



Board of Commissioners Meeting

December 14, 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 – December 14, 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. The meeting can be accessed by members of the public as follows:*

To join via Zoom: <https://bit.ly/12142021JBM>

**To join via teleconference, call: (669) 900-6833. Meeting ID: 869 9576 1295
Passcode: 570483**

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.

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 Board Meeting

		PAGE #
1.	Call to Order and Roll Call	
2.	Approval of agenda as posted (or amended) <i>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.</i>	
3.	Public Comment and Presentations <i>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 <u>not</u> 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.</i>	
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.	City – Election of the Board Chair and Vice Chair for the 2022-2023 Biennial	
6.	Consent Agenda <i>All Consent Agenda items are considered to be routine action items and will be enacted in one motion unless pulled by any member of the Boards of Commissions or the public. There will be no separate discussion of these items unless requested, in which event the item will be removed the Consent Agenda and considered following approval of the Consent Agenda.</i>	
	a. Governance: Consideration of the Minutes of November 10, 2021 and November 16, 2021 <i>Approval of the minutes of the Board Meetings.</i>	5
	b. Consideration of Contract for Property Management and Resident Services – Transitional and Emergency Housing Sites <i>Contract Award for property management and support services at the Step Up on 99 property.</i>	14
	c. Consideration of the Renewal of the Legal Services Contract – General Counsel <i>Contract renewal for general counsel legal services.</i>	43
	d. Consideration of the Renewal of the Legal Services Contract – Human Resources <i>Contract renewal for legal services relative to human resources.</i>	46
	e. Consideration of the Renewal of the Legal Services Contract – Federal and State of California Matters <i>Contract renewal for legal services related to federal and state regulatory matters.</i>	50
	f. Consideration of the Renewal of the Legal Services Contract – Affordable Housing Development	54

		PAGE #
	<p><i>Contract renewal for legal services for affordable housing development.</i></p> <p>g. Consideration of the Renewal of the Legal Services Contract – Unlawful Detainers</p> <p><i>Contract renewal for legal services.</i></p> <p>h. Consideration of the No Place Like Home (NPLH) Authorizing Resolution – Avalon Commons</p> <p><i>Approval of the resolution for the Avalon Commons Phase I project.</i></p>	<p>58</p> <p>62</p>
7.	<p>Staff Presentations and Discussion Items</p> <p>a. Real Estate Development Update</p> <p><i>An overview of activities and deliverables to date.</i></p>	71
8.	<p>Closed Session</p> <p>a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b))</p> <p>Property: 449-324-11</p> <p>Agency Negotiator: Tyrone Roderick Williams</p> <p>Negotiating Parties: Fresno Housing; City of Fresno; Singh Daljit & Surinder Kaur</p> <p>Under negotiation: Price and Terms</p>	
9.	Report on Closed Session Item(s)	
10.	<p>Action Items</p> <p>a. Consideration of 2022 Budgets for Agency Operating and Housing Assistance Payments</p> <p><i>Adoption of the proposed 2022 Agency budgets.</i></p> <p>b. Consideration of Adoption of Resolution Pursuant to Assembly Bill 361 – Public Agency Meetings</p> <p><i>Staff Presentation and Recommendations regarding Public Agency Meetings</i></p> <p>c. Consideration of Resolutions to Assign Designees and Authorize Officers/Employees to Conduct Business on Behalf of Fresno Housing</p> <p><i>Authorization of Agency designees in business and banking transactions.</i></p> <p>d. Consideration of Assignment and Delegation of Purchase and Sale Agreement, and Agreement Option to Purchase with the City of Fresno – Parkway Inn</p> <p><i>Approval of these real estate transactions related to Parkway Inn.</i></p>	<p>72</p> <p>78</p> <p>86</p> <p>94</p>
11.	<p>Governance</p> <p>a. Commissioners’ Report</p> <p>b. CEO’s Report</p>	123
12.	Adjournment	

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

Wednesday, November 10, 2021

6:00 P.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a special session on Wednesday, November 10, 2021 at Campagna, located at 1185 E. Champlain Drive, Fresno, CA 93720.

1. The regular meeting was called to order at 6:00 p.m. by Board Chair, Commissioner Adrian 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

ABSENT: Sabrina Kelley

The meeting was called to order at 6:00 p.m. by Board Vice Chair, Commissioner Henry, 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: Nikki Henry, Vice Chair
 Stacy Sablan
 Valori Gallaher
 Sophia Ramos

ABSENT: Cary Catalano, Chair
 Joey Fuentes
 Edugiben Ortiz

Also, in attendance were the following: Tyrone Roderick Williams, Chief Executive Officer.

2. PUBLIC COMMENT

There was no public comment at this time.

3. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest stated.

4. INFORMAL DINNER OF THE BOARDS OF COMMISSIONERS

There is no action to report.

5. 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.

Tyrone R. Williams, Secretary to the Boards of Commissioners

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

Tuesday, November 16, 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, November 16, 2021, via teleconference.

1. The regular meeting was called to order at 5:09 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: None.

The regular meeting was called to order at 5:09 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
 Nikki Henry, Vice Chair
 Stacy Sablan
 Joey Fuentes
 Valori Gallaher
 Edugiben Ortiz

ABSENT: Sophia Ramos

Also, in attendance were the following: Tyrone Roderick Williams, Chief Executive Officer, and Ken Price, Baker Manock and Jensen - General Counsel.

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

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

MOTION PASSED: 5 – 0

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

MOTION PASSED: 4 – 0

3. PUBLIC COMMENT

Eric Payne, Executive Director at Central Valley Urban Institute, welcomed Tyrone Roderick Williams to the agency. He looks forward to working with him, as he has with previous administrators of Fresno Housing.

Commissioner Kelley joined the meeting at 5:19 pm.

4. CITY: NOMINATIONS FOR CHAIR AND VICE CHAIR OF THE 2022 – 2023 BIENNIAL

Commissioner Christensen declined to run for City Board Chair.

Chair Jones announced her interest to run for Chair of the City's Board.

Chair Jones nominated Commissioner Vaillancourt, who subsequently affirmed her interest to run for Vice-Chair of the City's Board.

5. POTENTIAL CONFLICTS OF INTEREST

There were no potential conflicts of interest at this time.

6. CONSENT AGENDA

- a. Governance: Consideration of the Minutes of October 26, 2021
- b. Consideration of Request for Additional Pre-Development Funding – The Arthur at Blackstone
- c. Consideration of the Amended Investment Policy
- d. Consideration of Application for 2022 Continuum of Care Funding from the U.S. Department of Housing and Urban Development
- e. Consideration of Acceptance of Permanent Local Housing Allocation (PLHA) Funding – Esperanza Commons
- f. Consideration of Acceptance of Tax Credit Allocation – The Arthur at Blackstone

- g. Consideration of Request to Accept the Amended Resolution for the Infill Infrastructure Grant (IIG) Funding – The Arthur at Blackstone
- h. Consideration of Contract Award for General Contractor Services – Esperanza Commons
- i. Consideration of the ‘Oath or Affirmation of Office’ Policy
- j. Consideration of a Conventional Loan for 1260 Fulton Street Building
- k. Consideration of Adoption of Resolution Pursuant to Assembly Bill 361 – Public Agency Meetings

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

MOTION PASSED: 5 - 0

CITY MOTION: *Commissioner Kelley moved, seconded by Commissioner Christensen, to approve the consent agenda.*

MOTION PASSED: 5 – 0

7. STAFF PRESENTATIONS AND DISCUSSION ITEMS

- a. 2022 Federal and Agency Budget Update

Emily De La Guerra, Chief Business Officer, presented on this item.

Commissioner Fuentes joined the meeting at 5:42 pm.

- b. Real Estate Development Update

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

Commissioner Christensen left the meeting during this item.

8. ACTION ITEMS

- a. Consideration of Omnibus Resolutions – Esperanza Commons

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Sablan, to approve the omnibus resolution – Esperanza Commons.*

MOTION PASSED: 6 – 0

CITY MOTION: *Commissioner Williams moved, seconded by Commissioner Vaillancourt, to approve the omnibus resolution – Esperanza Commons.*

MOTION PASSED: 4 – 0

- b. Authorization for CEO Tyrone Roderick Williams to Execute All Necessary Agreements and Documents on Behalf of the Agency

COUNTY MOTION: *Commissioner Gallaher moved, seconded by Commissioner Henry, to approve CEO Tyrone Roderick Williams to execute all necessary agreements and documents on behalf of the agency.*

MOTION PASSED: 6 – 0

CITY MOTION: *Commissioner Williams moved, seconded by Commissioner Kelley, to approve CEO Tyrone Roderick Williams to execute all necessary agreements and documents on behalf of the agency.*

MOTION PASSED: 4 – 0

Closed Items:

The Boards of Commissioners went into Closed Session at 6:31 pm.

