S. Department of Housing and Urban Development (HUD), under Title II of the Cranston-Gonzalez National Affordable Rental Housing Act of 1990, as amended (the Act).

WHEREAS, the GRANTEE is a recipient of HOME Program funding for fiscal year 2019-2020 (FY 2020) for use in funding eligible activities furthering established in project objectives to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, the GRANTEE in accordance with its PY 2015-2019 and PY2020-2024 Consolidated Plans and PY 2019-2020 and PY 2020-2021 Annual Action Plans, as amended, desires to designate SUBRECIPIENT to administer a portion of its HOME Program to provide rental assistance to homeless persons or those threatened with homelessness, as more fully described in **Exhibit A**, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, the SUBRECIPIENT is designated to carry-out all actions necessary to implement the HOME Program objectives of providing and preserving affordable housing to eligible lower income individuals and households; and

WHEREAS, to further its goal to provide funding for the homeless and those threatened with homelessness within the City of Fresno, the GRANTEE desires to provide the SUBRECIPIENT with a \$1,378,789 grant to implement the Tenant Based Rental Assistance Program (TBRA).

WHEREAS, pursuant to City Resolution No. 2020-237, the City Manager is authorized to execute, on behalf of the GRANTEE, HOME agreements that are within available allocated HOME funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. SUBRECIPIENT Activities

In accordance with federal HOME Program regulation 24 CFR §92, SUBRECIPIENT agrees to utilize funds made available under this Agreement for the purpose of implementing the Program for homeless persons in accordance with the definitions and requirements of the HOME Program and this Agreement

as described in the Scope of Services and Budget set forth in **Exhibits A and B** respectively.

The SUBRECIPIENT will be responsible for administering the TBRA (Program) in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the HOME program:

1. Assist eligible households with rent payments payable to the property owner(s), or the property owner representative(s), or property management company, hereinafter referred to as “landlord(s)”, on behalf of the eligible resident experiencing homelessness during the City’s FY 2021 and FY 2020-2021 Annual Action Plan program years.
2. Provide rental assistance in the form of security deposit move-in assistance and/or monthly subsidized housing assistance to approximately ninety-six eligible residents with incomes from extremely low-income to very-low incomes.
3. Target rental program assistance to extremely low to very low-income individuals/households who are:
 - a) Persons that are homeless; or
 - b) Persons transitioning from homeless program; or
 - c) Persons who are chronically homeless and appropriate for a rapid rehousing solution.
 - d) Persons at imminent risk of becoming homeless.
4. Maintain client files and documentation of program eligibility.

B. GRANTEE Activities

GRANTEE will oversee SUBRECIPIENT’s administration of the Program to ensure compliance with any standards required as a condition of providing HOME Program funds. GRANTEE will also perform the following activities under the Program:

1. Administer the TBRA Program, in conjunction with the City of Fresno FY 2020-2021 Annual Action Plan;
2. Adhere to the written program procedures attached hereto as **Exhibit A** – City of Fresno HOME TBRA Program Procedures.
3. Review and monitor for Program compliance and efficiency.
4. Manage and remit all reimbursement requests.
5. Report to HUD via the Integrated Disbursement Information System (IDIS), using, in part, data provided by SUBRECIPIENT.
6. Monitor all SUBRECIPIENT activities to ensure compliance with the terms of the Agreement and all HOME requirements.

C. Program Objectives

GRANTEE has determined, and SUBRECIPIENT certifies, that the activities carried out under this Agreement further the policy and intent of the HOME Program goals and objectives.

D. Performance Monitoring

GRANTEE will monitor the performance of the SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by the GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the SUBRECIPIENT shall start on the 1st day of JANUARY, 2021, and end on the 31ST day of DECEMBER, 2022. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of HOME funds or other HOME assets, including Program Income.

III. BUDGET

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as **Exhibit B** and incorporated herein, provided that the specific line item amounts in said Budget may be varied, added and/or stricken, and further provided that in any event total Grant funds disbursed in pursuit of said Budget shall not exceed in the aggregate the lesser of \$1,378,789 GRANTEE's available and allocated HOME Program Funding during the term hereof.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the GRANTEE may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the GRANTEE. Any amendments to the budget must be approved in writing by both the GRANTEE and the SUBRECIPIENT.

IV. PAYMENT

SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of HOME Program funds as described herein. It is expressly agreed and understood that the total amount to be paid by the GRANTEE under this Agreement shall not exceed \$1,378,789. Reimbursements for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance. GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal

course of business, within thirty (30) days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

SUBRECIPIENT shall use the funds provided by GRANTEE solely in pursuit of providing rental assistance to the targeted population. All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act and this Agreement. Any unearned or recaptured HOME Program funding shall be returned to the GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by the SUBRECIPIENT thereon shall be remitted to the GRANTEE. Notwithstanding any payment provisions herein, SUBRECIPIENT's failure to timely and properly submit required records and reports set forth in this Agreement may be cause for GRANTEE to suspend or delay reimbursement payments to SUBRECIPIENT.

SUBRECIPIENT understands and agrees that the availability of HOME Program Funds is subject to the control of HUD, or other federal agencies, and should the HOME Funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate said Funds, GRANTEE shall not provide said Funds unless and until they are made available for payment to GRANTEE by HUD and GRANTEE receives and allocates said Funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

GRANTEE

City of Fresno
Development and Resource
Management Department/Housing
& Community Development Division
Attn: Thomas Morgan
2600 Fresno Street Room 3070
Fresno, CA 93721

SUBRECIPIENT

HOUSING AUTHORITY CITY OF FRESNO
ATTN: ANGELINA NGUYEN
INTERIM CHIEF EXECUTIVE OFFICER
1331 FULTON STREET
FRESNO, CA 93721

VI. GENERAL CONDITIONS

A. Implement of Project

The SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, the SUBRECIPIENT shall notify the GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by the GRANTEE within forty-five days of said official notification.

B. Debarment

SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

C. General Compliance

The SUBRECIPIENT agrees to comply with any applicable laws, ordinances, regulations and orders of the State, local and Federal governments, including but not limited to: the requirements of Title 24 of the Code of Federal Regulations, Part 92 (the U.S. Housing and Urban Development regulations concerning HOME Investment Partnerships Program (HOME) including subpart H of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 92.352 and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

D. Independent Contractor

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the

extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

E. Indemnification

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

F. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 24 CFR 84.31 and 84.48. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in **Exhibit E**.

H. Recognition

The SUBRECIPIENT shall acknowledge the contribution of the HOME Program in all published literature, brochures, programs, flyers, etc., during the term of this Agreement. The SUBRECIPIENT shall also insure recognition of the role of the GRANTEE in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Sub-Contracts

Any work or services subcontracted by SUBRECIPIENT shall be specified by written contract or agreement, and such subcontracts shall be subject to each provision of the Agreement and applicable City, State and Federal guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, such subcontracts must be submitted by the SUBRECIPIENT to the GRANTEE for its review and approval, which will specifically include a determination of compliance.

This review also includes ensuring that all consultant contracts and fee schedules meet the minimum standards established by the City, State and HUD. Reimbursements for such services will be made at the SUBRECIPIENT's cost. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the SUBRECIPIENT or reimbursed by the City without prior written approval.

J. Amendments

The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as

part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

K. Suspension or Termination

In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the SUBRECIPIENT to the GRANTEE reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the GRANTEE or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the GRANTEE determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the GRANTEE may terminate the award in its entirety.

L. Fiscal Limitations

HUD may in the future place programmatic or fiscal limitation on HOME Program funds not presently anticipated. Accordingly, the GRANTEE reserves the right to revise this Agreement in order to take account of actions affecting HUD program funding. In the event of funding reduction, the GRANTEE may reduce the Allocated Funding of this Agreement, and may, at its sole discretion, limit the SUBRECIPIENT's authority to commit and spend funds. Where HUD has directed or requested the GRANTEE to implement a reduction in funding, with respect to funding for this Agreement, the City Manager, or his/her Designee, may act for the GRANTEE in implementing and effecting such a reduction in revising the Agreement for such purpose. The City Manager or his/her Designee may act for the GRANTEE in suspending the operation of this Agreement for up to sixty (60) days, upon three (3) days' prior written notice to the SUBRECIPIENT of his/her intention to so act. In no event, however, shall any revision made by the GRANTEE affect expenditures and legally binding commitments made by the SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

SUBRECIPIENT agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. SUBRECIPIENT shall further adhere to any other accounting requirements included in this Agreement or the Program Manual.

2. Cost Principles

SUBRECIPIENT shall administer its program in conformance with The Cost Principles contained in A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records of individual client files including but not limited to documentation: the assessment of homelessness or threatened homelessness; documentation of income eligibility; and housing placement.
- b. Financial records and other records necessary to document compliance with Subpart H of 24 CFR Part 92.

2. Retention

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years. The retention period begins on the date the GRANTEE prepares the Certificate of Completion. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Closeouts

The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Program assets (including the return of all

unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over HOME Program funds, including Program income.

4. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GRANTEE, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current GRANTEE policy concerning SUBRECIPIENT audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The SUBRECIPIENT shall promptly remit to the GRANTEE all Program income (as defined at 24 CFR 92.504(c)(2)(ii)) generated by activities carried out with HOME funds made available under this Agreement.

2. Indirect Costs

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the GRANTEE for approval, in a form specified by the GRANTEE.

3. Payment Procedures

The GRANTEE will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and GRANTEE policy concerning payments. Payments will be made for eligible expenses when needed by the SUBRECIPIENT for payment of eligible costs, and not to exceed actual cash requirements. Payments will be adjusted by the GRANTEE in accordance with fund and program income balances available in SUBRECIPIENT accounts. In addition, the GRANTEE reserves the

right to liquidate funds available under this Agreement for costs incurred by the GRANTEE on behalf of the SUBRECIPIENT.

4. Progress Reports

The SUBRECIPIENT shall submit regular Progress Reports to the GRANTEE in the form, content, and frequency as required by the GRANTEE.

D. Procurement

1. OMB Standards

Unless specified otherwise within this Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

2. Travel

The SUBRECIPIENT shall not use any HOME funds for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use of HOME funds under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 92.504(c)(2)(vii), as applicable, which include but are not limited to the following:

1. The SUBRECIPIENT shall transfer to the GRANTEE any HOME Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Any real property acquired by SUBRECIPIENT for the purpose of carrying on the projects stated herein, and approved by the GRANTEE in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR part 24, shall be subject to the provisions of the HOME Program regulations including, but not limited to, the provision on use and disposition of property.

VIII. RELOCATION

If and to the extent that construction of the proposed Project results in the permanent or temporary displacement of residential tenants, home-owners or businesses, SUBRECIPIENT shall comply with all applicable local, state, and federal statutes and regulatory with respect to relocation planning, advisory assistance and payment of monetary benefits. SUBRECIPIENT shall notify the GRANTEE and prepare a Relocation Plan in accordance with 49 CFR Part 24. HOME Program funds are an eligible source to provide relocation benefits.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The SUBRECIPIENT agrees to comply with all applicable City, State and Federal guidelines including, but not limited to Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment, contracting opportunities, programs and activities, laws, regulations, and executive orders referenced in Subpart F Section 282 of Title II of the Cranston Gonzales National Affordable Housing Act, as amended

3. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Affirmative Marketing

SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GRANTEE's specifications an Affirmative Marketing Plan as set forth in 24 CFR 92.351(a).

2. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GRANTEE's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The GRANTEE shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, as applicable.

3. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by, or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

7. Subcontract Provisions

The SUBRECIPIENT will include the provisions of Paragraphs IX.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTS or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Section 3 Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the

GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan

area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

2. Subcontracts

- a) Approvals: The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the GRANTEE prior to the execution of such agreement.
- b) Monitoring: The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract

compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c) Content: The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The SUBRECIPIENT shall disclose any and all actual or potential conflicts of interest with GRANTEE. Furthermore, SUBRECIPIENT shall ensure that any subcontractor also discloses any and all actual or potential conflicts of interest with the GRANTEE. Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as **Exhibit D**.

The SUBRECIPIENT further agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to

such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the GRANTEE, the SUBRECIPIENT, or any designated public agency.

5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the GRANTEE and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 92.257(a)(2) such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 35.

Such regulations pertain to all HOME-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

XII. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

XIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

XIV. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and

remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

XV. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

XVI. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

XVII. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

XVIII. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno County, California.

XIX. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XX. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

XXI. NO THIRD-PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, material man, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any

circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

XXII. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT there from shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

XXIII. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

XXIV. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

XXV. RECORDING OF DOCUMENTS

SUBRECIPIENT agrees to cooperate promptly in any manner required at GRANTEE's request, with the recordation of documents/instruments consistent with this Agreement in the Official Records of Fresno County, California. Said cooperation includes but is not limited to correction of errors in documents and witnessed execution thereof.

XXVI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

HOUSING AUTHORITY CITY OF FRESNO
BODY CORPORATE AND POLITIC

By: _____
Thomas Esqueda,
City Manager

By: _____

Name: _____
Angelina Nguyen

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: _____
Interim Chief Executive Officer
(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

By: _____
Tracy N. Parvanian Date
Senior Deputy City Attorney

By: _____

Name: _____

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: Thomas Morgan
Housing and Community Development
Manager
2600 Fresno Street, CH3N 3065
Fresno, CA 93721
Phone: (559) 621-8003
FAX: (559)

SUBRECIPIENT:
Housing Authority of City of Fresno
Attention: Angelina Nguyen
Interim Chief Executive Officer
1331 Fulton Street
Fresno, CA 93721
Phone: (559) 443-8400
FAX:

Attachments:
Exhibit A – Project Description and Scope of Services
Exhibit B – Program Categories Breakdown
Exhibit C - Project Budgetary Proposals
Exhibit D - Disclosure of Conflict of Interest
Exhibit E - Insurance

EXHIBIT A

PROJECT DESCRIPTION AND SCOPE OF SERVICES

PURPOSE

The purpose of the Tenant Based Rental Assistance (TBRA) Program is to provide rental housing assistance to extremely low and very low-income persons or households that are homeless, threatened with homelessness, those transitioning from a homeless housing assistance program or rapid rehousing for chronically homeless individuals.

As the City of Fresno has agreed to allow the use of HOME-TBRA funds as third party in-kind match to support of the County of Fresno's Housing & Disability Advocacy Program (HDAP), the Fresno Housing Authority shall work in partnership with the County of Fresno to extend HOME-TBRA services for up to sixteen TBRA-eligible HDAP participants. If necessary, with the mutual consent of the Fresno Housing Authority and the City of Fresno, the number of HDAP participants to be served may be adjusted. These participants may be in the process of exiting HDAP and it is permissible for them to exit HDAP and still receive HOME-TBRA support, if all other HOME-TBRA requirements are met. The approximate HOME-TBRA match will be \$232,000 for the period of January 1, 2021 to December 31, 2022.

PROGRAM OVERVIEW

TBRA provides rental housing assistance to low income households whose income levels limits access to market rent housing. The assistance is available to individuals and families and allows clients to select the housing unit that best provides acceptable space, quality of housing, and access to neighborhood services. TBRA assistance is limited to:

- Those who are homeless, transitioning from a homeless assistance program, or appropriate for rapid rehousing for chronically homeless individuals.
- Household incomes at or below 50% of the area median income (AMI);
- Only those persons listed on the application and lease;
- Up to two years of assistance;

A. Eligible Activities and Payment Standards

The following activities are eligible under TBRA:

- Rent of a residential dwelling that meets the Housing Quality Standards (HQS);
 - Minimum rent charged set at \$50.00
 - Maximum rent charged cannot exceed 30% of the client's adjusted income. TBRA will cover the gap between the client's minimum payment and the actual cost of rent plus utilities TBRA will cover the gap between a household's rent portion and actual cost of rent plus utilities.
 - Security deposits

- Utility deposits
- Rent charges cannot exceed HUD's Fair Market Rent Limits.

B. Ineligible Activities

The following activities are ineligible to TBRA:

- Duplicate existing rental assistance programs that already reduce a client's rent payment;
- Assisting a resident owner;
- Preventing displacement or relocation as a result of activities other than the HOME Program;
- Provide overnight or temporary shelter to homeless persons;
- Used with existing HOME Investment Partnerships developments currently under a mandated affordability period;
- Commitments to specific owners for specific projects; and
- Assistance to resident owners of cooperative housing that qualifies as home ownership housing.

C. Location

For TBRA assistance to be rendered, rental property must be located within the City of Fresno. The program allows for client choice and movement to a unit that best suits the needs of the household, as such the housing subsidy remains with the client as long as the chosen unit is located within the City of Fresno. Assistance cannot be transferred out of the City of Fresno limits.

D. Record Retention

All records must be retained for five years after final rental assistance is provided.

E. Marketing

Agency must establish how potential applicants will be notified and selected for the TBRA program. Description should include:

- Local preferences: utilization of the Coordinated Entry System and use of the VI-SPDAT (Vulnerability Index Services Prioritization Decision Assistance Tool) for homeless and chronically homeless individuals (as defined by CFR 578.3); preference for chronically homeless VI-SPDAT score of 10 or more; homeless individuals VI-SPDAT score of 1-5.
- Where applications are available and how they are submitted
- Agency steps to reach applicants who are least likely to apply
- Outreach to property owners

Marketing Description – Purpose of TBRA funding is to provide stable, permanent housing for a limited period (up to two years) for those individuals who are homeless, or transitioning from a homeless program or chronically homeless who are appropriate for rapid rehousing. Potential participants will be identified via Coordinated Entry System

(CES) via street outreach and presentation at a MAP Point location. Potential participants will undergo the VI-SPDAT and be matched to most appropriate housing solution which will include HOME TBRA. Upon verification of CES housing solution, potential participant will be contacted via phone, street outreach or MAP Point contacts.

F. Fair Housing

The following information should be included in marketing and agreements with the landlords/owners.

Non-Discrimination: The Agency or landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

G. Tenant Selection

All applicants must be screened and selected through a fair, written and public process.

- 1. Applications:** Obtain a written application to determine eligibility. Application will include the following information: income, household, program rules and policies, complaint and grievance procedures, rent standards, rent calculation form, income limits and adjustments, demographic, family composition, verification of homelessness, prior program participation and VI-SPDAT score.
- 2. Residency Eligibility:** Tenants must be residents of the city of Fresno.
- 3. Eligibility:** Eligibility will be determined upon admission to the program. Thereafter review of eligibility including, income verification, will occur at annual re-examinations. Where a family experiences a change in household composition and/or income between annual re-examination, the Fresno Housing Authority will process an interim re-examination. The family is required to report all changes in household composition and/or income to the Fresno Housing Authority within ten calendar days of the occurrence.

Should an applicant have income above 50% of AMI at annual re-examination, rental assistance will cease. However, the applicant will remain on the program for 180 days.

- 4. Waiting list:** All clients will be complete an application including documentation of homelessness/chronic homelessness, if applicable, inclusion in homeless housing assistance program and VI-SPDAT score. Said applicants will be placed on a Preliminary Wait list. When openings in the program occur, applicants will be selected from the Preliminary Wait list: homeless individuals – VI-SPDAT score 1-5; chronically homeless – VI-SPDAT score of 10 or more; transitioning from a homeless program. All attempts will be made to reach individuals selected including street outreach, message boards dedicated to homeless individuals and communication with agency partners. Should a client not

respond to all summonses, the name will be placed back on the Preliminary Wait list.

H. Notification

Prospective tenants must be notified in writing regarding the outcome of their application. Requirement extends to all unsuccessful applicants as well as selected tenants. It is noted that as some prospective tenants are homeless, there may be no valid address with which to communicate. As such all attempts will be made to contact the client – street outreach conducted to last known place and places where homeless congregate and outreach to varying agency partners regarding whereabouts.

I. Rental Assistance Certificate

Upon admission into the TBRA program, prospective tenants are issued a Rental Assistance Certificate which authorizes households to begin the search for appropriate housing. At the time the coupon is issued a meeting explaining the responsibilities of each party and the impact of the housing choice upon the payment. The certificate should include:

- Agency name
- Household name
- Unit size
- Date issued
- Location restrictions
- Expiration date
- Estimated rent calculation based on tenant income
- Tenant requirements
- Agency processes and responsibilities
- Security Deposit Policy
- Owner/landlord requirements
- Length of assistance
- Equal housing opportunity statement

J. Income Eligibility and Subsidy Amount

A three step process is used to arrive at the maximum subsidy amount.

- Income Determination
- Calculating Adjusted Income
- Total Tenant Payment Calculation

K. Income Determination Process

Agencies will use the Annual Income as Defined in 24 CFR Part 5, to determine TBRA income eligibility. This is also referred to as Part 5 Annual Income; and was based on the Section 8 model. The income definition is defined as the gross amount of income of

all adult household members that is anticipated to be received during the coming 12-month period.

Program participants will provide proof of income (such as wages or governmental benefits) at enrollment and each time household income changes. A copy of the proof of income or self-declaration of no income is stored in the program participant file.

L. Calculating Adjusted Income

After gross income is determined, calculation for the "adjusted income" as defined in 24 CFR 5.611 is used to determine total tenant payment (TTP), which is a measure of a household's ability to pay housing costs.

M. Total Tenant Payment Calculation

The TTP is the final calculation used to determine the Agency's subsidy and tenant's share of rent under a HOME-funded TBRA program. Resident rents are calculated by using annual incomes and applying standard allowances for dependents, childcare, disabilities and medical expenses and based upon established HUD guidelines, Notice CPD-96-03.

If all utilities are included in the rent, the tenant's entire share of housing costs goes directly to the landlord. If utilities are paid separately, the Agency must make utility reimbursements to the household whenever the household's share of housing costs is insufficient to cover expected utility costs. Agencies must use the utility allowance established by the local Housing Authority.

N. Maximum Income

Family income must not be above 50% adjusted median income (AMI) on admission and recertification. Income limits are established by household size and revised annually by the Department of Housing and Urban Development.

O. Unit Selection/Approval

Upon admission into the TBRA program, prospective tenants are issued a Coupon (described above) along with a Request for Unit approval. This document must be completed and forwarded to the Agency to trigger the housing quality inspection.

P. Unit Inspections

Prior to completing the lease or making any payments, a unit must be inspected to meet the housing quality standards (HUD-52580).

- Unit must meet housing quality standards (HQS) before tenancy and at least annually. Complete records of certification, inspections, and follow-up actions must be kept in the client's files.

Q. Occupancy Standards

HUD has established occupancy standards that comply with the HQS requirements and how the number of bedrooms needed by the household will impact the unit size and subsidy. The following basic standards can be modified to take into consideration specific household composition and circumstances (i.e., pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.). Occupancy standards are used to provide consistent criteria for determining the unit size for which the household is eligible and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions.

- No more than two persons are required to occupy a bedroom;
- Persons of different generations (i.e., grandparents, parents, children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom;
- Children of the same sex (regardless of age) and couples cohabitating (whether or not legally married) must share the same bedroom for purpose of assigning the bedroom size on housing coupon;
- A live-in care attendant who is not a member of the family is not required to share a bedroom with another household member.
- Individual medical problems (i.e., chronic illness) sometimes require either separate bedrooms for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment;
- In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military.

R. Ownership

Units maybe privately or publicly owned.

S. Rent Reasonableness

Rent for each unit must be determined to be reasonable when compared to unassisted units.

T. Rent Increases

Any rent increased must be approved by the Housing Authority. Individuals will be asked to provide documentation from the landlord about rent adjustments. Adjustment of the subsidy may be recalculated providing rent amounts continue to maintain the Fair Market Rent standards for the area.

U. Landlord-Tenant Law

Tenants should receive a user-friendly copy of the Landlord-Tenant Law and be informed on how to use this law when problems arise. Copies of signed receipt of the landlord-Tenant Law should be included in the individual's file.

V. Lead Based Paint

Tenants will be notified of the potential presence and hazard of lead. All individuals receiving tenant-based rental subsidies will receive a copy of the Environmental Protection Agency brochure titled “Protect Your Family from Lead in Your Home”. A signed receipt of the copy should be maintained in the individual’s file. EPA Disclosure Requirements for All Leased Housing Built Before 1978.

W. Lease Addendum

Terms: Initially one year, with a month to month renewal at expiration, for a period no longer than two years of assistance. Throughout the assistance period, Fresno Housing Authority retains the right to terminate assistance as detailed below.

X. Un-allowable terms in lease

The lease between the owner and the tenant may not contain the following:

- Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. However, the owner may dispose of personal property left by a tenant in accordance with state law;
- Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- Agreement by the tenant to waive any right to a trial by jury;
- Agreement by the tenant to waive the tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- Agreement by the tenant to pay attorney’s fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses. See Attached Form 13 – Lease Addendum.

AGREEMENT WITH PROPERTY OWNER/LANDLORD

The Housing Authority should have an agreement with the property owner/landlord providing information regarding terms, amounts, security deposit fair housing and termination.

TERMINATION

Agency must notify tenant in writing when terminating tenant assistance. Agency must follow landlord tenant rules of the State of California:

1. **End of Assistance Time Period:** Provide notice in writing to tenant and landlord.
2. **Property Owner Termination:** If a property owner terminates the tenancy through no fault of the tenant, and the tenant is still eligible for assistance, the Agency will work to find another unit.
3. **Tenant Caused Eviction:** If tenant is evicted due to breaking the lease or participating in illegal activities, the agency is under no obligation to continue to provide rental assistance.
4. **Tenant Moves:** Tenant moves are accommodated only on rare instances such as family size or job change.

UTILITIES

1. **Utility Costs:** Utilities costs are included in the fair market rental calculation. Agencies must use the utility allowance established by the Housing Authority of the City of Fresno. The rents must be reduced for tenant paid utilities.

BENEFICIARY DATA / RECORDS

- Housing Authority will track TBRA tenants, rents and occupancy data and submit to the City of Fresno with each invoice.
- Each agency will maintain a Microsoft Excel reporting checklist format provided by City of Fresno that includes:
 - Individual's name
 - Individual's date of birth
 - Receiving case management
 - Financial eligibility
 - Rent below FMR
 - HQS Inspection completion date
 - Lead based paint inspection
 - Lease in file
 - Amount of subsidy
 - Rental start date

REQUIRED DOCUMENTATION

Note: all forms must have signatures.

All forms must be signed by relevant party at the time of submission.

Agencies receiving HOME funding are required to maintain adequate documentation of the eligibility of persons served using the HUD, Community Planning and Development, Office of Affordable Housing Programs, Tenant Based Rental Assistance Guidelines –A HOME Program Model, January 1997.

Records will be retained for five years after final rental assistance is provided.

- Application
- Coupon (rent calculation)
- Income verification and subsidy calculations
- Notice of eligibility or ineligibility to prospective applicants
- Rent Reasonableness
- HQS Inspection Checklist
- Tenant, Rents and Low-Income Occupancy Data
- Lead Based Paint Inspection Report – (Units built before 1978)
- Lease and addendums
- Agreement with owner/landlord
- Case management records
- Notice of end of rental assistance to both tenant and landlord/property owner

Final FY 2021 FMRs By Unit Bedrooms				
Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$795	\$851	\$1064	\$1509	\$1747

https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2020_code/2020summary.odn

Exhibit B

Program Categories Breakdown

Rental Assistance	Utility/Security Deposit	Administration	TOTAL
\$1,006,516	\$234,394	\$137,879	\$1,378,789

EXHIBIT C

BUDGET

Rental Assistance:	58 Participants	\$1,006,516
Utility/Security Deposits:	96 Participants	\$ 234,394
Admin Costs: <ul style="list-style-type: none">• Senior Manager• Assistant Manager• Housing Coordinator• Finance	<ul style="list-style-type: none">.05 FTE.10 FTE.10 FTE.05 FTE	\$ 137,879
TOTAL		\$1,378,789

EXHIBIT D



Housing and Community Development Division
Planning and Development Department

No Conflict of Interest Certification – HUD CDBG, HOME, ESG and HOPWA Programs

Housing Authority City of Fresno

Name of Subrecipient or Applicant

Conflict of Interest Regulations may be found at: 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1)

Subrecipient or Applicant acknowledges and understands that, under HUD conflict of interest rules under 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1), an employee, agent, consultant, officer, or elected or appointed official of the subrecipient, applicant or City of Fresno who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG, HOME, ESG or HOPWA funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities (each "Covered Person"), may not obtain a financial interest or benefit from a CDBG, HOME, ESG or HOPWA-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(SELECT ONLY THE CERTIFICATION THAT APPLIES TO THIS AGREEMENT OR AGREEMENT OR APPLICATION. DO NOT SIGN BOTH.)

- ☒ Subrecipient or Applicant hereby certifies that no "covered person" in its agency or corporation is currently a Covered Person and has not been a Covered Person for a period of at least one (1) calendar year prior to the date of this agreement or application.

Angelina Nguyen

Name

Signature

Date

OR

- ☐ Subrecipient or Applicant hereby certifies that subrecipient/applicant organization includes a Covered Person as defined above, or because subrecipient/applicant has a family or business relationship with a Covered Person.

Name

Signature

Date

Please provide a separate certification for each "covered person" and select the type of covered person.

- ☐ Employee ☐ Agent ☐ Consultant ☐ Officer ☐ Elected Official ☐ Appointed Official

The Covered Person is:

- ☐ Subrecipient/Applicant "covered person"

☐ Family member-name: _____ (please print clearly)

☐ Business associate-name: _____ (please print clearly)

A Covered Person does not automatically disqualify an entity from participating in a HUD assisted program. If a covered person is identified, the Senior Management Analyst or Project Manager will assist you with the additional steps that must be taken before the organization's agreement or application can be funded.

A person may become a "covered person" at any time during the implementation process and this will include beneficiaries receiving assistance provided through this agreement or application who are or have a relationship with a covered person of the applicant or of City of Fresno. A new certification is required each time a covered person is identified.

EXHIBIT E

INSURANCE REQUIREMENTS **EXHIBIT E** **Agreement “Between” City of Fresno** **And** **HOUSING AUTHORITY CITY OF FRESNO** **HOME Tenant-Based Rental Assistance**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to SUBRECIPIENT’s profession.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;

- (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
- 4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
- 5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SUBRECIPIENT shall immediately

furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

RESOLUTION NO. _____

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

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

WHEREAS, the City of Fresno has awarded Fresno Housing renewal funding for the administration of the HOME Tenant Based Rental Assistance (HOME TBRA) program ; and,

WHEREAS, said program is intended to serve approximately 100 persons experiencing homelessness with up to one year of tenant based rental assistance and/or security/utility deposit as assessment and client need dictates; and,

WHEREAS, term of this agreement is retroactive to January 1, 2021 and will run through December 31, 2022 and is funded at \$1,378,789.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby authorize Angelina Nguyen, Interim CEO or her designee to proceed with negotiation and execute all ancillary documents in connection therewith for renewal of administration of the City of Fresno Home Tenant Based Rental Assistance Program.

PASSED AND ADOPTED THIS 22nd DAY OF June, 2021. 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:

Angelina Nguyen, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

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PASSED AND ADOPTED THIS 22nd DAY OF June, 2021. 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:

Angelina Nguyen, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority

FROM: Angelina Nguyen

Interim CEO/Chief Programs Officer

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 5d

AUTHOR: Michael Duarte

SUBJECT: Approval to Enter into a Grant Agreement with the County of Fresno for the Operations and Services of Journey Home in the Provision of Interim Supportive Housing

Executive Summary

In August, 2020 staff submitted four (4) applications to the California Department of Housing and Community Development (HCD) Project Homekey for the acquisition of four (4) motels along the Parkway Drive corridor – Motel 99, Days Inn, Welcome Inn and Parkside Inn, which were subsequently awarded in late November 2020. These properties have been renamed to Step Up On 99, Sun Lodge, Journey Home and Golden State Triage Center, respectively.

Homekey awards included funding for acquisition, repairs and maintenance, and select properties received some operating assistance for the first two years of operation. HCD required Homekey awardees to develop budgets for each for five (5) years; combined operational and reserve expenses totalling \$19.98 million. In a prior month, this Board authorized acceptance of approximately \$6.8 million in grant funding from the City of Fresno towards these expenses. In our budgets we anticipated \$500,000 from the County of Fresno, this CARES Act funding fulfills their commitment.

In July, 2021 the Fresno County Board of Supervisors will take action in support of operational funding in the amount of \$500,000 from the County's CARES Act funding. Staff is requesting the Boards accept this potential future award of funds from the County of Fresno. These funds will be used to support both operational and supportive services expenses specifically at Journey Home performed by the current operator, Turning Point of Central California, for the period of July 1, 2021 – December 31, 2021.

Fiscal Impact

The funding is intended to support operations for the Journey Home property. The action requires no fiscal contribution from the Housing Authority. The Homekey program requires awardees to cover operational costs until the projects convert to permanent housing. In November, 2020, the Boards of Commissions approved a guarantee for operational payments. The acceptance

of these funds has the potential to reduce future Housing Authority contributions.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority authorize the said actions by adopting the attached resolution, and authorize Angelina Nguyen, Interim CEO, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute documents in connection with the approved actions following approval by General Counsel.