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: Address (APNs: 468-252-04)
Agency negotiator: Housing Authority of the City of Fresno (HACF)
Negotiating parties: HACF, Panchal Ramesh, Kalpana
Under negotiation: Price and Terms
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: Address (APNs: 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

- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: Address (APNs: 466-182-39)
Agency negotiator: Housing Authority of the City of Fresno (HACF)
Negotiating parties: HACF, Mahant Krua, Inc.
Under negotiation: Price and Terms
- d. PUBLIC EMPLOYMENT
Pursuant to Government Code §54597

Report on Closed Session Item(s)

The Boards of Commissioners rejoined Open Session at 6:48 pm.

Ken Price, General Counsel, announced there was no action to report from Closed Session.

Commissioner Ruby Yanez joined the meeting.

9. GOVERNANCE

a. Commissioners' Report

Commissioner Kelley – She thanked Michael Duarte, Chief Real Estate Officer, and Marc' Bady, Chief Diversity Officer, for having a workshop with her. This workshop centered around Fresno Housing's tenant utility utilization tool that is used to evaluate the cost analysis for integrating utility costs for tenants. Michael Duarte provided her with great data so she could fully understand the process. She also thanked Marc Bady for leading with a lens of equity.

Commissioner Sablan – She thanked Tiffany Mangum, Executive Operations Manager, and the Board Chairs for arranging the introductory Dinner with Tyrone Roderick Williams on November 10, 2021.

Commissioner Catalano - He thanked staffed for their work throughout this difficult year. This year has exposed us to several challenging situations, such as the CEO search and public criticism on Fresno Housing's daily operations and our path forward. These predicaments have allowed the agency to grow stronger as a team. He thanked the Boards of Commissioners for volunteering their time and commitment to serve on the County and City Boards of Commissioners. Although the work may be difficult, it is necessary to achieve prosperity.

b. CEO's Report

In addition to the written report:

- Prior to accepting the position of Chief Executive Officer for Fresno Housing, he had the opportunity to meet and speak with several of the Commissioners on the City and County Boards. These conversations centered on their perspective, work history, commitment in the community and the Board. This was a valuable learning experience that put things into perspective prior to becoming the CEO.
- A new method of communication to execute his vision to staff has been initiated. “First of the Month Huddles” will allow him to speak to staff directly and routinely. The first Huddle had an overwhelming positive response and Staff were introduced.
- The dates for the Spring Retreat are forthcoming. The agency will work with Board Chairs to establish a date for the Spring Retreat.
- There will be a Compliance Training for the Boards of Commissioners. General Counsel will help Fresno Housing navigate the training.
- The infrastructure bill has been passed by the House of Congress and signed by President Biden. This bill will provide funding for water systems, improvement of the electric grid, public transportation, broadband expansion, and utilities. Fresno Housing will seek to take advantage of the broadband funding to improve communities with limited intermittent broadband connections.
- The Build Back Better bill has not been passed yet but there is hope that this bill will be passed soon. Although there is no final funding number, this will provide funding for rental assistance, national housing trust fund, and public housing and infrastructure.
- The City of Fresno’s Covid-19 Eviction Moratorium continues to be in effect.
- Grand Opening of Villages at Paragon will take place on Wednesday, November 17, 2021 at 1:00 pm. The in-person event is only open to VIPs, while the public will be invited to watch on Fresno Housing’s Facebook LIVE page.
- The next Joint Boards of Commissioners meeting will be on Tuesday, December 14, 2021 at 5:00 pm.
- Starting in January 2022, more time, during board meeting, will be spent on highlighting residents and their accomplishments.
- He thanked staff and residents that participated in Beautify Fresno for the Parkway Drive Cleanup Event at Step Up on 99 on Saturday, November 6, 2021. Over 107 volunteers picked up over 1,466 pounds of trash.
- Fresno Housing is a philanthropic investment partner with The California Endowment and the Kresge Foundation. They have made a \$5 million investment.
- November is National Native American History Month. Fresno Housing honors the contributions and heritage of the first Americans and their descendants.
- A new DEI Training opportunity has been launched for the leadership team. This training will be on “Perceptions and Assumptions in Hiring”.
- A workshop will be announced soon on mental health resources through the lens of underrepresented populations and resources to support our residents. Marc’ Bady, Chief Diversity Officer, is doing an incredible job on targeting two of the four DEI goals: increasing the power and influence of diversity across the agency, building inclusive excellence.
- New Hire(s)
 - o Tyrone Roderick Williams, Chief Executive Officer
 - o Juliebeth Lopez-Flores, Resident Services Coordinator
 - o Jesse Sanchez, Accountant

- Armando Williams, Maintenance Technician
 - Erendira Gargias, Property Specialist II
- Zee Patel, Senior Impact Analyst, will be departing Fresno Housing after 2 years. In that timeframe, he has been instrumental in the formation of our research, evaluation and analysis lab. He has given the agency a deeper understanding of residents through the ability to pull down data that shows the impact of our services.

10. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 7:07 p.m.

Tyrone Roderick Williams, Secretary to 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

FROM: Tyrone Roderick Williams

Chief Executive Officer

DATE: December 9, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 6b

AUTHOR: Lyric Aguigam

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

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to approve and execute an agreement between Silvercrest, Inc. and Turning Point of Central California, Inc. ("Turning Point") to provide transitional/emergency housing and supportive services for the following Homekey Motel properties: Step Up On 99, Sun Lodge, and Journey Home. These properties are intended to provide interim housing for individuals and families experiencing homelessness and those at-risk of homelessness due to the COVID-19 pandemic.

Turning Point of Central California, Inc. is a non-profit benefit corporation that operates in California and provides property management services for behavioral health, transitional, and other support services to those experiencing homelessness in the Central Valley. Turning Point was originally awarded a one-year contract to provide property management and supportive services at these three properties utilizing a piggybacking methodology, as allowed in FH's Procurement Policy, and said contract ends on December 31, 2021.

In order to ensure the most effective and efficient use of resources, a Request for Proposals (RFP) was publicly solicited in June 2021 (see "Background Information" for procurement details). The deadline for responses was August 26, 2021, allowing the RFP to be solicited for a total of eight (8) weeks. Fresno Housing (FH) received a total of one (1) proposal from the following qualified proposer:

1. Turning Point of Central California: \$3,174,652

Per 2 CFR 200 and the Agency's Procurement Policy, a non-competitive procurement can be awarded if after soliciting to a number of sources, competition is determined inadequate. After many discussions with various organizations, FH understood that the demand for transitional housing management drastically increased during the COVID-19 pandemic due to additional funding for transitional/emergency housing, and as such, many organizations did not have the resources or capacity to execute the required

scope of work. Because of the high demand and lack of resources, staff determined this to be the reason why competition was inadequate. As such, Turning Point was determined to be a responsive and responsible bidder, who could fulfill the required scope of work.

Recommendation

Staff recommends the Boards of Commissioners to adopt a resolution authorizing Tyrone Roderick Williams, and/or his designee, to enter into negotiations and execute the agreement on behalf of Silvercrest, Inc. for transitional/emergency housing, property management, sustenance, and supportive and associated services with Turning Point of Central California from January 1, 2022 to December 31, 2022 for an amount not-to-exceed \$3,174,652. The initial term may be extended by written notice from the Owner at least 90 days prior to the end of the term. Extensions may be granted for a maximum cumulative period of five (5) years.

Fiscal Impact

The total fiscal impact of the proposed agreements are budgeted for an annual not to exceed amount of \$3,174,652. These amounts will be paid by funding provided by the Homekey operating grants from the State of California, the City of Fresno, and Fresno County. Each property will pay a specified portion of this contract in the amounts listed below:

- Step Up on 99: \$1,155,147 per contract term
- Sun Lodge: \$994,265 per contract term
- Journey Home: \$1,025,240 per contract term

Background Information

In August 2020, the Boards of Commissioners approved the ratification of the Purchase and Sale Agreements for Step Up on 99, Sun Lodge and Journey Home (formerly known as Motel 99, Days Inn, and Welcome Inn respectively). In October 2020, the three properties were awarded HomeKey funding for the acquisition and improvements, and the Boards of Commissioners authorized the assignment and acquisition of the properties by Silvercrest, Inc. In December 2020, the Boards of Commissioners approved a one-year agreement with Turning Point to provide comprehensive property management and supportive services at the HomeKey properties, which expires on December 31, 2021.