1. Authorize the Agency to receive an award of grant funding from the County of Fresno CARES Act in the amount of \$500,000 for operations and services at the property, Journey Home.
2. Authorize the Agency to execute all documents related to the acceptance of the award and the creation of interim housing.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **HOUSING AUTHORITY OF THE CITY OF FRESNO**, a public body, corporate and political, whose address is 1331 Fulton Street, Fresno, CA 93721, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COUNTY was allocated Coronavirus Aid, Relief, and Economic Security (CARES) Act Relief Funds by the U.S. Department of the Treasury to provide assistance to households facing negative economic impacts due to the coronavirus pandemic; and

WHEREAS, COUNTY intends to utilize those funds for homeless services; and

WHEREAS, SUBRECIPIENT has the expertise and is willing to provide said services pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS

A. SUBRECIPIENT shall perform all services set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

B. SUBRECIPIENT shall provide services pursuant to the staffing pattern and program expenses detailed in Exhibit B, Budget, attached hereto and by this reference incorporated herein.

C. SUBRECIPIENT shall maintain membership in the FMCoC and participate in Coordinated Entry throughout the term of this Agreement, as described in Exhibit A. If, for any reason, this status is not maintained, the COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

D. SUBRECIPIENT shall participate in monthly, or as needed, meetings with staff from COUNTY's DSS to discuss requirements, data reporting, training, policies and procedures, overall

program operations, and any problems or foreseeable problems that may arise.

2. TERM

This Agreement shall commence on July 1, 2021 through and including December 31, 2021.

3. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the SUBRECIPIENT thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

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

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to SUBRECIPIENT.

4. COMPENSATION

For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit B,

Budget. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published rate.

In no event shall actual services performed under this Agreement be in excess of Five Hundred Thousand and No/100 Dollars (\$500,0000). Payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of SUBRECIPIENT's invoices by COUNTY.

It is understood that all expenses incidental to SUBRECIPIENT'S performance of services under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY. The services provided by the SUBRECIPIENT under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

To the extent permitted by State and Federal rules and regulations, advanced payment of up to twenty percent (20%) of the maximum compensation under this Agreement may be requested of COUNTY by SUBRECIPIENT. Advance payments shall be limited to implementation costs for new and/or expanded services only. Approval of an advanced payment is at the sole discretion of COUNTY's DSS Director or designee. If advanced payment occurs, the amount of the advanced payment shall be deducted in equal installments from claims submitted during the seventh through twelfth months of this Agreement.

5. INVOICING

SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month for expenditures incurred to provide services rendered in the previous month to:

DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual services provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of

SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable to the COUNTY's DSS.

At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a period of ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90) period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

6. INDEPENDENT CONTRACTOR:

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

SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely no right to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating to payment of SUBRECIPIENT'S employees, including compliance with Social Security

withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

7. MODIFICATION

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

B. Notwithstanding the above, changes to line items in Exhibit B, Budget, in an amount not to exceed ten percent (10%) of the total maximum compensation as identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's DSS Director or designee and SUBRECIPIENT. Budget line item changes shall not result in any change to the maximum compensation amount payable to SUBRECIPIENT, as stated herein.

C. SUBRECIPIENT hereby agrees that changes to the compensation under this Agreement may be necessitated by a reduction in funding from State and/or Federal sources. COUNTY's DSS Director or designee may modify the maximum compensation depending on State and Federal funding availability, as stated in Section Four (4) in this Agreement. SUBRECIPIENT further understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative bodies which affect the provisions, term, or funding of this Agreement in any manner.

8. NON-ASSIGNMENT

SUBRECIPIENT shall not assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the COUNTY or COUNTY's DSS Director or designee. COUNTY acknowledges and consents that Turning Point of Central California, Inc, is a subcontractor of SUBRECIPIENT for provision of property management and services for this Agreement. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held primarily responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall not entitle SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

///

1 **9. HOLD HARMLESS**

2 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request,
3 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
4 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
5 connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or
6 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
7 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
8 may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers,
9 agents, or employees under this Agreement.

10 **10. INSURANCE**

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

15 A. Commercial General Liability

16 Commercial General Liability Insurance with limits of not less than Two Million Dollars
17 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
19 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
20 liability or any other liability insurance deemed necessary because of the nature of this contract.

21 B. Automobile Liability

22 Comprehensive Automobile Liability Insurance with limits of not less than One Million
23 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include
24 any auto used in connection with this Agreement.

25 C. Professional Liability

26 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
27 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
28 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

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

E. Additional Requirements Relating to Insurance

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

SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement, SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219, Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance

provided under SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. CONFLICT OF INTEREST

No officer, employee or agent of the COUNTY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed by the SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the COUNTY. The SUBRECIPIENT shall comply with all Federal, State of California and local conflict of interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the COUNTY.

12. NON-DISCRIMINATION

During the performance of this Agreement SUBRECIPIENT shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of ethnic group identification, gender, gender identity, gender expression, sexual orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious creed, pursuant to all applicable State of California and Federal statutes and regulations.

13. LIMITED ENGLISH PROFICIENCY

SUBRECIPIENT shall provide interpreting and translation services to persons participating in SUBRECIPIENT's services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by SUBRECIPIENT. Interpreter and translation services, including translation of SUBRECIPIENT's "vital documents" (those

documents that contain information that is critical for accessing SUBRECIPIENT's services or are required by law) shall be provided to participants at no cost to the participant. SUBRECIPIENT shall ensure that any employees, agents, subcontractor, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participants' language and can effectively communicate any specialized terms and concepts peculiar to SUBRECIPIENT's services.

14. CLEAN AIR AND WATER

In the event the funding under this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000), SUBRECIPIENT shall comply with all applicable standards, orders or requirements issued under the Clear Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these laws and regulations, SUBRECIPIENT shall assure:

A. No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;

C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws and regulations; and

D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

15. DRUG-FREE WORKPLACE REQUIREMENTS

For purposes of this paragraph, SUBRECIPIENT will be referred to as the "grantee." By drawing funds against this grant award, the grantee is providing the certification that is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that they will maintain a drug-free workplace. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of

grants, or government wide suspension or debarment. SUBRECIPIENT shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.)

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of State funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to notify COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement, SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; and

2) Shall not knowingly enter into any covered transaction with an entity or person who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

B. SUBRECIPIENT shall provide immediate written notice to COUNTY if at any time during the term of this Agreement SUBRECIPIENT learns that the representations it makes above were erroneous when made or have become erroneous by reason of changed circumstances.

C. SUBRECIPIENT shall include a clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

D. SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and debarment status at <https://www.sam.gov/SAM/>.

17. CONFIDENTIALITY

All services performed by SUBRECIPIENT under this Agreement shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality.

///

18. **DATA SECURITY**

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or SUBRECIPIENT device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

SUBRECIPIENT may not store COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

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

19. **PROPERTY OF COUNTY**

SUBRECIPIENT agrees to take reasonable and prudent steps to ensure the security of any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain replacement-value insurance coverages on said hardware and software of like kind and quality

approved by COUNTY.

All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY possession at the termination or expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY owned fixed assets upon the expiration or termination of this Agreement.

20. INDEPENDENT AUDIT

A. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP and/or CESH administrative funds may be used to fund this expense.

1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.

2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY and State representatives to the independent auditor's working papers.

3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.

4) The completed audit report shall be submitted by the auditor to COUNTY within three business days of completion.

5) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each audit finding within 90 days from the date of the audit finding report.

B. Failure to comply with the above provision may result in COUNTY performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of SUBRECIPIENT who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed

by COUNTY under this paragraph shall be billed to SUBRECIPIENT at COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

21. AUDITS AND INSPECTIONS

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

SUBRECIPIENT shall make available all records and accounts for inspection and audit by COUNTY, the State of California, the Comptroller General of the United States, a Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least five (5) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal review process and comply with all final determinations rendered by the COUNTY's fiscal review process. If COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to consumers, it may result in the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a result of COUNTY's fiscal review process a disallowance is discovered due to SUBRECIPIENT's deficiency, SUBRECIPIENT shall be financially liable for the amount previously paid by COUNTY to SUBRECIPIENT and this disallowance will be adjusted from SUBRECIPIENT's future payments, at the discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes, decisions and actions.

22. FRATERNIZATION

SUBRECIPIENT shall establish procedures addressing fraternization between SUBRECIPIENT's staff and clients. Such procedures will include provisions for informing SUBRECIPIENT's staff and clients regarding fraternization guidelines.

23. STATE ENERGY CONSERVATION

SUBRECIPIENT must comply with the mandatory standard and policies relating to energy

efficiency which are contain in the State Energy Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

24. CHARITABLE CHOICE

SUBRECIPIENT may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the SUBRECIPIENT must be voluntary as well as separate in time and location from COUNTY funded activities and services. SUBRECIPIENT shall inform COUNTY as to whether it is faith-based. If SUBRECIPIENT identifies as faith-based, they must submit to DSS a copy of its policy on referring individuals to alternate treatment SUBRECIPIENT, and include a copy of this policy in their client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to DSS. Adherence to this policy will be monitored during site reviews, and a review of client files. If SUBRECIPIENT identifies as faith-based, by July 1 of each year SUBRECIPIENT will be required to report to DSS the number of individuals who requested referrals to alternate providers based on religious objection.

25. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for SUBRECIPIENT's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by the Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

26. PUBLIC INFORMATION

SUBRECIPIENT shall disclose COUNTY as a funding source in all public information.

27. NOTICES

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

COUNTY

Director, COUNTY OF FRESNO
Department of Social Services
P.O. Box 1912
Fresno, CA 93718-1912

SUBRECIPIENT

CEO
Housing Authority of the City of Fresno
1331 Fulton Street
Fresno, CA 93721

All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

28. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

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

29. CHANGE OF LEADERSHIP/MANAGEMENT

In the event of any change in the status of SUBRECIPIENT's leadership or management, SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the date of change. Such notification shall include any new leader or manager's name, address and qualifications. "Leadership or management" shall include any employee, member, or owner of SUBRECIPIENT who either a) directs

individuals providing services pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c) has authority over SUBRECIPIENT's finances.

30. LOBBYING AND POLITICAL ACTIVITY

None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.

SUBRECIPIENT shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

31. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT changes its status to operate as a corporation.

Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions that they are a party to while SUBRECIPIENT is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

32. SEVERABILITY

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

33. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the SUBRECIPIENT and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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

SUBRECIPIENT:
HOUSING AUTHORITY OF
THE CITY OF FRESNO

COUNTY OF FRESNO

By: _____

Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

Print Name: _____

Title: _____
Interim CEO

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

By: _____
Deputy

Mailing Address:
1331 Fulton Mall
Fresno, CA 93721
Phone No: (559) 513-5171
Contact: Assistant Director, Special Programs

FOR ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000
ORG No.: 56107003
Account No.: 7870

DEN:cwc

SUMMARY OF SERVICES

ORGANIZATION: Housing Authority of the City of Fresno (HACF)
ADDRESS: 1331 Fulton Street, Fresno, CA 93721
SERVICE ADDRESS: 777 N. Parkway Drive, Fresno, CA 93728
TELEPHONE: (559) 513-5171
CONTACT: Doreen Eley, Assistant Director, Special Programs
EMAIL: deley@fresnohousing.org
CONTRACT: Journey Home Emergency Shelter Services
CONTRACT TERM: July 1, 2021 – December 31, 2021

SUMMARY OF SERVICES

Housing Authority City of Fresno (HACF) and Turning Point of Central California, Inc. (TPOCC) will work together to provide 24-hour low-barrier Emergency Shelter services to persons experiencing homelessness during and in the aftermath of the COVID-19 pandemic. Services onsite will be housing-focused including diversion pre-screening, case management, housing search and placement, connection to community resources, and stabilization of health issues. HACF and TPOCC will provide forty (40) emergency shelter beds to persons experiencing homelessness. Journey Home, a collaborative effort between HACF, the City of Fresno, the County of Fresno, and Project Homekey, is intended to provide a safe, supportive environment where residents will be provided with wraparound services to attain permanent housing by rebuilding their support network and addressing the issues that led to the episode of homelessness.

Housing Authority of the City of Fresno will subcontract with Turning Point of Central California, Inc. (TPOCC) who shall operate 24-hour Emergency Shelter services that offer low-barrier access to single room accommodations with on-site wraparound services.

TARGET POPULATION

The target population of Journey Home Emergency Shelter services are individuals experiencing homelessness in Fresno County during and immediately following the COVID-19 pandemic.

HOUSING FIRST SERVICES

Housing First is an evidence-based practice suitable to low-barrier services to persons experiencing homelessness. Compliance with Housing First requires the following:

1. Low barriers to entry;
2. Intake process is expedited, client-centered and flexible;
3. Services are client-centered and delivered in accordance with evidence-based practices; and,
4. Every effort is made to prevent a return to homelessness.

All Journey Home activities must be carried out in accordance with Housing First.

EMERGENCY SHELTER SERVICES

Journey Home is intended to provide low barrier, emergency shelter services with a case management geared toward a housing focus. Services at Journey Home will comprise the following components:

Emergency Shelter: Operate 40 low barrier emergency shelter beds for individuals experiencing homelessness in Fresno County. Basic shelter services provided will include meals. The recommended length of stay will be 90 days, subject to exceptions for documented situations.

Case Management: 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 may be referred to a Bridge Housing program to prepare to enter permanent housing.

Housing Search and Placement: Provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing.

Diversion Pre-Screening: Assess all people who present for homeless services at the Emergency Shelter for potential Diversion services and if deemed eligible, refer immediately to a Diversion program.

Stabilizing Health Intervention: Provide services for stabilization of participant health issues, including substance use and mental health disorders.

CONTRACTOR RESPONSIBILITIES

- Provide Civil Rights training to all staff associated with this agreement, including TPOCC staff, within 45 days of the execution of this agreement.
- Provide emergency shelter services to a minimum of 60 unduplicated participants during the term of this agreement.
- Adhere to a low-barrier shelter policy. Shelter beds must be open to all who desire the service regardless of sexual orientation, marital status, or gender identification. Guests must be allowed to enter shelter with their partners, possessions, and pets.
- Register all guests and require them to sign a participation agreement that outlines program policies and their agreement to services provided by Journey Home.
- Allow for 24-hour guest access and not exclude people because of intoxication or mental illness.
- Allow one pet per guest onsite. HACF and TPOCC will make efforts to find foster care for any additional pets that belong to the guest.
- Maintain membership in the Fresno Madera Continuum of Care (FMCoC) and participate in the Coordinated Entry System (CES).
- Accept self-referrals, FMCoC CES referrals and, where appropriate, law enforcement referrals.
- Journey Home must be staffed 24 hours a day, 7 days a week.
- Maintain a minimum staff-to-client ratio of 1:20 during daytime hours.
- Provide on-site office space for Diversion program staff.
- Enter guest information into the Homeless Management Information System (HMIS) in compliance with State of California and/or HUD data collection, management, and reporting standards.
- Adhere to a "Good Neighbor" policy, whereby TPOCC will secure and maintain the perimeter of the Journey Home facility, keeping clear of any nuisances and code violations.
- Provide guests with a voluntary survey to complete upon discharge from the program. The program will consider all feedback and enhance the program based on guest feedback.

- Comply with all shelter and housing habitability standards as identified in 24 CFR 576.403.

PERFORMANCE OUTCOMES

HACF and TPOCC shall provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10th of each month.

HACF with TPOCC as service provider shall meet the following outcomes:

- A minimum of 85% bed utilization as measured by HMIS on the last Wednesday of the month, quarterly, beginning in July 2021.
- A minimum of 70% of participants will be connected to a safe exit from the program, meaning one of the following destinations: rental with or without subsidy, permanent shared-living arrangement with family or friends, Bridge Housing or other emergency housing programs, drug treatment facility, or psychiatric treatment facility.
- 60% of participants will attain a safe exit from the program within 90 days.

BUDGET SUMMARY

ORGANIZATION: Housing Authority of the City of Fresno
 SERVICES: Journey Home Emergency Shelter Services
 CONTRACT TERM: July 1, 2021 through December 31, 2021
 CONTRACT TOTAL: **\$500,000**

<u>Budget Categories</u>	<u>Amount</u>
Turning Point (Prop Management and Services) Agreement:	\$286,745
Payroll:	\$14,142
Administrative:	
Legal Expenses	\$430
Audit Expenses	\$2,869
Real Estate Taxes	\$2,869
Rent	\$41,314
Total Administrative	Subtotal: \$47,482
Utilities:	
Electricity	\$22,952
Water	\$4,131
Gas	\$689
Sewer	\$3,581
Other Utilities-Garbage	\$1,435
Total Utilities	\$32,787
Maintenance & Security:	
Maintenance & Repairs	\$66,848
Security	\$6,541
Total Maintenance & Security	Subtotal: \$73,389
Total Directs:	\$454,545
10% Indirect Cost:	\$45,455
	Total: \$500,000

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest”

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

RESOLUTION NO. _____

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

RESOLUTION APPROVING ACCEPTANCE OF A GRANT AWARD FROM THE COUNTY
OF FRESNO FOR THE OPERATION AND PROVISION OF SERVICES OF JOURNEY
DURING THE PROVISION OF INTERIM HOUSING

WHEREAS, the Housing Authority of Fresno County, California (the “Authority”) intends to support the City of Fresno’s plan to redevelop Parkway Drive and provide interim housing for homeless individuals during the COVID-19 pandemic; and,

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

WHEREAS, the County of Fresno has funding from the CARES Act which they intend to grant for the operation of and provision of services to residents of under-utilized hotels as temporary supportive housing; and

WHEREAS, there is a demonstrated need in the area to provide housing for homeless individuals and families during and after the pandemic; and

WHEREAS, the Authority has been working with the County of Fresno’s Department of Behavioral Health, Department of Social Services and the City of Fresno and other partners to identify supportive housing opportunities for persons experiencing homelessness and those at risk of homelessness; and,

WHEREAS, the Authority submitted a funding request to the County of Fresno for \$500,000; and,

WHEREAS, the County of Fresno intends to fund \$500,000.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California authorize and empower the Interim CEO Angelina Nguyen, Deputy Executive Director Tracewell Hanrahan, or their Designee, for the following actions needed to move forward with receipt of the grant funding:

1. Authorize the Agency to receive an award of grant funding from the County of Fresno CARES Act in the amount of \$500,000 for operations and services at the property Journey Home; and,
2. Authorize the Agency to execute all documents related to the acceptance of the award and the creation of interim housing.

PASSED AND ADOPTED THIS 23th DAY OF JUNE, 2021. 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

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WHEREAS, the County of Fresno intends to fund \$500,000.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California authorize and empower the Interim CEO Angelina Nguyen, Deputy Executive Director Tracewell Hanrahan, or their Designee, for the following actions needed to move forward with receipt of the grant funding:

1. Authorize the Agency to receive an award of grant funding from the County of Fresno CARES Act in the amount of \$500,000 for operations and services at the property Journey Home; and,
2. Authorize the Agency to execute all documents related to the acceptance of the award and the creation of interim housing.

PASSED AND ADOPTED THIS 23th DAY OF JUNE, 2021. 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:

Angelina Nguyen, Secretary of the Boards of Commissioners

BOARD MEMO

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

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing

FROM: Angelina Nguyen

Interim CEO/Chief Programs Officer

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 5e

AUTHOR: Dave Brenner

SUBJECT: Authorization of Project Specific Agreements for the Submission of Applications to the Solar on Multifamily Affordable Housing (SOMAH) Program

Executive Summary

On April 27, 2021, the Boards took action to approve a partnership between Fresno Housing and SunRun for the purpose of submitting funding applications to the Solar on Multifamily Affordable Housing (SOMAH) Program. SunRun was selected through a competitive procurement and deemed to have the necessary capacities to complete the program's various requirements.

Since April, the team has worked rapidly to complete a number of applications. Staff intends to submit these applications prior to July 1st, 2021, after which new program funding rules and allocations come into effect. SOMAH applications require initial design work, proof of residential affordability levels, proposed residential energy distribution plans and signed service contracts. Staff and the Agency's legal counsel have reviewed the contractual documentation provided by SunRun and feel comfortable proceeding to the next step. The team has narrowed the list of feasible projects down to twenty-one (21): Cedar Courts, Cueva de Oso, Elderberry at Bethel, Inyo Terrace, Kings River Commons, Legacy Commons I, Legacy Commons II, Blossom Trail Commons, Orange Cove RAD, Mendota RAD, Oak Grove Commons, Parc Grove Commons Northwest, Parc Grove Commons, Rio Villas, Sequoia Courts, Sequoia Courts Terrace, Paseo 55, Viking Village, Yosemite Village, Wedgewood Commons, and Linnaea Villas. In the event one or several of these projects experience unforeseen challenges, the Agency is able to exit the contract up to the point of mobilization.

The program requires applications to include 20 year operating and maintenance agreements. These represent an agreement between the property owner, typically a single-purpose Limited Partnership, and the solar installer to meet minimum energy production guarantees and ensure the systems continue to benefit residents as designed. SunRun's 20 year operating agreement is in the form of a power purchase agreement (PPA). The structure works to leverage tax credit equity and reduce costs to the property. After year 5, the property owner can exit the agreements for a nominal fee – the discounted cash value of the at-cost maintenance fee.

Recommendation

It is recommended that the Boards of Commissioners of Fresno Housing adopt the attached resolutions authorizing Angelina Nguyen, Interim CEO/Chief Programs Officer, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute documents in connection with the following approved actions:

1. Authorize entry into project specific contracts for the following properties, including 20 year operating and maintenance agreements: Cedar Courts, Cueva de Oso, Elderberry at Bethel, Inyo Terrace, Kings River Commons, Legacy Commons I, Legacy Commons II, Blossom Trail Commons, Mendota RAD, Orange Cove RAD, Oak Grove Commons, Parc Grove Commons Northwest, Parc Grove Commons, Rio Villas, Sequoia Courts, Sequoia Courts Terrace, Paseo 55, Viking Village, Yosemite Village, and Linnaea Villas.
2. Authorize the submission of funding applications for the aforementioned projects to the Solar on Multifamily Affordable Housing (SOMAH) Program.
3. Provide for other matters related thereto.

Fiscal Impact

The incentive provides enough funding to fully cover the cost of installing the tenant system and most of the common area solar. All costs beyond the grant value, including operations and maintenance, will be rolled into the power purchase agreement. While this represents a new cost to the properties, it will be offset by substantial savings in common area energy costs.

Background Information

AB 693 allocates funding from the 2006 California Global Warming Solutions Act. This distribution aims to reduce Green House Gas emissions by converting the state's electrical power to renewable sources.

In 2017, the California State Legislature passed AB 693, thereby creating an annual funding allocation for rooftop solar on affordable housing. The SOMAH program operates on a first come, first serve basis. Each utility territory is assigned a portion of the grant funds annually and all projects meeting the minimum requirements are awarded or placed on a waitlist.

In October, 2020, Staff released a Request for Proposals (RFP) to identify potential contracting partners. The solicitation was published through the Fresno Bee, Builder's Exchange, and NAHRO e-procurement portal and extended twice before closing in January, 2021. The SOMAH requirements are structured to encourage sustained design responsibility. Therefore, successful contractors must be capable of handling the system design, installation or coordination of the install, facilitation of the interconnection process with the local utility company, and execution of the 20 year operations and maintenance plan.

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING THE SUBMISSION OF SPECIFIC FUNDING
APPLICATIONS TO THE SOLAR ON MULTIFAMILY AFFORDABLE HOUSING
(SOMAH) PROGRAM

WHEREAS, the Housing Authority of Fresno County, California (“the Authority”) seeks to improve affordable housing properties within its portfolio and provide additional benefits to residents living within these properties; and,

WHEREAS, the Solar on Multifamily Affordable Housing (SOMAH) program (“the Program”) is a State of California funded initiative to construct solar installations on income restricted multifamily properties; and,

WHEREAS, the Agency anticipates submitting a number of funding applications to the SOMAH program for properties owned by the Agency and by limited partnerships of which the Agency acts as the Administrative General Partner, directly or through a limited liability corporation, and approved such submissions at the April 27, 2021 board meeting; and

WHEREAS, the Agency has completed initial due diligence on twenty-one projects, namely Cedar Courts, Cueva de Oso, Elderberry at Bethel, Inyo Terrace, Kings River Commons, Legacy Commons I, Legacy Commons II, Blossom Trail Commons, Orange Cove RAD, Mendota RAD, Oak Grove Commons, Parc Grove Commons Northwest, Parc Grove Commons, Rio Villas, Sequoia Courts, Sequoia Courts Terrace, Paseo 55, Viking Village, Wedgewood Commons, Yosemite Village, and Linnaea Villas, and intends to submit these projects for consideration under the Program; and

WHEREAS, the submission of funding applications to the Program requires, a contractual agreement with a solar contractor and a binding commitment to operate and maintain the system for twenty years, among other documents; and

WHEREAS, the Agency intends to contract with SunRun to design, coordinate the installation of, and operate solar systems for the aforementioned properties.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California authorize Angelina Nguyen, Interim CEO/Chief

Programs Officer, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute documents in connection with the following approved actions:

1. Authorize the submission of project applications for Cedar Courts, Cueva de Oso, Elderberry at Bethel, Inyo Terrace, Kings River Commons, Legacy Commons I, Legacy Commons II, Blossom Trail Commons, Orange Cove RAD, Mendota RAD, Oak Grove Commons, Parc Grove Commons Northwest, Parc Grove Commons, Rio Villas, Sequoia Courts, Sequoia Courts Terrace, Paseo 55, Wedgewood Commons, Viking Village, Yosemite Village, and Linnaea Villas.
2. Authorize the execution of contracts with SunRun for design and installation of the system, as well as long term maintenance and operations.
3. Authorize the execution of all other documents associated with the submission of applications to the Solar on Multifamily Affordable Housing (SOMAH) program.
4. Provide for other matters related thereto.

PASSED AND ADOPTED THIS 22nd DAY OF JUNE, 2021. 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:

Angelina Nguyen, Secretary of the Boards of Commissioners

BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing

FROM: Angelina Nguyen

Interim CEO/Chief Programs Officer

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 8a

AUTHOR: Lyric Aguigam

SUBJECT: Update on the 2022 Agency Plan

Executive Summary

Staff will be presenting an overview of the 2022 Agency Plan process, as well as an updated timeline.

The Agency Plan consists of the three prevailing policies and administrative documents that govern Fresno Housing's major programs, including the Annual Plan, the Administrative Plan and the Admissions & Continued Occupancy Policy (ACOP).

Fiscal Impact

There is no fiscal impact.

Recommendation

This item is information only. No action is required.

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TO: Boards of Commissioners

Fresno Housing

FROM: Angelina Nguyen

Interim CEO/ Chief Programs Officer

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 8b

AUTHOR: Tracewell Hanrahan

SUBJECT: Update on Procurement of Property Management and Services
Coordination for Transitional and Emergency Housing Properties

Executive Summary

Staff will provide the Commissioners with a brief update on the status of the Request for Proposal (RFP) that is being issued for the Procurement of Property Management and Services Coordination for Transitional and Emergency Housing Properties. The Boards directed staff to provide an update by June 2021.

Staff is finalizing the preparation of the RFP and plans to post the RFP by June 25, 2021. The RFP will be open for two months and is expected to close on August 26, 2021. Staff expects the recommended contracts will be presented to the Boards of Commissioners at the September Board Meeting for approval. The current contract expires on January 15, 2022. This timeline will allow the agency to notify the current provider in writing more than the 90 days required by the contract.

BOARD MEMO

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TO: Boards of Commissioners
Fresno Housing

FROM: Angelina Nguyen

Interim CEO/Chief Programs Officer

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 8c

AUTHOR: Juan Lopez

SUBJECT: Update on Housing Relinquished Fund Corp. (HRFC) Reserves

Executive Summary

Staff will be presenting an update on the Housing Relinquished Fund Corporation (HRFC) cash reserves. The analysis will include actual inflows and outflows as of June, 2021, as well as current commitments.

Recommendation

No action is necessary. This item is informational only.

BOARD MEMO

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TO: Boards of Commissioners
Fresno Housing

FROM: Angelina Nguyen

Interim CEO/Chief Programs Officer

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 8d

AUTHOR: Michael Duarte

SUBJECT: Real Estate Development Update

Executive Summary

Staff will present an overview of development activities.

Recommendation

None at this time. Informational only.

BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing

FROM: Angelina Nguyen

Interim CEO/Chief Programs Officer **AUTHOR:** Michael Duarte

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 9a

SUBJECT: Corazón del Valle Commons (Huron) – Approval to Apply for
Low-Income Housing Tax Credits and Funding Approvals

Executive Summary

Staff will present an update on the Corazón del Valle Commons project and current financing plan. Additionally, Staff will be requesting the Boards take action on details to be provided in a subsequent replacement memo.

Recommendation

None at this time. Information is pending.

BOARD MEMO

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TO: Boards of Commissioners
Fresno Housing

FROM: Angelina Nguyen

Interim CEO/Chief Programs Officer

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 9b

AUTHOR: Michael Duarte

SUBJECT: Avalon Commons – Phase I – Approval to Apply for Low-Income
Housing Tax Credits and Funding Approvals

Executive Summary

Staff will present an update on the Avalon Commons – Phase I project and current financing plan. Additionally, Staff will be requesting the Boards take action on details to be provided in a subsequent replacement memo.

Recommendation

None at this time. Information is pending.

BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing

FROM: Angelina Nguyen

Interim CEO/Chief Programs Officer

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 9c

AUTHOR: Michael Duarte

SUBJECT: Sun Lodge (fka Day's Inn) – Approval to Apply for Low-Income Housing Tax Credits and Funding Approvals

Executive Summary

Staff will present an update on the Sun Lodge project and current financing plan. Additionally, Staff will be requesting the Boards take action on details to be provided in a subsequent replacement memo.

Recommendation

None at this time. Information is pending.

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TO: Board of Commissioners

Fresno Housing

FROM: Angelina Nguyen

Interim CEO/Chief Programs Officer

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

AGENDA ITEM: 9d

AUTHOR: Dave Brenner

SUBJECT: Wedgewood Villas – HUD Rental Assistance Demonstration
Conversion and Rehabilitation

Executive Summary

On August 25, 2020, the Board of Commissioners adopted resolutions approving the conversion of Wedgewood Commons (hereafter Wedgewood Villas) under the United State’s Department of Housing and Urban Development’s (HUD) Rental Assistance Demonstration (“RAD”) program and the creation of an ownership partnership between the Housing Authority of Fresno County, CA and Silvercrest, Inc.

Wedgewood Villas is an existing 64-unit senior housing property located at 2415 5th Street in Sanger, California. The property will be converting from the Low-Income Public Housing (LIPH) program to Project Based Vouchers (PBV’s) through the HUD RAD program. As part of this conversion, Staff will complete a number of repairs and alterations to the property. While the project includes some temporary on-site relocation, no households will be required to relocate off-site.

The scope of repairs for the project includes the replacement of mechanical equipment (HVAC and domestic water heaters), the upgrading of accessibility features within ADA units, and the improvement of certain site features (walkways, trash enclosures). Furthermore, Staff has secured an award of energy efficiency funding from the Low-Income Weatherization Program to complete upgrades to the lighting and appliances.

The project will be funded by a mortgage loan from Citizens Business Bank, a small amount of HUD Capital Funds, and the aforementioned energy efficiency grant. This will be the Agency’s first time working with Citizens Business Bank, a local lending institution in Visalia. Furthermore, Staff is looking at possible additional sources of funding to augment the scope of work. In early June, Staff submitted an application to the County of Fresno for HOME funding.

The property will be owned by Sanger Wedgewood, LP. Unlike traditional limited partnerships, this ownership entity will not have an investor. The entity was created to share ownership between the Housing Authority of Fresno County, CA and Silvercrest,

Inc., enabling the property to qualify for property tax exemptions for affordable housing. After conversion the property will continue to be managed by Fresno Housing staff.

The resolution authorizes the execution and delivery of documents related to the Rental Assistance Demonstration program conversion, and the execution of such documents to implement project financing by the Housing Authority of Fresno County, CA on its own behalf and in the capacity as general partner of Sanger Wedgewood, LP.

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.

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

1. Authorization for Angelina Nguyen, Interim CEO/Chief Programs Officer, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to execute documents on behalf of the Housing Authority of Fresno County, CA in the name of the Administrative General Partner (AGP) or the Partnership.
2. Authorize a Housing Authority of Fresno County, CA Capital Funds loan in the amount of up to \$450,000.
3. Authorize the Housing Authority of Fresno County, CA to transfer the property to Sanger Wedgewood, LP, of which the Housing Authority maintains a controlling interest
4. Authorize the execution of documents in association with HUD's Rental Assistance Demonstration program
5. Authorize the Agency as the management agent of the Development;
6. Authorize actions for the financing, development and operation of the Project, and
7. Provide for other matters related thereto.