In June 2021, FH began the procurement process for transitional housing management services utilizing the Request for Proposals solicitation process. Outreach efforts included publication in the Fresno Bee and E-procurement website, conference calls/presentations, and direct calls to potential vendors. Furthermore, the Procurement Department directed additional outreach to the following organizations:

- Poverello House
- Kings View Behavioral Health Systems
- Exodus Recovery
- Fresno Madera Continuum of Care
- Bakersfield/Kern County Continuum of Care
- Los Angeles City & County Continuum of Care
- San Francisco Department of Homelessness and Supportive Housing

The deadline for responses was August 26, 2021, allowing the RFP to be solicited for a total of eight (8) weeks. FH received a total of one proposal from Turning Point. Per FH's procurement guidelines, it was determined that Turning Point of Central California, Inc. is a responsive and responsible organization who provided prices and qualifications that are advantageous to the Agency.

PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (“Agreement”) is made as of the 1st day of January, 2022 (the “Effective Date”), by and between SILVERCREST, INC., a California non-profit public benefit corporation (“Owner”), and TURNING POINT OF CENTRAL CALIFORNIA, INC., a California non-profit public benefit corporation (“Property Manager”). Owner and Property Manager are referred to hereinafter each as a “Party” or collectively as “Parties.”

RECITALS

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

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

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

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

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

ARTICLE I

APPOINTMENT OF PROPERTY MANAGER; LIMITATION OF AUTHORITY

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

Manager in writing if Owner appoints a new Representative to replace Representative, or an additional Representative for individual Properties.

ARTICLE II

SCOPE OF SERVICES

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

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

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

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

Major repairs over \$500 such as equipment, appliances and fixtures, plumbing and electric systems, structure, including the roof, and HVAC systems, among others, will be paid for and completed by the Owner.

2.5 Compliance. Property Manager shall operate and maintain the Properties, in compliance with, and in the performance of its duties hereunder shall abide by, all statutes, laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any national and local government and appropriate agencies, departments, commissions, funding sources or boards, the requirements of any insurance companies covering any of the risks against which each

Property is insured, and the requirements of any agreements relating to each and any of the Properties (each a "Requirement"). Property Manager further agrees promptly to remedy any violation of a Requirement at Owner's expense, provided that if the cost of remedying such violation exceeds Five Thousand Dollars (\$5,000) in any one instance, Property Manager shall obtain Owner's prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in Section 2.4.

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

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

2.8 Insurance Claims. Property Manager shall investigate and report in written detail to Owner and the applicable insurance carrier all accidents, claims for damage relating to the ownership, operation, or maintenance of the Properties, and any damage or destruction to the Properties and the estimated costs of repair, and shall prepare for written approval by Owner all reports required by an insurance company in connection with any such accident, claim, damage, or destruction. Property Manager is authorized to settle, in consultation with the Owner and at the sole cost and expense of Owner, subject to the indemnification provisions of paragraph 5.3, any claim against an insurance company for property damage not exceeding Five Thousand Dollars (\$5,000) (excluding the deductible, if any) arising out of any policy and, in connection with such claim, to execute proofs of loss and adjustments of loss and to collect monies for loss proceeds. Except as provided above, Property Manager shall take no action to settle any insurance claims without the written approval of Owner.

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

2.10 Budgets. On or before the date of this Agreement and thereafter, on or before November 1st of each year, or at any other time prescribed by Owner, Property Manager shall submit to Owner for Owner's written approval a proposed operating and capital budget for the next calendar year for items including, but not limited to, promotion, operation, repair, other accrued operating expenses and maintenance of the Properties, segregated by each of the three Properties, in Property Manager's standard format approved by Owner (the "Budget"). The Budget to be submitted to Owner shall be consistent with the terms of this Agreement, including, without limitation, the terms of Articles III and IV. If Owner or its Board of Directors rejects any proposed

Budget submitted by Property Manager, Property Manager shall submit to Owner for Owner's written approval a new proposed Budget satisfying Owner's objections, within ten (10) days after the date of Owner's rejection. During the calendar year covered by each particular Budget, Property Manager shall operate within that Budget as approved by Owner. Property Manager shall use reasonable efforts not to incur aggregate expenditures of amounts greater than ten percent (10%) over the total expenditures set out in the Budget. Without the express prior written consent of Owner, Property Manager shall not incur any expenses other than as provided in the Budget or change the manner of operation of the Property, except for Emergency Expenditures as provided in Section 2.4. The approved Budget for the 2022-2023 fiscal year is attached hereto and incorporated herein as Exhibit "C".

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

2.12 Retention, Inspection and Audit of Records.

(a) Property Manager agrees to maintain, at the Property Manager's expense, adequate accounting records on a cash basis in connection with all matters contemplated by this Agreement and to allow authorized representatives of Owner or to other funding sources, including but not limited to the California Department of Housing and Community Development, the City of Fresno, the County of Fresno, and/or Enterprise Community Partners, to examine such records and any other of Property Manager's records relating to the operations and management of the Properties and Property Manager's obligations hereunder, including, any correspondence, invoices, reports, timecards, allocations, etc. pertaining to transactions arising out of this Agreement (each, a "Record" and collectively, "Records") and to audit all reports provided for herein. All Records maintained by Property Manager relating to the Properties shall be the property of Owner.

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

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

ARTICLE III

COMPENSATION AND EXPENSES

3.1 Expenses. In accordance with the then-current Budget approved in advance by Owner, Property Manager shall be entitled to be reimbursed by the Owner and in accordance with Section 6.1 to operate properties. The reimbursement is intended to cover all expenses incurred by Property Manager in the performance of its obligations hereunder, including without limitation, actual costs and expenses relating to accounting and reporting (whether performed by Property Manager or its affiliates or by third parties), travel, legal services, and all salaries, wages, payroll taxes, insurance, workers’ compensation, pension benefits, and other benefits of personnel who work at the Property and provide necessary services to the Property, such as employee training and routine repair and maintenance (but excluding oversight of routine maintenance and repair). Otherwise, except as may be specifically provided elsewhere in the Agreement, Property Manager shall bear its own and shall not be reimbursed by Owner for: (i) salaries, wages, payroll taxes, insurance, workers' compensation, pension benefits, and other benefits of Property Manager’s office personnel and officers, to the extent not included in the approved budget, and (ii) general overhead and office expenses of Property Manager's corporate office, including, but not limited to items such as stationary and other office supplies and equipment, telephone and telecommunications services, data processing and other computer services, to the extent not included in the approved budget. Notwithstanding the above, in the event that telecommunication services, data processing and other computer related programs provide direct services to the Properties (such as electronic mail, or other technical software support) these services will be deemed an expense of the Properties and eligible for payment hereunder. In addition those expenses incurred by Property Manager that are allocated by Property Manager to the appropriate Property and any other properties (*e.g.*, expenses allocated on account of off-site personnel, insurance, *etc.*) shall be allocated in a good faith manner designed to reimburse Property Manager for its actual out-of-pocket costs and shall not result in any charges to the Owner that exceed what the Owner would have paid on account of the Properties if the Owner had obtained the services/goods directly. Administrative Expenses shall be paid monthly in an amount equal to 10% of the total Program Direct Expenses, in accordance with the approved Budget, unless fee is ineligible based on the regulations set forth by the properties’ funding source.

ARTICLE IV

BANK ACCOUNTS AND DISBURSEMENT OF FUNDS

4.1 Bank Accounts and Disbursement of Funds. Any and all funds received by Property Manager in the operation of the Properties shall be received in trust for the benefit of Owner and shall be deposited by Property Manager into a bank account specified by Owner from

time to time ("Company's Account"). Unless otherwise expressly agreed to by Owner in writing, Property Manager shall not have the right to withdraw funds from Owner's Account other than for normal operating expenses incurred in the ordinary course of business. Under no circumstances shall Owner's funds be commingled with Property Manager's funds.

ARTICLE V

INSURANCE AND INDEMNIFICATION

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

5.2 Workers' Compensation Insurance.

(a) Property Manager shall procure workers' compensation insurance (or similar insurance as may be required by the laws of the State in which the Property is located) and employer's liability insurance applicable to and covering all employees of Property Manager at the Properties and all persons engaged in the performance of any work required under this Agreement with limits of liability equal to not less than One Million Dollars (\$1,000,000).

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

5.3 Indemnification.

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

Agreement; or (ii) any negligence or willful misconduct of Property Manager in connection with this Agreement or Property Manager's services or work hereunder.