Fiscal Impact

The tables below represent the preferred financing plan.

Table 1: Construction Sources of Finance

Source	Amount	Description
Mortgage Loan	\$ 1,010,000	The Partnership has received a commitment for a mortgage loan from Citizens Business Bank. The loan has a 15 year term, 30 year amortization, and 3.75% interest rate.

Source	Amount	Description
Housing Authority of Fresno County Capital Funds	\$ 139,682	The Housing Authority has set aside a portion of Capital Funds to fund this project
Low-Income Weatherization Program Grant	\$ 245,000	The grant from the Low Income Weatherization is reimbursable upon completion of specific measures.
Total Const. Sources	\$ 1,394,682	

Table 2: Permanent Sources of Finance

Source	Amount	Description
Mortgage Loan	\$ 1,010,000	The Partnership has received a commitment for a mortgage loan from Citizens Business Bank. The loan has a 15 year term, 30 year amortization, and 3.75% interest rate.
Housing Authority of Fresno County Capital Funds	\$ 284,682	Residual receipts loan consisting of capital funds and low-income weatherization program finance
Total Perm Sources	\$ 1,394,682	

Background Information

Wedgewood Villas (fka Wedgewood Commons) was built in 1984 under HUD's Low-Income Public Housing program. The property is located adjacent to the Elderberry at Bethel senior housing property in Sanger, California.

In the spring of 2017, staff met with residents to discuss a possible conversion under the RAD program. In April 2020, the Boards approved submission of an initial RAD application to HUD.

Attachments: Exhibit A - Organizational Chart
Exhibit B – Aerial/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 FRESNO COUNTY, CA

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED TO THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM CONVERSION OF WEDGEWOOD VILLAS AND THE EXECUTION OF SUCH DOCUMENTS TO IMPLEMENT PROJECT FINANCING BY THE HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA ON ITS OWN BEHALF AND IN ITS CAPACITY AS A GENERAL PARTNER OF SANGER WEDGEWOOD, LP, IN CONNECTION WITH THE FINANCING, DEVELOPMENT AND OPERATION OF THE WEDGEWOOD VILLAS PROJECT, AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the Housing Authority of Fresno County, California (the “**Authority**” or “**HAFC**”) seeks to expand the development and availability of long-term housing for low income persons residing in the Fresno County, California (the “**County**”); 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 owns the property at 2415 5th Street, Sanger, California (APN: 315-180-27-T) and has agreed to facilitate the transfer, conversion and rehabilitation of the existing 64 units (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 sixty-three (63) units to Rental Assistance Demonstration Program Project Based Vouchers. 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, together with Silvercrest, Inc., entered into an Agreement of Limited Partnership dated as of April 2, 2021, pursuant to which the Authority is the “**Administrative GP**” and Silvercrest, Inc. is the “**Managing GP**” (collectively the “**General Partners**”), and Authority is also the “**Limited Partner**” of Sanger Wedgewood, LP, a California limited partnership (the “**Partnership**”), and also filed a Certificate of Limited Partnership with the California Secretary of State on September 1st, 2020; 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 for up to \$450,000, consisting of Authority Capital and Operating funds and grant funding from the Low-Income

Weatherization Program (the “**HAFC Loan**”) to finance the Project; and

WHEREAS, the Partnership will finance the cost of acquiring and rehabilitating the Project with numerous sources of funds, projected to include from a loan from Citizens Business Bank (“**Citizens**”) in an amount not to exceed \$1,010,000 (the “**Citizens Loan**”); and the HAFC Loan not to exceed \$450,000; (collectively, the “**Project Financing**”); and

WHEREAS, should additional funding be secured, that commitment will be added to Project Financing and the Authority will execute documents associated with the source of funding; and

WHEREAS, the Authority intends to act as a lender of the HAFC Loan, the developer of the Project, 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. **General Partner Function.** The Interim CEO/Chief Programs Officer, Angelina Nguyen, or the Deputy Executive Director, Tracewell Hanrahan, or their respective designees (each, an “**Authorized Officer**” and, collectively, the “**Authorized Officers**”), are authorized and directed to cause the Authority, in its capacity as General Partner, to take all actions and execute all documents necessary to carry out its function as 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.

2. **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, any other documents reasonably required to be executed by the Authority, to carry out the transactions contemplated by the Partnership Documents.

3. **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 of the limited partnership 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 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 Limited Partnership, any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the HUD Documents.

4. **Approval of the Making of the HAFC Loan.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "HAFC Loan Documents" (the "**HAFC Loan Documents**") to be executed by the Partnership and the Authority to effectuate the HAFC Loan, which Loan Documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow the HAFC Loan from the Authority. The making of the HAFC Loan for up to \$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 HAFC 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 HAFC Loan Documents, including material changes, and the final amount to be loaned, and such Authorized Officer's signature on the final HAFC 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 HAFC Loan Documents. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of the HAFC Loan by any amount, or to increase the principal amount of the HAFC 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.

5. **Loan of Funds.** The Authorized Officers, and each of them acting alone, are authorized to take such actions and execute such documents as necessary to cause the Partnership to borrow funds from Citizens Business Bank in an approximate amount of up to \$1,010,000. 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.

6. **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, 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, or the Partnership to carry out the transactions contemplated by the Management Agent Documents.

7. **Execution of Documents.** The Authorized Officers, and each of them acting alone, 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. 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.

8. **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.

9. **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.

10. **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.

11. **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.

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

PASSED AND ADOPTED THIS 22ND DAY OF JUNE, 2021. 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:

Angelina Nguyen, Secretary

CERTIFICATE

I, the undersigned, the duly appointed Interim CEO/Chief Programs Officer of the Housing Authority of Fresno County (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 22nd day of June, 2021, 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 22nd day of June, 2021.

**HOUSING AUTHORITY OF FRESNO
COUNTY, CALIFORNIA**

Angelina Nguyen, Interim CEO/Chief Programs
Officer

EXHIBIT A PROJECT DOCUMENTS

Partnership Documents

- (a) Agreement of Limited Partnership of Sanger Wedgewood, LP and all exhibits attached thereto which require execution;
- (b) Guaranty by the Authority in favor of HUD and the lender;
- (c) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement executed by the Partnership and Housing Authority of Fresno County;
- (d) Reimbursement and Assignment Agreement by and among the Partnership, the Managing General Partner, the Administrative General Partner, and the Authority;

HUD Documents

- (e) RAD Conversion Commitment by the Authority and the Partnership;
- (f) RAD Use Agreement by the Partnership;
- (g) Housing Assistance Payments Contract – RAD for the Conversion of Public Housing to Project-Based Section 8 by the Partnership;
- (h) HUD-required certifications and forms by the Authority and the Partnership;
- (i) PBV Agreement To Enter Into Housing Assistance Payments Contract by the Authority and the Partnership;
- (j) PBV Housing Assistance Payments Contract New Construction or Rehabilitation by the Authority and the Partnership; and

Citizens Business Bank Construction Loan Documents

- (k) Promissory Note executed by the Partnership in favor of Citizens Business Bank;
- (l) Completion Guaranty (Secured Loan) executed by the Authority, in its capacity as guarantor, in favor of Citizens Business Bank;
- (m) Repayment Guaranty (Secured Loan) executed by the Authority, in its capacity as guarantor, in favor of Citizens Business Bank;
- (n) Assignment of RAD Housing Assistance Payments Contract executed by the Partnership, Citizens Business Bank and the Authority;
- (o) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement executed by Citizens Business Bank and the Partnership;

HAFC Loan Documents

- (p) HAFC Deed of Trust, Security Agreement and Financing Statement by the Partnership in favor of the Authority;
- (q) Wedgewood Villas Loan Agreement between the Partnership and the Authority;
- (r) HAFC Loan-Assignment of Leases and Rents by the Partnership in favor of the Authority;
- (s) HAFC Loan Mortgage Note (Alegre Commons) by the Partnership in favor of the Authority;
- (t) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (HAFC Loan) between HAFC and the Partnership;

Acquisition Documents

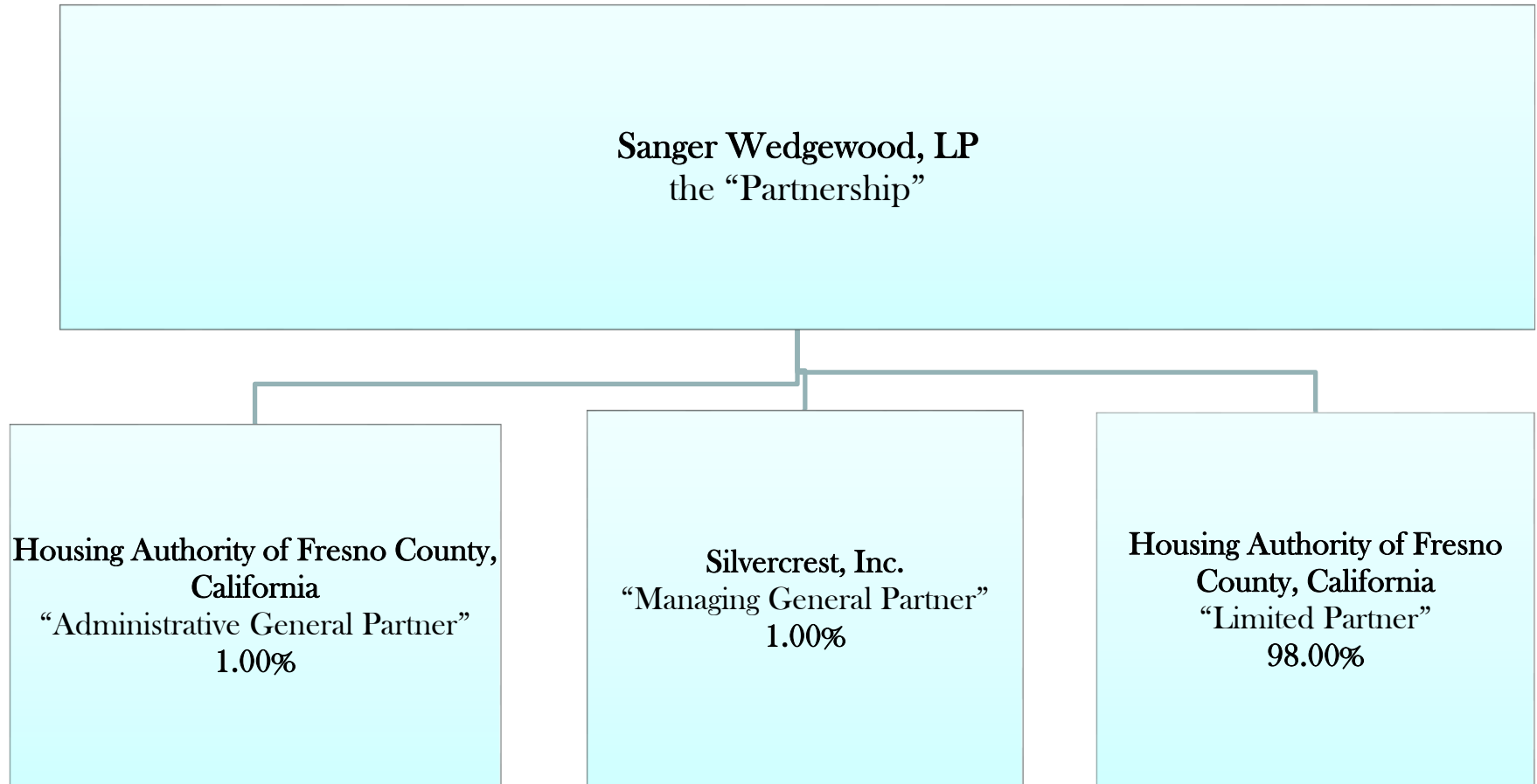
- (u) Grant Deed by the Authority in favor of Partnership; and

Management Agent Documents

- (v) Wedgewood Commons Property Management Agreement and/or Management Plan between the Partnership and the Authority

Ownership Structure

WEDGEWOOD VILLAS fka Wedgewood Commons



Wedgewood Villas – Aerial Photograph



EXHIBIT C
Wedgewood Villas Pro Forma
Existing Residential # Units: 64

Development Sources and Uses			
Sources of Funds	<i>Amount 8/26/2020</i>	<i>Amount 06/15/2021</i>	<i>Per Unit</i>
Citizens Business Bank loan	\$ 1,000,000	\$ 1,010,000	\$ 15,781
HUD capital and operating funds	\$ 93,260	\$ 139,682	\$ 2,183
Program (LIWP)	\$ 359,215	\$ 245,000	\$ 3,828
Total Sources of Funds	\$ 1,452,475	\$ 1,394,682	\$ 21,792
Uses of Funds	<i>Amount</i>	<i>Amount</i>	<i>Per Unit</i>
Acquisition Costs (Land/Building)	\$ -	\$ 5,000	\$ 78
Construction Costs	\$ 1,144,080	\$ 1,045,000	\$ 16,328
Hard/Soft Cost Contingencies	\$ 114,408	\$ 124,500	\$ 1,945
Permits/Impact Fees/etc.	\$ 10,000	\$ 12,182	\$ 190
Professional Fees	\$ 111,944	\$ 118,500	\$ 1,852
Relocation		\$ 12,500	\$ 195
Loan Fees and other Soft Costs	\$ 30,000	\$ 37,140	\$ 580
Reserves	\$ 42,043	\$ 39,860	\$ 623
Developer Fee	\$ -	\$ -	\$ -
Total Uses of Funds	\$ 1,452,475	\$ 1,394,682	\$ 21,792

**Draft as of 6/15/2021*

Wedgewood Villas Pro Forma
Non-Residential - N/A

Development Sources and Uses		
Sources of Funds	<i>Amount 8/26/2020</i>	<i>Amount 06/15/2021</i>
Citizens Business Bank loan	\$ -	\$ -
Total Sources of Funds	\$ -	\$ -
Uses of Funds	<i>Amount</i>	<i>Amount</i>
Community Building Construction	\$ -	\$ -
Commercial Space N/A	\$ -	
Hard Cost Contingency	\$ -	\$ -
Total Uses of Funds	\$ -	\$ -

**Draft as of 6/15/2021*

Exhibit D

Wedgewood Villas

Year 1 Operating Budget

Unit Type	# Units	% AMI	SF/Unit	Net Rent Per Unit	Net Rent Total	Ann. Rent Total
1 BR / 1 BA	59	50%	820-900	\$665		\$ 470,820
2 BR / 1 BA	4	50%	1100	\$826		\$ 39,648
2Bd/1 BA**Managers Unit	1	NA	1183	\$0		\$ -
RAD PBV Rental Subsidy						-
Misc. Income						
TOTAL REVENUE	64				\$ -	\$ 510,468

RESIDENTIAL OPERATING EXPENSES	Per Unit		TOTAL
Management Fee	673		43,092
Advertising/Marketing	31		2,000
Legal and Accounting	195		12,500
Utilities (water, trash, electricity, gas, etc.)	1,355		86,704
Payroll: Onsite Manager(s)/Staff	1,357		86,871
Maintenance/Repairs	794		50,827
Real Estate Property Tax	72		4,600
Insurance	251		16,086
Services Amenities	0		
Security Alarm	0		
Office Expense/Misc. Admin.	370		23,669
Total Operating Expenses	5,099		326,349
Replacement Reserves	623		39,860
Total Operating and Reserve Budget	5,722		366,209

Exhibit E

WEDGEWOOD VILLAS - 15 YEAR CASH FLOW ANALYSIS

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Schedule Rental Income	2.5%	\$ 510,468	\$ 523,230	\$ 536,310	\$ 549,718	\$ 563,461	\$ 577,548	\$ 591,986	\$ 606,786	\$ 621,956	\$ 637,505	\$ 653,442	\$ 669,778	\$ 686,523	\$ 703,686	\$ 721,278
Misc. Income		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GROSS POTENTIAL INCOME - HOUSING		\$ 510,468	\$ 523,230	\$ 536,310	\$ 549,718	\$ 563,461	\$ 577,548	\$ 591,986	\$ 606,786	\$ 621,956	\$ 637,505	\$ 653,442	\$ 669,778	\$ 686,523	\$ 703,686	\$ 721,278
VACANCY ASSUMPTIONS																
Vacancy Loss	-7.0%	\$ (35,733)	\$ (36,626)	\$ (37,542)	\$ (38,480)	\$ (39,442)	\$ (40,428)	\$ (41,439)	\$ (42,475)	\$ (43,537)	\$ (44,625)	\$ (45,741)	\$ (46,884)	\$ (48,057)	\$ (49,258)	\$ (50,489)
TOTAL VACANCY LOSS		\$ (35,733)	\$ (36,626)	\$ (37,542)	\$ (38,480)	\$ (39,442)	\$ (40,428)	\$ (41,439)	\$ (42,475)	\$ (43,537)	\$ (44,625)	\$ (45,741)	\$ (46,884)	\$ (48,057)	\$ (49,258)	\$ (50,489)
EFFECTIVE GROSS INCOME		\$ 474,735	\$ 486,604	\$ 498,769	\$ 511,238	\$ 524,019	\$ 537,119	\$ 550,547	\$ 564,311	\$ 578,419	\$ 592,879	\$ 607,701	\$ 622,894	\$ 638,466	\$ 654,428	\$ 670,788
OPERATING EXPENSES & RESERVE DEPOSITS																
Operating Expenses	3.5%	\$ 321,749	\$ 333,010	\$ 344,666	\$ 356,729	\$ 369,214	\$ 382,137	\$ 395,512	\$ 409,355	\$ 423,682	\$ 438,511	\$ 453,859	\$ 469,744	\$ 486,185	\$ 503,201	\$ 520,813
Real Estate Taxes	2.5%	\$ 4,600	\$ 4,715	\$ 4,833	\$ 4,954	\$ 5,078	\$ 5,204	\$ 5,335	\$ 5,468	\$ 5,605	\$ 5,745	\$ 5,888	\$ 6,036	\$ 6,186	\$ 6,341	\$ 6,500
Replacement Reserve		\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860	\$ 39,860
TOTAL EXPENSES & RESERVES		\$ 366,209	\$ 377,585	\$ 389,358	\$ 401,543	\$ 414,152	\$ 427,201	\$ 440,706	\$ 454,683	\$ 469,147	\$ 484,116	\$ 499,607	\$ 515,639	\$ 532,231	\$ 549,402	\$ 567,173
NET OPERATING INCOME		\$ 108,526	\$ 109,018	\$ 109,410	\$ 109,695	\$ 109,867	\$ 109,918	\$ 109,841	\$ 109,628	\$ 109,272	\$ 108,764	\$ 108,094	\$ 107,254	\$ 106,235	\$ 105,025	\$ 103,615
DEBT SERVICE																
Citizens Buiness Bank loan		\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Required Debt Service		\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600	\$ 54,600
Net Cash Flow		\$ 53,926	\$ 54,418	\$ 54,810	\$ 55,095	\$ 55,267	\$ 55,318	\$ 55,241	\$ 55,028	\$ 54,672	\$ 54,164	\$ 53,494	\$ 52,654	\$ 51,635	\$ 50,425	\$ 49,015
DEBT SERVICE COVERAGE RATIO		1.99	2.00	2.00	2.01	2.01	2.01	2.01	2.01	2.00	1.99	1.98	1.96	1.95	1.92	1.90

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Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners
Fresno Housing

DATE: June 18, 2021

BOARD MEETING: June 22, 2021

FROM: Angelina Nguyen

AGENDA ITEM: 10b

Interim CEO/Chief Programs Officer **AUTHOR:** Staff

SUBJECT: Directors Report – June 2021

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	82%
Linnaea Villas	Under Construction	2530 Sierra Street Kingsburg, CA	47	96%
Solivita Commons	Lease-Up	725 W Alluvial Avenue Clovis, Ca	60	100%
The Villages at Broadway	Under Construction	1828 Broadway Street Fresno, CA	26	80%
The Monarch @ Chinatown	Under Construction	1101 F Street Fresno, CA	57	19%
Alegre Commons	Under Construction	130 W Barstow Avenue Fresno, CA	42	26%
Esperanza Commons (<i>fka Mendota Farm Labor</i>)	Pre-Development 1 st Round 2021 TCAC Awarded December 2021 Closing	241 Tuft Street Mendota, CA	60	N/A
The Arthur @ Blackstone (<i>fka Blackstone/Simpson</i>)	Pre-Development NPLH, IIG, HOME Awarded Proposed 2 nd Round 2021 TCAC	3039 N Blackstone Avenue Fresno, CA	41	N/A
Corazón del Valle Commons (<i>fka Huron RAD</i>)	Pre-Development MHP Awarded Potential 2 nd Round TCAC	Fresno and 12 th Street Huron, CA	61	N/A
La Joya Commons (<i>fka Firebaugh Family</i>)	Pre-Development 2021 Joe Serna, Jr. Pending	1501 Clyde Fannon Road Firebaugh, CA	68	N/A
Avalon Commons (<i>fka Chestnut/Alluvial</i>)	Pre-Development Potential 2 nd Round TCAC	7521 N. Chestnut Ave. Fresno, CA	60	N/A
Citrus Gardens	Pre-Development 2021 Joe Serna, Jr. Pending	201 Citrus & 451 10 th St. Orange Cove, CA	30	N/A
Step Up on 99 (<i>fka Motel 99</i>)	Pre-Development Homekey Awarded Potential 2 nd Round TCAC	1240 & 1280 Crystal Ave Fresno, CA	63	N/A

Sun Lodge (fka Day's Inn)	Pre-Development Homekey Awarded Potential 2 nd Round TCAC	1101 N. Parkway Drive Fresno, CA	64	N/A
California Avenue Neighborhood	Pre-Development Planning CNI Awarded	Southwest Fresno - TBD	TBD	N/A

Project Highlights

Solivita Commons has completed construction and has received a “Safe to Occupy” Certificate from the City of Clovis as of May 6, 2021, and will begin Lease-Up activities starting June 2021. Esperanza Commons was recommended for a TCAC preliminary reservation on June 16, 2021.

Landlord Incentive Pilot

Fresno Housing launched its Landlord Incentive Pilot in March 2021. The pilot is funded through the use of CARES funding to incentivize landlords to rent to voucher recipients searching for affordable units within Fresno Housing’s jurisdiction. Housing Choice staff work with voucher holders (applicants and movers) who have obstacles in obtaining safe and affordable housing after being issued a voucher. Obstacles can include, but are not limited to, poor credit, rental history or evictions. The goal of testing this phase of the pilot is to incentivize and offer monetary rewards to landlords for leasing to voucher recipients who may not meet their applicant qualification criteria.

Additional incentives have been added in response to landlord and staff feedback that hope to increase the leasing success of applicants in the near future. The Lease-in-Place incentive encourages landlords to work with Fresno Housing to address any concerns they may have with either continuing to lease to their current tenant who recently received a voucher, or concerns they may have with entering into a Housing Assistance Payment contract with FH. Other incentives include signing bonuses to non-participating landlords, bonuses to landlords who bring on new units never before leased to voucher holders, or units that haven’t been leased to a voucher holder in the past twelve months.

These incentives provide opportunities to educate and address concerns landlords may have regarding the voucher program. Staff are also piloting a tenant retention incentive to encourage landlords to work with families struggling to pay rent, offering assistance with repayment agreements in lieu of serving vacate notices for non-payment of rent.

All incentives expire on 12/01/2021 in accordance with the sunset of CARES funding availability.

PEOPLE

Overview

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

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

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.

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

Project	Organization	Role
The Villages at Paragon	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
The Villages at Broadway	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
Alegre Commons (<i>fka Barstow Commons/The Villages at Barstow</i>)	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
The Arthur @ Blackstone (<i>fka Blackstone/Simpson</i>)	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
Project Homekey	City of Fresno Turning Point Fresno County	Partner in application to the Homekey program and operational funding to provide housing to populations most vulnerable to COVID-19

MANAGEMENT GOALS

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

Sustainability

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

Human Resources

Throughout the month of May, Training and Development facilitated a “Heat Illness Prevention” workshop for the Maintenance team. This training included an overview of heat illness prevention regulations, work environments and conditions affecting our employees, high-heat procedures and hydration options. Employees reviewed the different stages of heat illnesses and what to do in case they or a fellow employee develop symptoms.

Human Resources continues to work closely with department leadership and staff in coordinating team members’ return to the office and in processing telecommuting requests. In recruitment, the Human Resources Department is recruiting for 9 positions across the Property Management, Housing Choice, Accounting/Finance, Human Resources and Information Technology/Systems departments and has reviewed a total of 368 applications. Over the last month, 15 interviews have been conducted.

<u>Working Title</u>	<u>Internal/External?</u>	<u>Vacancies</u>	<u>Department</u>
Property Specialist II (Parlier)	Internal	1	Property Management
Maintenance Technician	Both	6	Property Management
Property Specialist II (Broadway)	Both	1	Property Management
Supervisor - Case Management	Both	1	Housing Choice
Housing Specialist	Both	6	Housing Choice
Fiscal Services Coordinator	Both	0	Accounting/Finance
Accountant	Both	0	Accounting/Finance
Leasing Specialist	Both	0	Housing Choice
Data Systems Coordinator	Both	1	Information Technology/Systems
Human Resources Analyst	Both	1	Human Resources

New Hires

- Jeff Cardell, Director of Human Resources

There are no promotions to announce at this time.

Information Technology/Information Systems

The Innovation and Technology (IT) department completed an important milestone in the process of preparing 1261 Fulton Street for staff. Nick Sellai, Systems Administrator, worked with partners to install and configure equipment linking 126 Fulton Street to the Central Office. By installing Point to Point network equipment, the new office will have the same Internet bandwidth, security, and disaster recovery measures as the Central Office without the need to acquire additional services.

The IT and Facilities team worked to prepare offices throughout the Fresno County to accommodate increased staffing levels while also prioritizing safety. In addition to temporary COVID-related safety precautions, staff has implemented technology that allows staff to be more mobile. This will not only help in the event that Fresno experiences restrictions similar to COVID, but also open up opportunities for more creative workspace and works schedule strategies.

Much like the rest of the world, the Agency has experienced a sharp increase in Hybrid teleconferencing, a mixture of in-person and virtual meeting attendees. The Agency understands that weaving hybrid teleconferencing into our post-COVID technology strategy not only benefits our staff, but also the residents that we serve. By installing technology at various sites to facilitate the continued use of teleconferencing, the agency hopes to minimize some of the challenges out resident's face when the only option is face to face services.

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.



2022 Agency Plan

Timeline



Presentation Overview

- Background
- Process
- Timeline

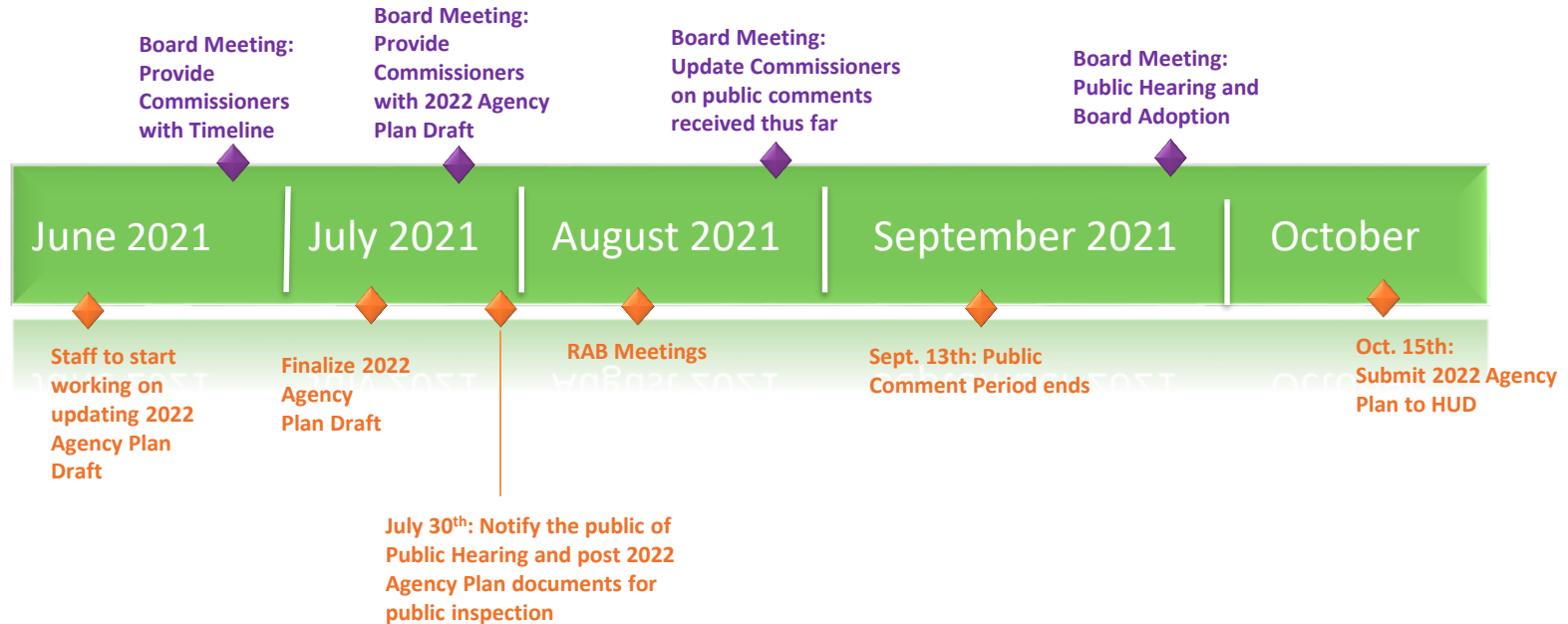
Background

- The Agency Plan informs HUD and the public of PHA policies, operations, funding, asset management, and program activities in place or planned for meeting local housing needs and goals.
 - *Annual Plan: updates on progress, amendments, or significant changes.*
 - *Administrative Plan is specific to the discretionary policies governing the administration of the HCV program.*
 - *Admissions & Continues Occupancy Policy (ACOP) is specific to the discretionary policies, governing the administration of LIPH program.*

Process

- Annual Plan is due 75 days prior to the commencement of the PHA's fiscal year
- Inter-department collaboration & resident engagement
- 45 day public comment period
- Review & incorporate public comments, if applicable
- Public Hearing and requested Board adoption
- Incorporation of additional public comments received
- Obtaining certifications of Consistency with the Consolidated Plan from local government

2022 Agency Plan Timeline



Questions?