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

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

ARTICLE VI

PROPERTY MANAGER'S COMPENSATION

6.1 Property Management Compensation. The Owner shall pay the Property Manager the aggregate sum not-to-exceed \$3,174,652.00 for satisfactory performance of the services rendered pursuant to this agreement. Compensation is based on actual expenditures, supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and submitted by the Property Manager to the Owner with each request for reimbursement. The Property Managers request for reimbursement shall also be in accordance with the Budget set forth in Exhibit C. It is understood that incidental expenses incurred by the Property Manager during the performance of this Agreement that are unallowable expenses under 2 CFR 200, shall be borne by the Property Manager. If the Property Manager should fail to comply with any provisions of this Agreement, the Owner shall be relieved of its obligation for further compensation after providing the Property Manager with written notice of non-compliance and a thirty (30) day opportunity to cure. Notwithstanding any payment provisions herein, the Property Manager's failure to timely and properly submit required records and reports set forth in this Agreement may be cause for the Owner to delay reimbursement payments to the Property Manager. Payments shall be made by the Owner to the Property Manager in arrears for Services provided during the preceding month. Such payment by the Owner shall be made in the normal course of business, generally within thirty (30) days after the date of receipt by the Owner of a correctly completed and supported invoice in accordance with the provisions of this paragraph and shall be for the actual expenditures incurred by the Property Manager in accordance with Exhibit B. Payments shall be made after receipt and verification of actual expenditures.

ARTICLE VII

TERM AND TERMINATION

7.1 Term. The Initial Term of this Agreement shall be for one (1) year commencing on the Effective Date and ending three hundred and sixty-five (365) days thereafter ("Initial Term"), unless sooner terminated in accordance with the provisions of this Agreement. The initial

term shall be extended by written notice from the Owner at least 90 days prior to the end of the term. Extensions may be granted for a maximum cumulative period of five (5) years. Property Manager shall not enter into any agreements for services that will extend beyond one (1) year, except any agreement that is terminable on no more than thirty (30) days prior written notice and is specifically approved by Owner.

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

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

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

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

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

ARTICLE VIII

MISCELLANEOUS

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

8.2 (a) If to Owner, to:
Silvercrest, Inc.
Attn: Emily De la Guerra
1331 Fulton Street
Fresno, CA 93721
Phone: (559) _____
Fax: (559) _____

With copies to:

Kenneth J. Price, Esq.
Baker, Manock & Jensen
5260 North Palm Avenue
4th Floor
Fresno, CA 93704-2209
Phone: (559) 432-5400
Fax: (559) 432-5620

(b) If to Property Manager, to:

Turning Point of Central California, Inc.
615 S. Atwood Street
Visalia, CA 93277
Attention: Raymond R. Banks, Chief Executive Officer _____
Phone: (559) 732-8086 _____
Fax: (844) 364-4599 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

DRAFT

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

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

By: _____
Tyrone Roderick Williams
Secretary/Director

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

By: _____
Ray Banks
Chief Executive Officer

EXHIBIT “A”

The Properties

Step Up on 99

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

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

PARCEL 1: APN 449-232-01

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

PARCEL 2: APN 449-232-02

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

Journey Home

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

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

Parcel 1:

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

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

Parcel 2:

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

APN: 449-335-19

Parcel 3:

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

APN: 449-342-01

Sun Lodge

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

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

Parcel One:

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

Parcel Two:

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

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

Parcel Three:

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

APN: 449-270-41

DRAFT

EXHIBIT “B”

Scope of Services

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

Coordination of Services

Property Manager will provide low-barrier access to emergency shelter coupled with intensive housing-focused services to set households on the path to attaining permanent housing. Services shall be offered in coordination with other complementary services as part of the path from homelessness to permanent housing stability. Special prioritization of these beds will be given to the HERO Team in coordination with the City of Fresno’s Homelessness Task Force (“HTF”).

Target Population

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

Data Collection

The program will be a CES Assessment Site, creating an opportunity for each person accessing shelter to be entered into CES through the administration of the Vulnerability Index-Service Prioritization Decision Assistance Tool (“VI-SPDAT”).

Low-Barrier Housing

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

Facility Requirements

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

Program Services and Design

Property Manager will utilize a housing first approach to emergency shelter or rapid rehousing as appropriate and providing services to guests. Pets will be allowed per the pet policy in Exhibit D.

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

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

Guests will be registered and offered access to on-site services. As appropriate, staff will prescreen guests for potential Diversion services and if deemed eligible, refer immediately to a Diversion program staff.

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

Turning Point will provide the following services:

1. Emergency Shelter/Rapid Rehousing: Turning Point will operate emergency shelter beds for adults and/or families with children experiencing homelessness or at risk of homelessness in the City of Fresno. Basic shelter services provided with included meals in some circumstances and as appropriate.
2. Case Management: Turning Point will provide intensive case management services that focus on helping participants develop a housing plan and overcome barriers to attaining permanent housing. Participants that have been connected to a permanent housing intervention will be referred to a Bridge Housing program to prepare to enter permanent housing.
3. Housing Search and Placement: Turning Point will provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing. This will include partnering with other agencies offering navigation services.
4. Diversion Pre-Screening: Turning Point will assess all people who present for homeless services at Turning Point for potential Diversion services.
5. Stabilizing Health Intervention: Turning Point will provide services for stabilization of client health issues, including substance use and mental health disorders.

Staffing

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

Referral and Assessment – Emergency Shelter

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

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

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

Referral and Assessment – Rapid Rehousing

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

- Anyone exhibiting behavior that threatens the safety of themselves or others will not be admitted. In the event that someone is in need of an ambulance or assessment for medical or mental health emergency intervention, Turning Point staff will call emergency services on their behalf.

- Upon determination of program eligibility, all guests will be registered and will sign a participation agreement that outlines the program policies and their agreement to the services provided by Turning Point.

Performance Measurements

Turning Point will meet the following measurable goals, annually:

- Bed utilization will be a minimum of 85% as measured by the HMIS on the last Wednesday of the month, quarterly.
- Turning Point will serve at least 277 unduplicated adults, approximately 8 unduplicated new guests per month, experiencing homelessness annually.
- In partnership with Fresno Housing and others, at least 35% of the participants will achieve exits into permanent housing within the first year.
- 30% of Turning Point guests will transition directly to permanent housing.
- 40% of Turning Point guests will transition to Bridge Housing.
- 60% of Turning Point guests will attain a safe exit from the program within 90 days.

Turning Point will internally evaluate program outcomes quarterly. Performance measures will be evaluated by the Regional Director and any necessary changes will be implemented to ensure program measures are being met. Upon discharge, guests will be given a voluntary survey to complete to evaluate the services received at Turning Point. The program will consider all feedback and enhance the program based on guest feedback. It is the goal of the program to incorporate guest feedback into the operations to create a program that adults experiencing homelessness will feel comfortable and eager to access.

Documentation and Recordkeeping

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

Collaborative Effort

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

Fiscal Administration

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

DRAFT

EXHIBIT “C”

Budget

HomeKey Budget	Step Up on 99	Sun Lodge	Journey Home
Property Manager/Services Provider	\$ 1,155,147.00	\$ 994,265.00	\$ 1,025,240.00

These budgets are estimates of the expenses that will be incurred by Property Manager and are subject to change. Owner bears responsibility for expenses relating to utilities, insurance, taxes and major repairs. See Section 2.4 and 2.10 for more information. Costs shall not exceed the amounts in the contract.

EXHIBIT “D”

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

Resident Selection Plan

This Resident Selection Plan is for developments regulated by the Department of Housing and Community Development under the Homekey program (s) and managed by Fresno Housing (FH).

The Plan is designed to promote fairness and uniformity in the selection of residents for units funded under the Homekey program, and to promote efficiency in the application process for covered units.

It is the policy of FH to promote equal opportunity in compliance with, but not limited to, all federal, state and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

FH operates in accordance with federal, state and local fair housing and civil rights laws.

FH shall not discriminate with respect to sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability medical condition (cancer/genetic characteristics) age (40 or older), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave.

FH shall comply with the development's Affirmative Fair Housing Marketing Plan.

Resident selection shall be a collaboration between the Supportive Services Partner, the Agent and FH. The occupancy and resident selection criteria are a critical component of this Plan. FH will establish and manage an interest list for individual projects in compliance with the project funding sources and regulatory agreement.

Successful operation will be attained through (i) referrals selected by the Supportive Services Partner per the Coordinated Entry System (CES) or other similar system for the Program's Targeted Population and in compliance with the Housing First requirements (set forth in the Welfare and Institutions Code Section 8255) consistent with the core components set forth in resident protections established under federal, state, and local law, (ii) the strict application of income requirements and applicable eligibility requirements to comply with housing and Rental Assistance (if applicable) as set forth below, and (iii) the consistent and nondiscriminatory application of the Resident Selection Plan.

Occupancy at the Development may be governed by one or more federal, state, or local affordable housing and/or Rental Assistance programs (e.g. Low-Income Housing Tax Credit

(LIHTC), Project-Based Voucher (PBV), among others). Resident selection will be in accordance with the program (s) requirements for the Unit and/or Rental Assistance when applicable.

Pet Policy

By executing this Agreement, Sponsor acknowledges that the Pet Friendly Housing Act of 2017 (Health & Saf. Code, § 50466) requires each housing development, if it is financed on or after January 1, 2018 pursuant to Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local governmental ordinances related to public health, animal control, and animal anticruelty.

Affirmative Fair Housing Marketing Plan

Sponsor shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. Sponsor is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development ("HUD"). Sponsor shall comply with all state and federal fair housing laws.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE CONTRACT WITH SILVERCREST, INC. AND
TURNING POINT OF CENTRAL CALIFORNIA FOR TRANSITIONAL HOUSING
MANAGEMENT SERVICES**

WHEREAS, the Housing Authority of the City of Fresno (the “Agency”) released a Request for Proposals for firms to provide transitional/emergency housing management and supportive services for the residents that reside at Homekey Motel properties; and

WHEREAS, the Agency has received a proposal from Turning Point of Central California for transitional/emergency housing management and supportive services; and

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

WHEREAS, Turning Point of Central California was determined to be a responsive and responsible proposer who provided qualifications and prices that are advantageous to the Agency, pursuant to the Agency’s procurement guidelines; and

WHEREAS, in accordance with 2 CFR 200 and the Agency’s Procurement Policy, a non-competitive procurement can be awarded if after soliciting to a number of sources, competition is determined inadequate;

WHEREAS, the Agency desires Silvercrest, Inc. to enter into a contract with Turning Point of Central California for transitional/emergency housing management and supportive services for one year, beginning January 1, 2022, for an annual amount not to exceed \$3,174,652; and

WHEREAS, the term of said contract will expire December 31, 2022, and may be extended by written notice from the Owner at least 90 days prior to the end of the term. Extensions may be granted for a maximum cumulative period of five (5) years.

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby authorize Chief Executive Officer, or his designee, to

negotiate and execute the contract on behalf of Silvercrest, Inc. for transitional/emergency housing management and supportive services with Turning Point of Central California and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 14th DAY OF December, 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:

Tyrone Roderick Williams, Chief Executive Officer

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE CONTRACT WITH SILVERCREST, INC. AND
TURNING POINT OF CENTRAL CALIFORNIA FOR TRANSITIONAL HOUSING
MANAGEMENT SERVICES**

WHEREAS, the Housing Authority of Fresno County (the “Agency”) released a Request for Proposals for firms to provide transitional/emergency housing management and supportive services for the residents that reside at Homekey Motel properties; and

WHEREAS, the Agency has received a proposal from Turning Point of Central California for transitional/emergency housing management and supportive services; and

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

WHEREAS, Turning Point of Central California was determined to be a responsive and responsible proposer who provided qualifications and prices that are advantageous to the Agency, pursuant to the Agency’s procurement guidelines; and

WHEREAS, in accordance with 2 CFR 200 and the Agency’s Procurement Policy, a non-competitive procurement can be awarded if after soliciting to a number of sources, competition is determined inadequate;

WHEREAS, the Agency desires Silvercrest Inc. to enter into a contract with Turning Point of Central California for transitional /emergency housing management and supportive services for one year, beginning January 1, 2022, for an annual amount not to exceed \$3,174,652; and

WHEREAS, the term said contract expire on December 31, 2022 and may be extended by written notice from the Owner at least 90 days prior to the end of the term. Extensions may be granted for a maximum cumulative period of five (5) years.

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize Chief Executive Officer, or his designee, to

negotiate and execute the contract on behalf of Silvercrest, Inc. for transitional/emergency housing management and supportive services with Turning Point of Central California and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 14th DAY OF December, 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:

Tyrone Roderick Williams, Chief Executive Officer

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing

FROM: Tyrone Roderick Williams
Chief Executive Officer

DATE: December 9, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 6c

AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Contract Renewal for General Legal Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to renew the contract with Baker, Manock and Jensen PC for General Legal Services. The original term of this contract was January 1, 2019 to December 31, 2019, with the option to renew the contract for four (4) additional, one-year terms for a total potential contract period of five years. The term pertaining to this option renewal is January 1, 2022 to December 31, 2022. This is the third available option, with one renewal remaining.

Fiscal Impact

The contract with Baker, Manock, and Jensen PC includes an annual limit of \$300,000. The 2022 Agency Operations and Mixed Finance Budgets includes funding for this contract.

Recommendation

It is recommended that the Boards of Commissioners authorize the Chief Executive Officer to execute the renewal of the contract with Baker, Manock, and Jensen PC, for a term of January 1, 2022 to December 31, 2022 and an amount not to exceed \$300,000.

Background Information

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

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

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

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

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

WHEREAS, the Agency desires to renew the contract with Baker, Manock, & Jensen PC for general legal services for one year, beginning January 1, 2022, for an annual amount not to exceed \$300,000; and

WHEREAS, the term of said contract will expire December 31, 2022, with the option to extend the contract for one additional one year term, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Agency desires to renew the contract with Baker, Manock, & Jensen PC for general legal services for one year, beginning January 1, 2022, for an annual amount not to exceed \$300,000; and

WHEREAS, the term of said contract will expire December 31, 2022, with the option to extend the contract for one additional one year term, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Williams, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing

FROM: Tyrone Roderick Williams
Chief Executive Officer

DATE: December 9, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 6d

AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Contract Renewal for Human Resources Legal Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioner's to renew the contract with Atkinson, Anderson, Loya, Ruud, & Romo ("AALRR") for Human Resources Legal Services. The original term of said contract is January 1, 2019 to December 31, 2019, with the option to renew the contract for four (4) additional, one-year terms for a total potential contract period of five years. The term pertaining to this option renewal is January 1, 2022 to December 31, 2022. This is the third available option, with one renewal remaining.

Fiscal Impact

The contract with AALRR includes an annual amount not to exceed \$150,000. The 2022 Agency Operations Budget includes funding for this contract.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the renewal of the contract with AALRR for a term of January 1, 2022 to December 31, 2022 and an amount not to exceed \$150,000.

Background Information

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

option renewal of the contract with AALRR for Human Resources Legal Services.

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Agency desires to renew the contract with AALRR for human resources legal services for one year, beginning January 1, 2022, for an annual amount not to exceed \$150,000; and

WHEREAS, the term of said contract will expire December 31, 2022, with the option to extend the contract for one additional one year term, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Agency desires to renew the contract with AALRR for human resources legal services for one year, beginning January 1, 2022, for an annual amount not to exceed \$150,000; and

WHEREAS, the term of said contract will expire December 31, 2022, with the option to extend the contract for one additional one year term, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Williams, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing

FROM: Tyrone Williams
Chief Executive Officer

DATE: December 9, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 6e

AUTHOR: Lyric Aguigam

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

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioner's to renew the contract with Ballard Spahr, LLP for legal services pertaining to HUD, USDA, HCD, and other Federal and State matters. The original term of said contract is January 1, 2019 to December 31, 2019, with the option to renew the contract for four additional, one-year terms for a total potential contract period of five years. The term pertaining to this option renewal is January 1, 2022 to December 31, 2022. This is the third available option, with one renewal remaining.

Fiscal Impact

Based on an independent cost estimate and the projected needs of the organization, the contract with Ballard Spahr, LLP includes an annual amount not to exceed \$50,000. The 2022 Agency Operations and Mixed Finance Budgets includes funding for this contract.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the renewal of the contract with Ballard Spahr, LLP for a term of January 1, 2022 to December 31, 2022 and an amount not to exceed \$50,000.

Background Information

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

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

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Agency desires to renew contract with Ballard Spahr, LLP for HUD, USDA, HCD, and other Federal and State Legal Services for one year, beginning January 1, 2022, for an annual amount not to exceed \$50,000; and

WHEREAS, the term of said contract will expire December 31, 2022, with the option to extend the contract for one additional one year term, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Agency desires to renew the contract with Ballard Spahr, LLP for HUD, USDA, HCD, and other Federal and State Legal Services for one year, beginning January 1, 2022, for an annual amount not to exceed \$50,000; and

WHEREAS, the term of said contract will expire December 31, 2022, with the option to extend the contract for one additional one year term, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Williams, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
 Fresno Housing

FROM: Tyrone Roderick Williams
 Chief Executive Officer

DATE: December 9, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 6f

AUTHOR: Lyric Aguigam

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

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to renew the contract with Ballard Spahr, LLP for legal services pertaining to the development of affordable housing. The original term of said contract was January 1, 2019 to December 31, 2019, with the option to renew the contract for four additional, one-year terms for a total potential contract period of five years. The term pertaining to this option renewal is January 1, 2022 to December 31, 2022. This is the third available option, with one renewal remaining.