Real Estate Development Update

June 22, 2021

Boards of Commissioners Meeting



FRESNO VIBRANT
COMMUNITIES
QUALITY HOUSING **HOUSING** ENGAGED
RESIDENTS



Development Updates

- Corazón Del Valle Commons (fka Huron RAD)
- Avalon Commons (fka Chestnut/ Alluvial)
- Sun Lodge (Day's Inn)
- Wedgewood Villas (Sanger, RAD conversion)
- The Arthur at Blackstone (fka Blackstone & Simpson)

Corazón del Valle Commons (fka Huron RAD)

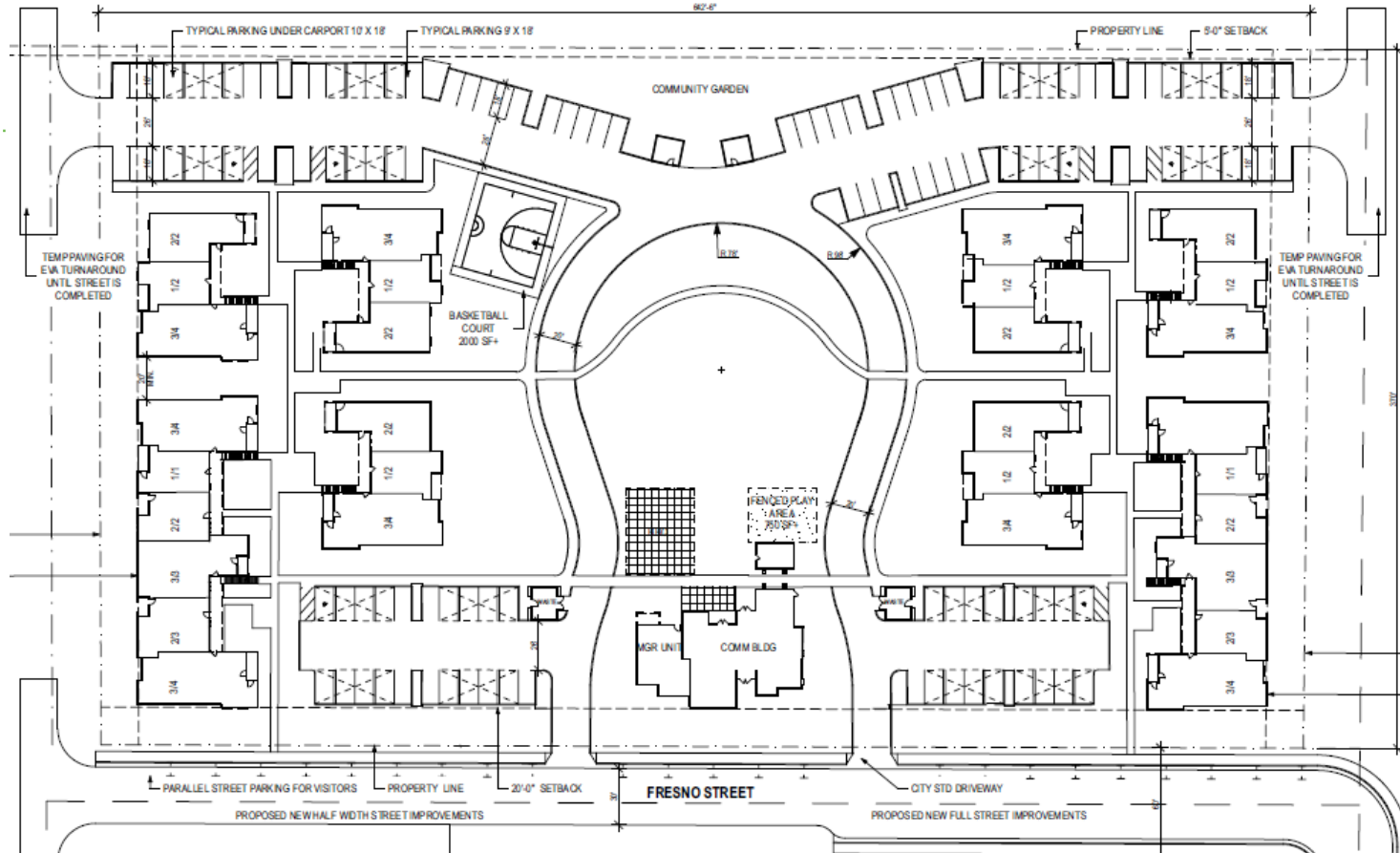
- Proposed 61-unit new construction mixed-use housing development on approximately 6-acres of vacant land in Huron, CA
- Proposed RAD transfer of assistance for 40 units
- Partnership with the City of Huron
 - Land contribution and impact fees
- MHP awarded December 2020
- *Proposed 2nd Round 2021 9% LIHTC application and Funding Commitment*



Corazón del Valle Commons (Huron) Aerial



Corazón del Valle Commons (Huron) Site Plan



Corazón del Valle Commons Elevations



BLDG B-FRONT ELEVATION - SCALE 1/16" = 1'-0" 



BLDG B-REAR ELEVATION - SCALE 1/16" = 1'-0" 



BLDG B-SIDE (RIGHT) ELEVATION - SCALE 1/16" = 1'-0" 



BLDG B-SIDE (LEFT) ELEVATION - SCALE 1/16" = 1'-0" 

Corazón del Valle Commons Sources & Uses

Development Sources and Uses			
Sources of Funds	Amount 1/21/2021	Amount 6/18/2021	Per Unit
Perm Loan	\$ 2,033,000	\$ 2,102,000	\$ 34,459
Seller Carryback Loan	\$ 1	\$ 1	\$ 0
GP Certificated Credit Sale Loan	\$ 5,933,647	-	-
HCD Multifamily Housing Program Loan	\$ 11,398,771	\$ 11,398,771	\$ 186,865
Fresno Housing Capital Funds Loan*	\$ 750,000	\$ 2,500,000	\$ 40,984
LIHTC Equity	\$ 10,140,128	\$ 15,382,671	\$ 252,175
Total Sources of Funds	\$ 30,255,547	\$ 31,383,443	\$ 514,483
Uses of Funds	Amount	Amount	Per Unit
Acquisition Costs (Land/Building)**	\$ 1	\$ 1	\$ 0
Construction Costs***	\$ 22,747,000	\$ 23,421,846	\$ 383,965
Hard/Soft Cost Contingencies	\$ 1,345,869	\$ 1,416,023	\$ 23,213
Permits/Impact Fees/etc.****	\$ 135,057	\$ 460,304	\$ 7,546
Professional Fees	\$ 1,330,500	\$ 1,330,501	\$ 21,811
Relocation	\$ 125,000	\$ 125,000	\$ 2,049
Loan Fees and other Soft Costs	\$ 1,961,612	\$ 2,085,480	\$ 34,188
Reserves	\$ 410,508	\$ 574,379	\$ 9,416
Developer Fee	\$ 2,200,000	\$ 1,969,909	\$ 32,294
Total Uses of Funds	\$ 30,255,547	\$ 31,383,443	\$ 514,483

Draft as of 6/18/2021

*HA investment is limited to \$40,984 of the overall \$514,483 cost per unit

**Does not include additional \$1,221,999 of appraised value to be used as Seller Financing

***State prevailing wage. Includes \$585,000 in onsite work due to poor soil conditions

****Does not include City waived fees of \$460,840

Non-Residential

Development Sources and Uses		
Sources of Funds	Amount 1/21/2021	Amount 6/18/2021
LIHTC Equity	\$ 1,806,000	\$ 1,806,000
Total Sources of Funds	\$ 1,806,000	\$ 1,806,000
Uses of Funds	Amount	Amount
Community Building Construction*	\$ 1,020,000	\$ 1,020,000
Commercial Space Construction*	\$ 700,000	\$ 700,000
Hard Cost Contingency	\$ 86,000	\$ 86,000
Total Uses of Funds	\$ 1,806,000	\$ 1,806,000

Draft as of 6/18/2021

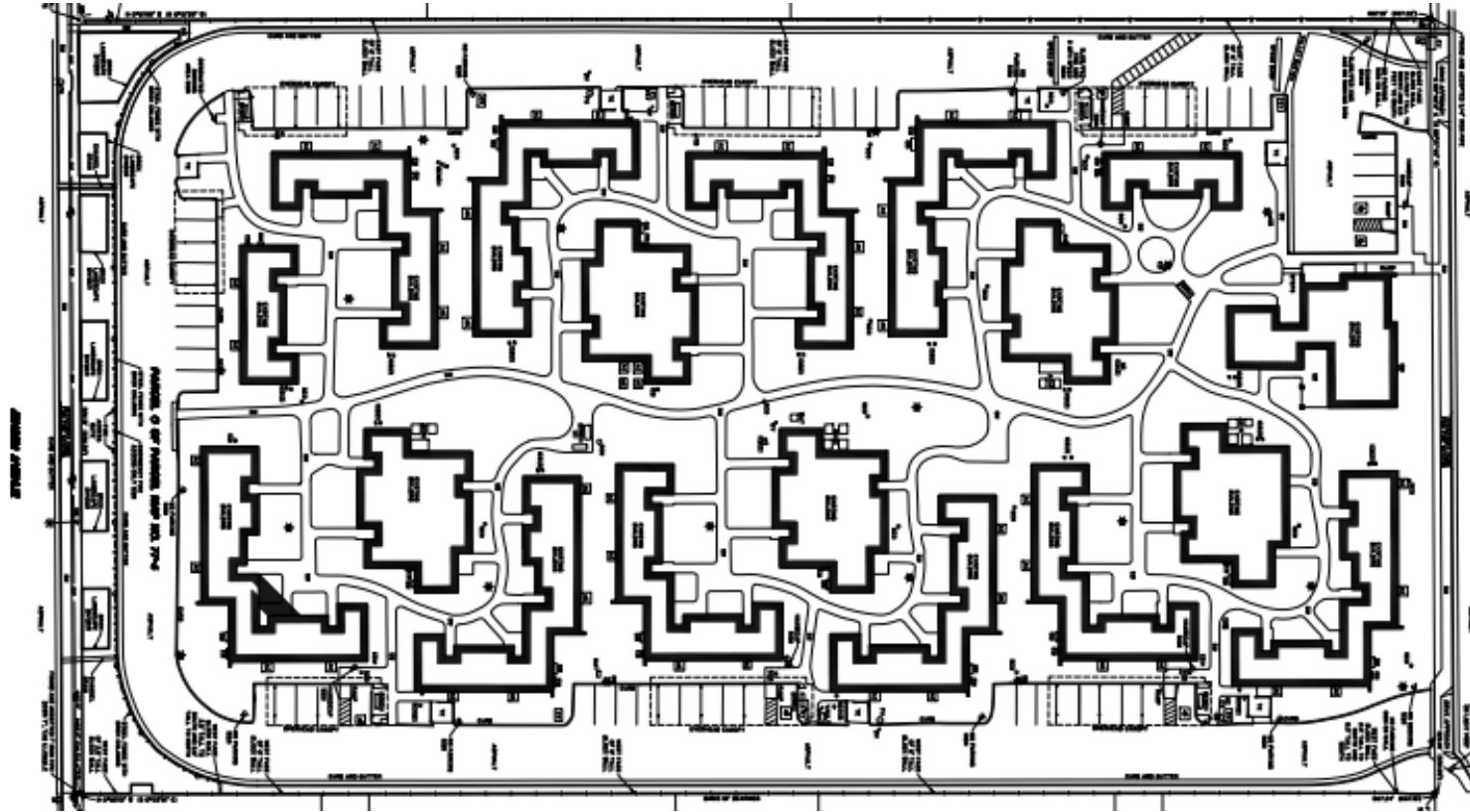
*State prevailing wage

Wedgewood Villas (Sanger RAD)

- Proposed 64-unit renovation and RAD conversion of senior project located at 2415 Fifth Street in Sanger, CA
- *Requesting Board approval of final Financing Plan and Funding Commitment*



Wedgewood Villas (Sanger) Site Plan



Wedgewood Villas Sources & Uses

Development Sources and Uses			
Sources of Funds	Amount 8/26/2020	Amount 06/15/2021	Per Unit
Citizens Business Bank loan	\$ 1,000,000	\$ 1,010,000	\$ 15,781
HUD capital and operating funds	\$ 93,260	\$ 139,682	\$ 2,183
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Hard/Soft Cost Contingencies	\$ 114,408	\$ 124,500	\$ 1,945
Permits/Impact Fees/etc.	\$ 10,000	\$ 12,182	\$ 190
Professional Fees	\$ 111,944	\$ 118,500	\$ 1,852
Relocation		\$ 12,500	\$ 195
Loan Fees and other Soft Costs	\$ 30,000	\$ 37,140	\$ 580
Reserves	\$ 42,043	\$ 39,860	\$ 623
Developer Fee	\$ -	\$ -	\$ -
Total Uses of Funds	\$ 1,452,475	\$ 1,394,682	\$ 21,792

*Draft as of 6/15/2021

Questions?

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING THE SUBMISSION OF SPECIFIC FUNDING
APPLICATIONS TO THE SOLAR ON MULTIFAMILY AFFORDABLE HOUSING
(SOMAH) PROGRAM

WHEREAS, the Housing Authority of the City of Fresno, California (“the Authority”) seeks to improve affordable housing properties within its portfolio and provide additional benefits to residents living within these properties; and,

WHEREAS, the Solar on Multifamily Affordable Housing (SOMAH) program (“the Program”) is a State of California funded initiative to construct solar installations on income restricted multifamily properties; and,

WHEREAS, the Agency anticipates submitting a number of funding applications to the SOMAH program for properties owned by the Agency and by limited partnerships of which the Agency acts as the Administrative General Partner, directly or through a limited liability corporation, and approved such submissions at the April 27, 2021 board meeting; and

WHEREAS, the Agency has completed initial due diligence on twenty-one projects, namely Cedar Courts, Cueva de Oso, Elderberry at Bethel, Inyo Terrace, Kings River Commons, Legacy Commons I, Legacy Commons II, Blossom Trail Commons, Orange Cove RAD, Mendota RAD, Oak Grove Commons, Parc Grove Commons Northwest, Parc Grove Commons, Rio Villas, Sequoia Courts, Sequoia Courts Terrace, Paseo 55, Viking Village, Wedgewood Commons, Yosemite Village, and Linnaea Villas, and intends to submit these projects for consideration under the Program; and

WHEREAS, the submission of funding applications to the Program requires, a contractual agreement with a solar contractor and a binding commitment to operate and maintain the system for twenty years, among other documents; and

WHEREAS, the Agency intends to contract with SunRun to design, coordinate the installation of, and operate solar systems for the aforementioned properties.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California authorize Angelina Nguyen, Interim CEO/Chief

Programs Officer, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute documents in connection with the following approved actions:

1. Authorize the submission of project applications for Cedar Courts, Cueva de Oso, Elderberry at Bethel, Inyo Terrace, Kings River Commons, Legacy Commons I, Legacy Commons II, Blossom Trail Commons, Orange Cove RAD, Mendota RAD, Oak Grove Commons, Parc Grove Commons Northwest, Parc Grove Commons, Rio Villas, Sequoia Courts, Sequoia Courts Terrace, Paseo 55, Wedgewood Commons, Viking Village, Yosemite Village, and Linnaea Villas.
2. Authorize the execution of contracts with SunRun for design and installation of the system, as well as long term maintenance and operations.
3. Authorize the execution of all other documents associated with the submission of applications to the Solar on Multifamily Affordable Housing (SOMAH) program.
4. Provide for other matters related thereto.

PASSED AND ADOPTED THIS 22nd DAY OF JUNE, 2021. 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:

Angelina Nguyen, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners

DATE: June 16, 2021

BOARD MEETING: June 22, 2021

FROM: Angelina Nguyen
Interim CEO/ Chief
Programs Officer

AGENDA ITEM: Number

AUTHOR: Lela Schwartz

SUBJECT: Authorization to Submit a Funding Application for Corazón del Valle Commons

Executive Summary

The purpose of this memo is to request certain approvals from the Boards of Commissioners to facilitate financing the development of Corazón del Valle Commons (the "Project"). The project site consists of two vacant parcels located at the Southwest and Southeast corners of 12th and Fresno Streets on approximately 6.60 acres in Huron, CA (APNs: 075-330-02T, 075-330-07T). Staff envisions a mixed-use project with up to 4,500 square feet of commercial space. The targeted income for the site is 30% to 60% AMI.

At the January 26, 2021 Board meeting, the Boards of Commissioners approved submission of a joint 4% funding application to the California Debt Limit Allocation Committee (CDLAC) and the California Tax Credit Allocation Committee (CTCAC), as well as authorizing seller financing. While Corazón del Valle Commons' 4% application was unsuccessful, CTCAC has since released regulations allowing projects that have been awarded Department of Housing and Community Development (HCD) funds to apply for 9% tax credits through newly allocated disaster credits in 2021 Round 2. As Corazón del Valle has received a Multifamily Housing Program (MHP) award from HCD, the project qualifies to submit a 9% disaster credit application this round.

The Boards of Commissioners also authorized up to \$1,000,000 in a Capital Funds loan at the January 26, 2021 Board meeting. Staff is requesting an additional \$1,500,000 loan for a total loan of up to \$2,500,000 of available Capital Funds/LIPH Operating Reserves to the proposed Development. Staff will continue to pursue additional gap financing sources to reduce this commitment.

The recommended action in this memo is to authorize the submission of a funding application to CTCAC for the Corazón del Valle Commons project, along with other related actions.

Should the Project be selected for a CTCAC award, Staff will return to the Boards for final approval prior to acceptance of the award.

Recommendation

It is recommended that the Boards of Commissioners of Fresno Housing adopt the attached resolutions authorizing Angelina Nguyen, Interim CEO/Chief Programs Officer, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute documents in connection with the following approved actions:

1. Authorize the undertaking of all actions necessary to submit an application to the California Tax Credit Allocation Committee's LIHTC tax credit program; and
2. Authorize approval of an additional funding commitment from the Fresno Housing Capital Funds/LIPH Operating Reserves in an amount up to \$1,500,000 for a total commitment of \$2,500,000 for the development of Corazón del Valle Commons; and
3. Authorize Angelina Nguyen, Interim CEO/Chief Programs, Tracewell Hanrahan, Deputy Executive Director, and/or their designees to execute documents on behalf of the Housing Authority of Fresno County, CA, and in its role as administrative general partner in the Huron Corazón del Valle Commons, LP; and
4. Provide for other matters related thereto.

Fiscal Impact

Staff is requesting an increase in the previously approved Fresno Housing Capital Funds commitment. The Boards approved \$1,000,000 in Capital Funds at the January 26, 2021 Board meeting. Staff are requesting an additional \$1,500,000 for a total request of \$2,500,000 in Fresno Housing Capital Funds/LIPH Operating Reserves. There is a one-time \$2,000 application fee due to the California Tax Credit Allocation Committee (CTCAC) at the time of application. Staff time and professional fees for performing pre-development activities and writing the application will be allocated to the approved pre-development budget. If funding is received, costs associated with staff time and pre-development activities would be reimbursed through the project.