Fiscal Impact

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

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the renewal of the contract with Ballard Spahr, LLP for a term of January 1, 2022 to December 31, 2022 and an amount not to exceed \$600,000.

Background Information

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

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

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

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

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

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

WHEREAS, the Agency desires to renew the contract with Ballard Spahr, LLP for affordable housing development legal services for one year, beginning January 1, 2022, for an annual amount not to exceed \$600,000; and

WHEREAS, the term of said contract will expire December 31, 2022, with the option to extend the contract for one additional one year term, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

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

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

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

WHEREAS, the Agency desires to renew the contract with Ballard Spahr, LLP for affordable housing development legal services for one year, beginning January 1, 2022, for an annual amount not to exceed \$600,000; and

WHEREAS, the term of said contract will expire December 31, 2022, with the option to extend the contract for one additional one year term, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Williams, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing

FROM: Tyrone Williams
Chief Executive Officer

DATE: December 9, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 6g

AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Contract Renewal for Unlawful Detainer Legal Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to renew the contract with Steven R. Hrdlicka, Attorney at Law and Baker, Manock, and Jensen PC for Unlawful Detainer Legal Services. The original term of each contract is January 1, 2019 to December 31, 2019, with the option to renew the contract for four additional, one-year terms for a total potential contract period of five years. The term pertaining to these option renewals is January 1, 2022 to December 31, 2022. This is the third available option, with one option renewal remaining. The Agency feels it is advantageous to have two separate contracts for Unlawful Detainers given the specific technical capabilities and experience of each firm, and the overall needs of the organization.

Fiscal Impact

Based on an independent cost estimate and the projected needs of the organization, the contract with Steven R. Hrdlicka, Attorney at Law includes an annual not to exceed amount of \$50,000. The contract with Baker, Manock, and Jensen PC includes an annual amount not to exceed \$25,000. The 2022 Agency Operations and Mixed Finance Budgets includes funding for this contract.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the renewals of the contracts with Steven R. Hrdlicka, Attorney at Law and Baker, Manock, and Jensen PC each for a term of January 1, 2022 to December 31, 2022 for an amount not to exceed \$50,000 and \$25,000, respectively.

Background Information

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

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

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Agency desires to renew the contracts with Baker, Manock, & Jensen PC and Steven R. Hrdlicka, Attorney at Law, for unlawful detainer legal services for one year, beginning January 1, 2022, for an annual amount not to exceed \$25,000 and \$50,000 respectively; and

WHEREAS, the term of said contracts will expire December 31, 2022, with the option to extend the contract for one additional one year term, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Agency desires to renew the contracts with Baker, Manock, & Jensen PC and Steven R. Hrdlicka, Attorney at Law, for unlawful detainer legal services for one year, beginning January 1, 2022, for an annual amount not to exceed \$25,000 and \$50,000 respectively; and

WHEREAS, the term of said contracts will expire December 31, 2022, with the option to extend the contract for one additional one year term, for a total contract period of five years, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD);

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

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Williams, 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

FROM: Tyrone Roderick Williams

Chief Executive Officer

DATE: December 9, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 6h

AUTHOR: Francisco Nuñez

SUBJECT: Approval of Resolution for No Place Like Home Non-Competitive Funding Application for the Avalon Commons Phase I Project

Executive Summary

At the January 22, 2019 Board Meeting, the Board authorized entering into a Memorandum of Understanding with the County of Fresno Department of Behavioral Health (DBH) to collaborate on the development of permanent supportive housing for Fresno County residents.

In collaboration with the DBH, Avalon Commons was selected to receive Non-Competitive No Place Like Home (NPLH) funding. An extension to the County's NPLH funding deadline was submitted to the California Department of Housing and Community Development (HCD) in February 2021. Subsequently at the June 22, 2021 Board Meeting, the Board approved submission of Low-Income Housing Tax Credit (LIHTC) application to the California Tax Credit Allocation Committee (CTCAC). The Board also authorized to collaborate with the County of Fresno to submit an application to the California Department of Housing and Community Development (HCD) for Non-Competitive No Place Like Home (NPLH) funding.

Prior to the Non-Competitive NPLH deadline, HCD revised and updated the Notice of Funding Availability (NOFA) and Guidelines for the No Place Like Home program. The updated NOFA for the NPLH program encompassed revisions to the required application documents which included the approval resolution. The NPLH application requires submittal of an HCD specific resolution. Staff anticipates submitting a complete application to HCD on or before December 15, 2021, requesting Non-Competitive NPLH funding in a total amount of \$2,183,000.

In order to fully finance the project, it is necessary to submit a funding application to the California Department of Housing and Community Development for Non-Competitive No Place Like Home funding. Staff has been working with the design team as well as service providers to ensure the project has the necessary approvals to submit the funding application. The recommended action in this memo is to approve the attached updated resolution in order to submit the previously authorized submission of a funding application to HCD for the Avalon Commons Phase I project.

Recommendation

It is recommended that the Board of Commissioners of the Fresno Housing Authority adopt the attached resolution approving the necessary actions needed to move forward with funding application submissions for Avalon Commons Phase I project (portion of APN 404-071-50), and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection with the approved actions.

Fiscal Impact

None.

Background Information

The Avalon Commons site (APN: 404-071-50) is an existing vacant site located at the northwest corner of Chestnut and Alluvial Avenues on approximately 7.1 acres in Fresno, CA. The project site is located in an area of high demand. The property was acquired by the Housing Authority of the City of Fresno, California in December 2020 for \$2,800,000. The current Phase I site plan envisions a 60-unit community with approximately 3,492 square feet of community space. The community would serve both families (one-, two-, and three- bedroom units) and Special Needs population (one-bedroom units) in partnership with the County of Fresno DBH.

Past Board Actions

- June 23, 2020 – Approval Authorizing Assignment of Purchase & Sale Agreement
- October 27, 2020 – Approval of Site Acquisition and HRFC Funding
- June 28, 2021 – Approval Authorizing Submission of LIHTC application and HRFC commitment
- August 24, 2021 – Approval Authorizing Submission of MHP application to HCD

**RESOLUTION OF THE MEMBER(S) OF
FRESNO AVALON COMMONS PHASE I AGP, LLC
RESOLUTION NO. _____**

NO PLACE LIKE HOME: NON-COMPETITIVE ALLOCATION

Avalon Commons Phase I

A majority of the managers of Fresno Avalon Commons Phase I AGP, LLC, a California limited liability company (the "Limited Liability Company"), hereby consent to, adopt, and ratify the following resolutions:

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, dated August 15, 2018 as amended on October 30, 2018, on October 23, 2020, on October 29, 2021 and as may be further amended from time, (collectively, the "NOFA") under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of approximately \$19 million in Non-Competitive Allocation funds under the NPLH Program; and

WHEREAS, the Limited Liability Company is authorized to do business in the State of California, and it is in the Limited Liability Company's best interests to act as the Administrative General Partner of Fresno Avalon Commons Phase I LP, a California limited partnership (the "Borrower").

NOW, THEREFORE, IT IS RESOLVED, that the Limited Liability Company is hereby authorized and directed to act as the Administrative General Partner of the Borrower in connection with the Department's award of the California No Place Like Home Non-Competitive Allocation under the NOFA.

RESOLVED FURTHER: That in connection with the NPLH Program, the Limited Liability Company, as the Administrative General Partner of the Borrower, is authorized and directed to enter into, execute, and deliver a Standard Agreement in an amount not to exceed \$2,183,000₁ (the "NPLH Loan") and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the NPLH Loan, the Corporation's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement, a capitalized operating subsidy reserve agreement and certain other documents

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

RESOLVED FURTHER: That Housing Authority of the City of Fresno, CA is hereby authorized to execute the NPLH Loan Documents, and any amendments or modifications thereto, on behalf of the Limited Liability Company as the Administrative General Partner of the Borrower.

RESOLVED FURTHER: That this resolution shall take effect immediately upon its passage.

Passed and adopted, effective as of December 14, 2021 by the consent of the Members of the Limited Liability Company by the following vote:

___AYES___NAYS
___ABSTAIN___ABSENT

CERTIFICATE OF THE MEMBER/SECRETARY

The undersigned, Secretary of the Limited Liability Company, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution duly adopted at a meeting of the Limited Liability Company which was duly convened and held on the date above-mentioned, and that the resolution has not been altered, amended, repealed, rescinded, or annulled.

DATE: _____

Tyrone Roderick Williams, Secretary

LOAN AUTHORIZATION OF FRESNO AVALON COMMONS PHASE I LP

NO PLACE LIKE HOME: NON-COMPETITIVE ALLOCATION

AVALON COMMONS PHASE I

The undersigned hereby certifies that Fresno Avalon Commons Phase I, LP, a California limited partnership ("Borrower") makes the following certifications and representations to the State of California Department of Housing and Community Development ("Department"):

1. The State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, dated August 15, 2018 as amended on October 30, 2018, on October 23, 2020, on October 29, 2021 and as may be further amended from time, (collectively, the "NOFA") under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

2. The NOFA relates to the availability of approximately \$19 million in Competitive Allocation funds under the NPLH Program.

3. The Borrower is duly formed as a limited partnership in the State of California, is authorized to do business in the State of California, and has the power and authority to borrow the funds in an amount not to exceed \$2,183,000 ("NPLH Loan").

4. The Borrower has been formed and is controlled by Housing Authority of the City of Fresno, CA, a public body corporate and politic, organized and existing under the laws of the State of California and a "public housing agency" ("Sponsor"), in accordance with California Code of Regulations, title 25, section 8313.2.

5. That in connection with the NPLH Loan, the Borrower is authorized to enter into a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to evidence the NPLH Loan, the Borrower's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement, a capitalized operating subsidy reserve agreement and certain other documents required by the Department as security for, evidence of or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Loan Documents")

6. That the Housing Authority of the City of Fresno, acting as the Sole Member and Manager of Fresno Avalon Commons Phase I AGP, LLC, is Administrative General Partner of the Borrower, is authorized and directed to execute the NPLH Loan Documents, and any amendments thereto, on behalf of the Borrower.

Dated: _____

BORROWER:

Fresno Avalon Commons Phase I, a limited partnership

By: Fresno Avalon Commons Phase I AGP,
LLC, a California limited liability company

Its: Administrative General Partner

By: Housing Authority of the City of Fresno,
CA, a public body corporate and politic

Its: Sole Member and Manager

By: _____
Tyrone Roderick Williams
Chief Executive Officer

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE CITY OF FRESNO
RESOLUTION NO. ____**

NO PLACE LIKE HOME: NON-COMPETITIVE ALLOCATION

Avalon Commons Phase I

At the duly constituted meeting of the Board of Commissioners of The Housing Authority of the City of Fresno, CA, a public body corporate and politic, organized and existing under the laws of the state of California and a “public housing agency” (“Authority”), hereby consent to, adopt and ratify the following resolutions:

WHEREAS, the State of California, Department of Housing and Community Development (“Department issued a Notice of Funding Availability, dated August 15, 2018 as amended on October 30, 2018, on October 23, 2020, on October 29, 2021 and as may be further amended from time, (collectively, the “NOFA”) under the No Place Like Home Program (“NPLH” or “Program”) authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of approximately \$19 million in Non-Competitive Allocation funds under the NPLH Program; and

WHEREAS, the Authority is an Applicant within the meaning of Section 101(c) of the NPLH Program Guidelines, enacted in 2020 (“Guidelines”);

WHEREAS, the Authority is authorized to do business in the State of California, and it is in the Authority’s best interests to act as the sole member of Fresno Avalon Commons Phase I AGP, LLC, a California limited liability company (the “LLC”), the Administrative General Partner of Fresno Avalon Commons Phase I, LP, a California limited partnership (the “Borrower”); and

WHEREAS, the Authority is authorized and directed to submit an application in response to the NOFA on its own behalf and as the sole member of the LLC, the Administrative General Partner of Borrower.

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

SECTION 1. That the Authority is hereby authorized and directed to borrow an amount not to exceed \$2,183,000 in NPLH Program funds (the “NPLH Loan”).

SECTION 2. That in connection with the NPLH Loan, the Authority, on its own behalf and as the sole member of the LLC as Administrative General Partner of the Borrower, is authorized and directed to enter into, execute, and deliver a State of California

Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the NPLH Loan, the Corporation's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement, a capitalized operating subsidy reserve agreement and any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Loan Documents").

SECTION 3. Corporation acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and the Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures, uses, and activities identified in the Standard Agreement.

SECTION 4. That Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer are hereby authorized to execute the NPLH Loan Documents, and any amendments or modifications thereto, on behalf of the Authority for itself and as sole member of the LLC as Administrative General Partner of the Borrower.

SECTION 5. That this resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 14 day of December, 2021, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

CERTIFICATE OF THE CHAIR

The undersigned, Chair of the Board of Commissioners, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution of the Authority's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, repealed, rescinded, or annulled.

DATE: _____

Adrian Jones, Chair

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

FROM: Tyrone Roderick Williams
Chief Executive Officer

DATE: December 6, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 7a

AUTHOR: Michael Duarte

SUBJECT: Real Estate Development Update

Executive Summary

Staff will provide an overview of real estate development activities.

Recommendation

None at this time. Informational only.

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
FROM: Tyrone R. Williams
Chief Executive Officer

DATE: December 9, 2021
BOARD MEETING: December 14, 2021
AGENDA ITEM: 10a
AUTHOR: Emily De La Guerra

SUBJECT: Consideration of the 2022 Operations and Housing Assistance
Payments Budgets

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to consider and adopt Fresno Housing's 2022 annual budgets for Agency Operations and Housing Assistance Payments for the Housing Choice Voucher program.

These budgets set forth the expected revenues and expenses for the Agency by program, department, and division and summarized into the following six divisions: Administration (CORE), The Real Estate Development (RED), Housing Choice Voucher (HCV), Resident Empowerment Services (RES), Homeless Initiatives (HI), and Housing Management (HMD). Each budget, separately and together as a whole, is intended to ensure that the Fresno Housing Authority remains fiscally sound while investing in the Agency's future, and delivering services in accordance with our mission to provide quality, affordable housing.

The 2022 budget includes funding to provide affordable housing for over 45,000 individuals in Fresno County, including 20,000 children. Affordable housing continues to be a top priority for Fresno families, as rents have risen dramatically over the past year and Fresno still needs over 36,000 units of affordable housing to meet demand. As such, it is our top priority to ensure we have the resources necessary to deliver on our core mission of providing safe, high-quality, affordable housing. The 2022 budget also includes investments in homeless services and housing, youth enrichment activities, and adult services for over 4,500 families. Furthermore, we will continue our investment in the SW Fresno neighborhood through our California Avenue Neighborhood planning activities. We will also continue to invest in and implement our Diversity, Equity and Inclusion strategy with the goal of addressing racial and economic disparities. Ensuring long-term fiscal stability, providing quality affordable housing, and improving quality of life for our residents continues to be the main goal of the Fresno Housing budget development process.

2022 Budget for Agency Operations

The proposed budget for 2022 Agency Operations has revenues of \$45.5 million, consisting primarily of federal funding provided by HUD for housing programs.

Agency operating expenses total \$44.9 million, of which more than half is in support of the Housing Choice Voucher and Public Housing programs which provide quality, affordable housing for over 14,000 low-income families, seniors, disabled and veterans. Operating expenses also include 247 full-time equivalent positions, working effectively to deliver essential services in the areas of housing, community development, resident empowerment, and homeless services. Net operating income totals approximately \$620 thousand. Staff is requesting to utilize \$407 thousand of unrestricted reserves in 2022 to continue the investment in ongoing strategic priorities, including Diversity, Equity and Inclusion, resident safety, homeless services, and California Avenue Neighborhood planning.

	Total 2022 Budget
NET TENANT INCOME	9,111,480
TOTAL INTEREST INCOME	530,208
TOTAL OTHER INCOME	1,961,301
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,553,822
TOTAL DEVELOPER FEE INCOME	3,651,672
TOTAL HUD GRANT INCOME	16,488,976
TOTAL OTHER GRANT INCOME	5,206,940
TOTAL INCOME	45,504,398
TOTAL PAYROLL EXPENSES	20,697,023
TOTAL ADMINISTRATIVE EXPENSES	13,979,025
TOTAL TENANT SERVICES EXPENSES	2,685,182
TOTAL UTILITY EXPENSES	3,083,108
TOTAL MAINTENANCE EXPENSES	3,548,253
TOTAL TAXES & INSURANCE EXPENSES	891,421
TOTAL EXPENSES	44,884,012
NET OPERATING INCOME	620,387
TOTAL NON-OPERATING EXPENSES	1,101,083
NET INCOME	(480,696)
UNRESTRICTED NET INCOME	(406,701)

Additional information regarding the 2022 Agency Operations Budget will be presented at the Board of Commissioners meeting.