Background Information

Corazón del Valle Commons consists of two vacant parcels located on the Southwest and Southeast corners of 12th and Fresno Streets on approximately 6.60 acres in Huron, CA (APNS: 075-330-02T, 07T). The project is a partnership with the City of Huron. Staff envisions a mixed-use project with sixty one (61) multifamily units, a community building and up to 4,500 sq. ft. of commercial space.

FH currently owns and manages 64 units of public housing elsewhere in Huron (between Cazares, Cazares II, and Huron Apartments); however, said units were constructed several decades ago and are in need of substantial repair. In combination with this development opportunity, FH is proposing to utilize HUD's RAD Program to allow residents of the current public housing site to transfer their assistance to the newly-constructed site and the subsequent repositioning of the current public housing in Huron. FH has used the Transfer of Assistance concept in several other developments throughout the county to provide residents with more options and facilitate the redevelopment of the housing.

Past Board Action

- May 25, 2021 – Approval of MHP Loan Authorization with Angelina Nguyen as Signer
- January 26, 2021 – Approval to Submit CDLAC/CTCAC Application, approve \$1,000,000 Capital Funds loan, approve Seller Financing

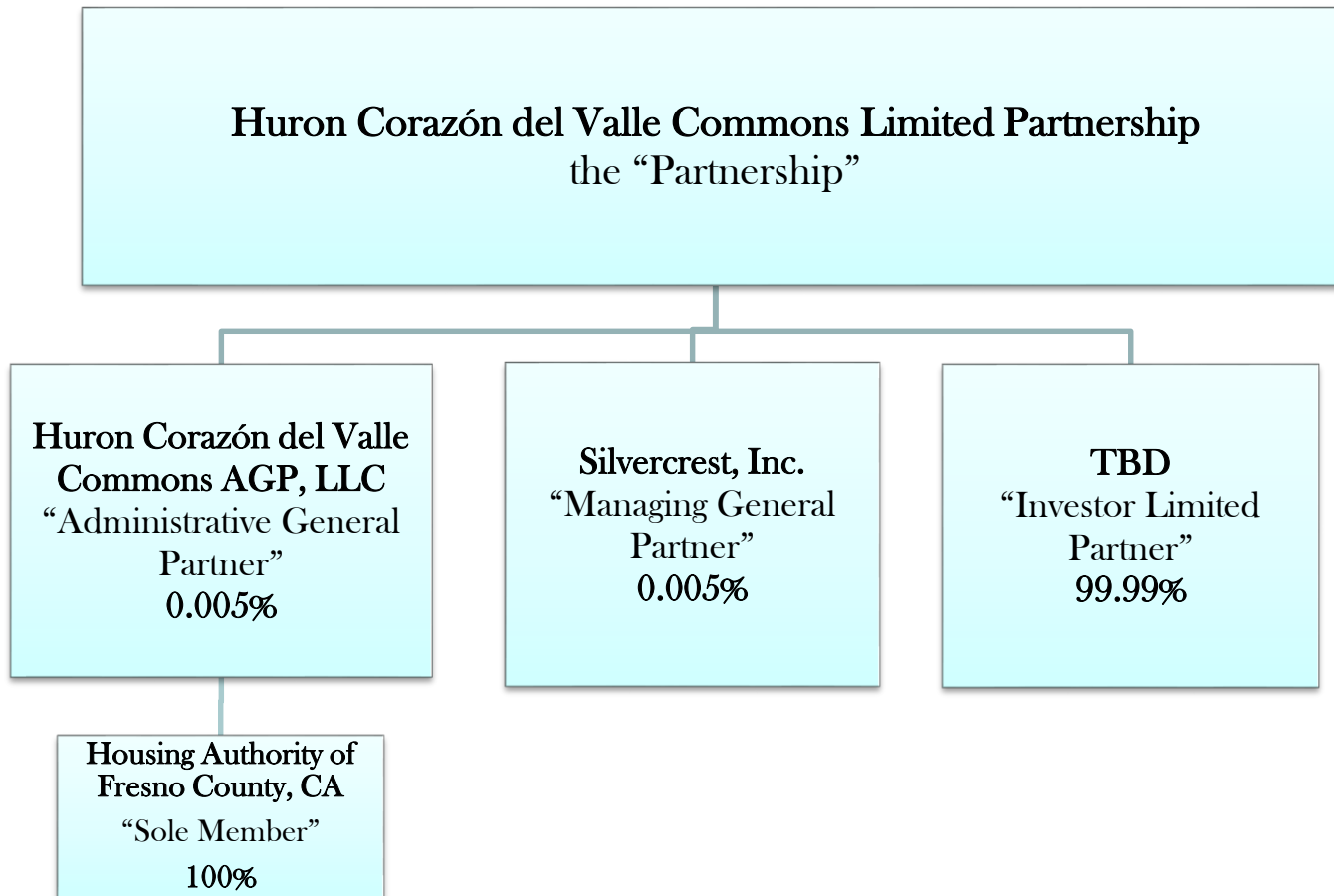
- January 26, 2021 – Approving RAD Section 18 Blend
- January 26, 2021 – MHP Loan Authorization
- January 26, 2021 – Approval to adopt the Inducement Resolution for CDLAC application bonds
- August 25, 2020 – Approval to Acquire 6.60 acres of Land (APNs: 075-330-02T, 075-330-07T)
- August 25, 2020 – Approval to Submit MHP Application; Approval to Enter into a Limited Partnership
- February 25, 2020 – Approval to Submit Funding Applications
- April 23, 2019 – Approval of GC/CM Contract
- November 27, 2018 – Approval to Enter into a Conditional Purchase and Sale Agreement
- May 29, 2018 – Approval Authorizing Acceptance of Deed Transfer of 6.0 Acre Parcel from the Successor Agency to the Redevelopment Agency to the City of Huron

Exhibits

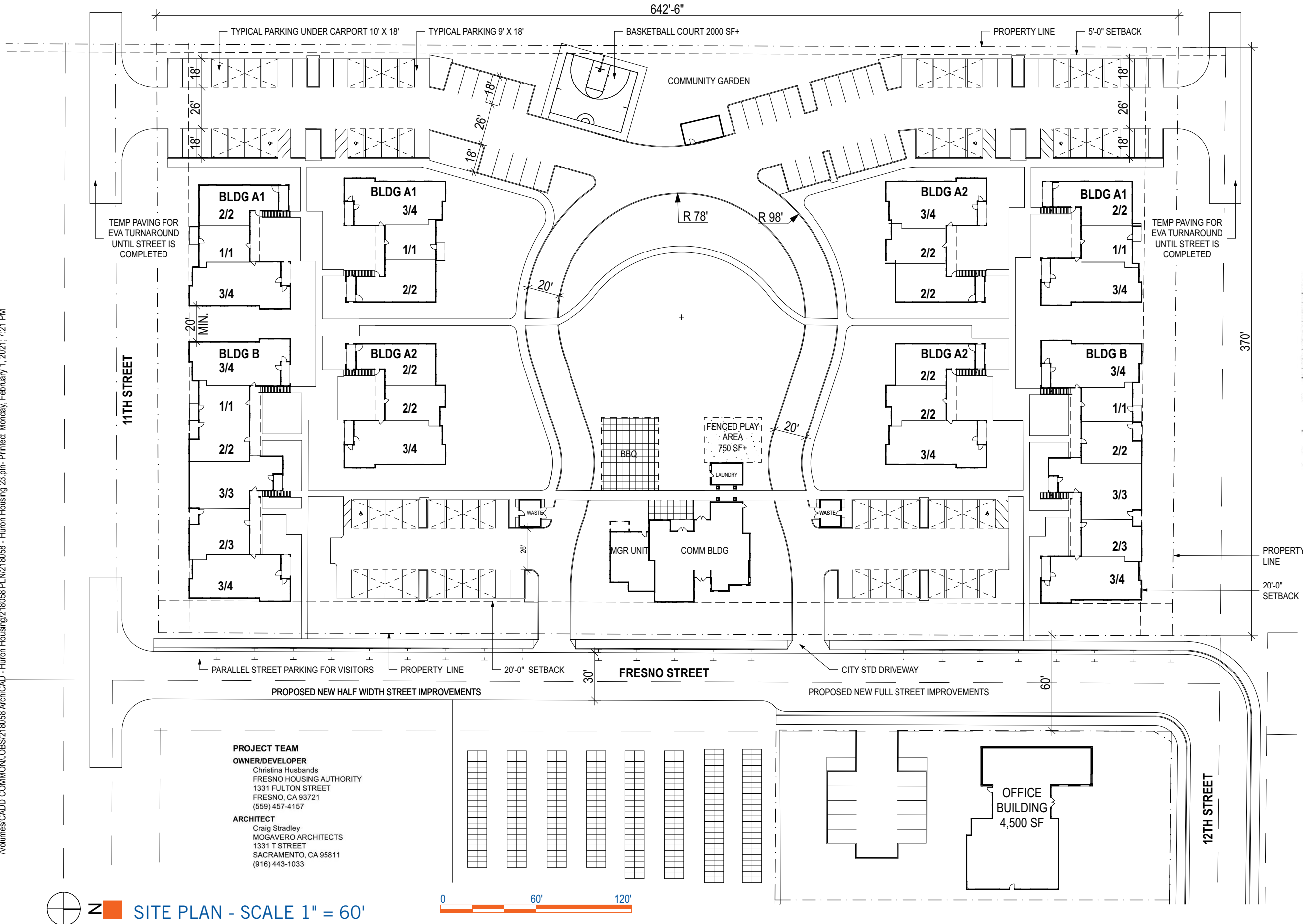
- Exhibit A: Organizational Chart
- Exhibit B: Site Plan
- Exhibit C: Sources and Uses

Ownership Structure

Huron Corazón del Valle Commons, LP



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PROJECT SUMMARY

LOCATION:

FRESNO STREET & 12TH STREET
HURON, CA 93234

APARTMENT SITE

APN: 075-330-02T

ZONING:

CS - SERVICE COMMERCIAL

PROJECT DESCRIPTION:

2-STORY MULTI-FAMILY RESIDENTIAL

MAX DENSITY:

15 DU/ACRE

PROPOSED DENSITY:

10 DU/AC

PARKING

ON-SITE UNCOVERED 61

ON-SITE COVERED (CARPORTS) 61

TOTAL PARKING SPACES 122

Each unit will have one assigned covered space

OFFICE SITE

APN: 075-330-07T

ZONING:

R-1 MEDIUM DENSITY RESIDENTIAL

PROJECT DESCRIPTION:

1-STORY OFFICE

PARKING

ON-SITE UNCOVERED

RESIDENTIAL UNITS

Unit #	unit type	qty	AREA (sq ft)	Subtotal
1A	1 BR	10	710	7,100
2A	2 BR/1bth	6	880	5,280
2B	2 BR/1bth	12	880	10,560
2C	2 BR/1bth	2	1,050	2,100
2D	2 BR/1bth	4	900	3,600
3A	3 BR/2 bth	10	1,250	12,500
3B	3 BR/2 bth	4	1,185	4,740
3C	3 BR/2 bth	2	1,215	2,430
4A	4 BR/2 bth	10	1,420	14,200
TOTALS		60	UNITS	62,510

COMMUNITY BUILDING

Common area and offices	2,785
Laundry	313
3BR/2Bth Manager unit	1,200
TOTALS	4,298

OFFICE BUILDING

4,500

TOTAL AREA

71,308

UNIT MIX SUMMARY

unit type	qty
1 BR	10
2 BR	24
3 BR	
(includes Mgr unit in Community Building)	17
4 BR	10
TOTALS	61



VICINITY MAP

EXHIBIT C
Corazón del Valle Commons Pro Forma
Residential # Units: 61

Development Sources and Uses			
Sources of Funds	<i>Amount 1/21/2021</i>	<i>Amount 6/18/2021</i>	<i>Per Unit</i>
Perm Loan	\$ 2,033,000	\$ 2,102,000	\$ 34,459
Seller Carryback Loan	\$ 1	\$ 1	\$ 0
GP Certificated Credit Sale Loan	\$ 5,933,647	-	-
HCD Multifamily Housing Program Loan	\$ 11,398,771	\$ 11,398,771	\$ 186,865
Fresno Housing Capital Funds Loan*	\$ 750,000	\$ 2,500,000	\$ 40,984
LIHTC Equity	\$ 10,140,128	\$ 15,382,671	\$ 252,175
Total Sources of Funds	\$ 30,255,547	\$ 31,383,443	\$ 514,483
Uses of Funds	<i>Amount</i>	<i>Amount</i>	<i>Per Unit</i>
Acquisition Costs (Land/Building)**	\$ 1	\$ 1	\$ 0
Construction Costs***	\$ 22,747,000	\$ 23,421,846	\$ 383,965
Hard/Soft Cost Contingencies	\$ 1,345,869	\$ 1,416,023	\$ 23,213
Permits/Impact Fees/etc.****	\$ 135,057	\$ 460,304	\$ 7,546
Professional Fees	\$ 1,330,500	\$ 1,330,501	\$ 21,811
Relocation	\$ 125,000	\$ 125,000	\$ 2,049
Loan Fees and other Soft Costs	\$ 1,961,612	\$ 2,085,480	\$ 34,188
Reserves	\$ 410,508	\$ 574,379	\$ 9,416
Developer Fee	\$ 2,200,000	\$ 1,969,909	\$ 32,294
Total Uses of Funds	\$ 30,255,547	\$ 31,383,443	\$ 514,483

Draft as of 6/18/2021

**HA investment is limited to \$40,984 of the overall \$514,483 cost per unit*

***Does not include additional \$1,221,999 of appraised value to be used as Seller Financing*

****State prevailing wage. Includes \$585,000 in onsite work due to poor soil conditions*

*****Does not include City waived fees of \$460,840*

Corazón del Valle Commons Pro Forma
Non-Residential

Development Sources and Uses		
Sources of Funds	<i>Amount 1/21/2021</i>	<i>Amount 6/18/2021</i>
LIHTC Equity	\$ 1,806,000	\$ 1,806,000
Total Sources of Funds	\$ 1,806,000	\$ 1,806,000
Uses of Funds	<i>Amount</i>	<i>Amount</i>
Community Building Construction*	\$ 1,020,000	\$ 1,020,000
Commercial Space Construction*	\$ 700,000	\$ 700,000
Hard Cost Contingency	\$ 86,000	\$ 86,000
Total Uses of Funds	\$ 1,806,000	\$ 1,806,000

Draft as of 6/18/2021

**State prevailing wage*

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CA

**RESOLUTION APPROVING THE SUBMISSION OF A FUNDING APPLICATION TO THE
CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE FOR CORAZON DEL VALLE
COMMONS IN HURON, CA (APNs: 075-330-02T, 075-330-07T)**

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

WHEREAS, a project concept and architectural plan envisions up to 60 low income units, 1 manager’s unit, a community building and 4,500 square feet of community space at the southwest and southeast corners of 12th and Fresno Streets in Huron, CA, APNs: 075-330-02T, 07T (the “Project”); and,

WHEREAS, the Project is generally in line with the Authority’s housing and development goals; and

WHEREAS, The Authority desires to increase the commitment of available Low Income Public Housing Capital Funds (“Capital Funds”) and/or Operating Reserves in an amount up to \$1,500,000, for a total commitment of \$2,500,000, to the Project; and,

WHEREAS, the Project’s financing structure calls for the submission of a 9% LIHTC application to facilitate the development;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California authorize Angelina Nguyen, Interim CEO/Chief Programs Officer, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute documents in connection with the following approved actions:

1. Authorize the undertaking of all actions necessary to submit an application to the California Tax Credit Allocation Committee’s LIHTC tax credit program; and
2. Authorize approval of an additional funding commitment from the Authority Capital Funds/LIPH Operating Reserves in an amount up to \$1,500,000, for a total commitment of \$2,500,000, for the development of the Project; and

3. Authorize Angelina Nguyen, Interim CEO/Chief Programs Officer, Tracewell Hanrahan, Deputy Executive Director, and/or their designees to execute documents on behalf of the Housing Authority of Fresno County, CA, and in its role as administrative general partner in the Huron Corazon del Valle Commons, LP; and
4. Provide for other matters related thereto.

PASSED AND ADOPTED THIS 22nd DAY OF JUNE, 2021. 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:

Angelina Nguyen, Secretary of the Boards of Commissioners