2022 Budget for Housing Assistance Payments

Housing Assistance Payments (HAP) are the subsidies paid to landlords on behalf of the tenants participating in the HCV program (formerly known as "Section 8"). Expected revenues for 2022 are \$94.8 million and expenses of \$89.8 million, thus adding approximately \$4.9 million to the Agency's restricted

HAP reserves. These reserves are restricted by HUD, and can only be used to make HAP payments to landlords.

Program	Total HAP Revenue	Total HAP Expenses	Total HAP Reserve Increase/(Usage)
HCV	94,769,846	89,830,439	4,939,407

Fiscal Impact

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

- Total net operating income to the Agency for 2022 of \$620 thousand.
- Utilization of unrestricted reserves of \$407 thousand.
- Increase of restricted net assets in the HCV program by \$4.9 million.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the 2022 budget for Agency Operations, and the 2022 budget for Housing Assistance Payments.

	Core/Admin	Real Estate Development	Housing Choice Voucher	Resident Empowerment	Homeless Initiatives	Housing Management	Total 2022 Budget
NET TENANT INCOME	45,000	501,497	-	-	-	8,575,658	9,111,480
TOTAL INTEREST INCOME	24,000	505,008	-	-	-	1,200	530,208
TOTAL OTHER INCOME	253,996	649,992	-	755,844	68,065	233,404	1,961,301
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,553,822	-	-	-	-	-	8,553,822
TOTAL DEVELOPER FEE INCOME	-	3,651,672	-	-	-	-	3,651,672
TOTAL HUD GRANT INCOME	-	-	9,991,068	66,408	2,509,080	3,922,420	16,488,976
TOTAL OTHER GRANT INCOME	-	3,163,764	-	-	688,057	1,355,119	5,206,940
TOTAL INCOME	8,876,818	8,471,933	9,991,068	822,252	3,265,202	14,087,801	45,504,398
TOTAL PAYROLL EXPENSES	7,313,688	1,851,236	6,293,851	1,246,858	962,069	3,029,322	20,697,023
TOTAL ADMINISTRATIVE EXPENSES	2,720,118	3,603,294	4,764,448	209,720	421,646	2,259,799	13,979,025
TOTAL TENANT SERVICES EXPENSES	50,004	15,036	-	125,000	2,209,128	286,014	2,685,182
TOTAL UTILITY EXPENSES	213,348	622,388	-	-	-	2,247,373	3,083,108
TOTAL MAINTENANCE EXPENSES	405,972	227,760	81,972	3,996	4,692	2,823,862	3,548,253
TOTAL TAXES & INSURANCE EXPENSES	79,008	92,851	7,344	-	-	712,218	891,421
TOTAL EXPENSES	10,782,137	6,412,564	11,147,615	1,585,574	3,597,535	11,358,586	44,884,012
NET OPERATING INCOME	(1,905,320)	2,059,369	(1,156,547)	(763,322)	(332,333)	2,729,215	620,387
TOTAL NON-OPERATING EXPENSES	-	15,000	-	-	-	1,086,083	1,101,083
NET INCOME	(1,905,320)	2,044,369	(1,156,547)	(763,322)	(332,333)	1,643,132	(480,696)
UNRESTRICTED NET INCOME	(1,905,320)	1,634,051	-	(763,322)	(332,333)	960,223	(406,701)

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION ADOPTING THE 2022 HOUSING AUTHORITY'S ANNUAL OPERATING
BUDGET AND THE 2022 HOUSING ASSISTANCE PAYMENTS BUDGET**

WHEREAS, the Annual Operating Budget and the Housing Assistance Payments Budget for the Fresno Housing Authority for the fiscal year beginning January 1, 2022 and ending December 31, 2022 has been presented for adoption before the Board of Commissioners of the Housing Authority of the City of Fresno at its open public meeting on December 14, 2021; and

WHEREAS, the Annual Operating Budget as presented for adoption reflects total revenues of \$45,504,398 and total expenses of \$45,985,095; and

WHEREAS, the Housing Assistance Payments Budget as presented for adoption reflects total revenues of \$94,769,846 and total expenses of \$89,830,439; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno adopt the Annual Operating Budget and the Housing Assistance Payments Budget beginning on January 1, 2022 and ending on December 31, 2022.

PASSED AND ADOPTED THIS 14th day of December 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:

ABSTAIN:

ABSENT:

Tyrone Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION ADOPTING THE 2022 HOUSING AUTHORITY'S ANNUAL OPERATING
BUDGET AND THE 2022 HOUSING ASSISTANCE PAYMENTS BUDGET**

WHEREAS, the Annual Operating Budget and the Housing Assistance Payments Budget for the Fresno Housing Authority for the fiscal year beginning January 1, 2022 and ending December 31, 2022 has been presented for adoption before the Board of Commissioners of the Housing Authority of Fresno County at its open public meeting on December 14, 2021; and

WHEREAS, the Annual Operating Budget as presented for adoption reflects total revenues of \$45,504,398 and total expenses of \$45,985,095; and

WHEREAS, the Housing Assistance Payments Budget as presented for adoption reflects total revenues of \$94,769,846 and total expenses of \$89,830,439; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County adopt the Annual Operating Budget and the Housing Assistance Payments Budget beginning on January 1, 2022 and ending on December 31, 2022.

PASSED AND ADOPTED THIS 14th day of December 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:

ABSTAIN:

ABSENT:

Tyrone Williams, 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

FROM: Tyrone Roderick Williams

Chief Executive Officer

DATE: December 9, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 10b

AUTHOR: Kenneth J. Price

SUBJECT: Consideration of Resolution Pursuant to Assembly Bill 361 – Public Agency Meetings

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to adopt resolutions authorizing Fresno Housing to allow for the Boards of Commissioners and standing committees to participate via teleconference so long as such actions comply with newly adopted AB 361.

Governor Newsom's Executive Order No. N-29-20, which allows some or all Commissioners/Committee Members to participate in a public meeting via teleconference (phone or video) expired as of September 30, 2021. On September 15, 2021 AB 361 was passed which includes the following:

Through December 31, 2023, AB 361 allows local agencies to continue to use COVID-19-era teleconferencing notice and meeting procedures as long as one of the following specific types of emergency exists:

- A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The Board of Commissioners must make specific findings every 30 days during the emergency when telephonic or virtual meetings are required. The Governor, through Order N-12-21, has extended the order declaring a State of Emergency due to the impacts of COVID-19 until the end of the year, so these findings must be made every 30 days beginning on October 1, 2021:

- A) The legislative body has reconsidered the circumstances of the state of emergency.
- B) Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; or
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

The new law also prohibits local agencies from requiring public comments to be submitted prior to the meeting without also allowing real-time comment opportunities during the meeting. In addition, the new law allows third-party internet websites to collect names and other information from the public in order to participate in the meeting, but local agencies themselves are still prohibited from requiring the such information to participate. Finally, if there is an internet or telephonic service disruption that prevents the agency from broadcasting the meeting, the agency may take no action until the broadcast is restored. Normal posting timelines for agendas still apply, as well as the roll-call vote requirement.

Attached are resolutions authorizing meeting by teleconference. These resolutions shall apply to the Boards of Commissioners meetings and each standing committee meeting.

Recommendation

It is recommended that the Boards of Commissioners adopt the attached resolutions authorizing the Housing Authority of the City of Fresno and the Housing Authority of Fresno County to allow for the Boards of Commissioners and standing committees to participate via teleconference so long as such actions comply with the newly adopted AB 361. Additionally, Staff will make a presentation with recommendations for future public agency meetings.

RESOLUTION NO. _____

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

RESOLUTION PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE
PROCLAMATION OF A STATE OF EMERGENCY BY N-12-21 ISSUED ON AUGUST 16,
2021 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE
LEGISLATIVE BODIES OF THE HOUSING AUTHORITY OF THE CITY OF FRESNO FOR
THE PERIOD FROM JANUARY 1, 2022 TO JANUARY 31, 2022 PURSUANT TO BROWN
ACT PROVISIONS

WHEREAS, the Housing Authority of the City of Fresno is committed to preserving and nurturing public access and participation in meetings of the Board of Commissioners; and

WHEREAS, all meetings of the Housing Authority of the City of Fresno's (the "City Commission") legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, by the Governor's Order N-12-21, the Governor has extended the order declaring a State of Emergency due to the impacts of COVID-19; and

WHEREAS, the County of Fresno has recommended continued social distancing to combat the imminent risk to the public health and safety due to COVID-19; and

WHEREAS, the Board of Commissioners does hereby find that such conditions has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Commissioners does hereby find that the legislative bodies of the City Commission shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City Commission shall ensure that the public has the opportunity to participate live in all electronic meetings of the City Commission during all public comment periods.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF HOUSING AUTHORITY OF THE CITY OF FRESNO DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board of Commissioners hereby proclaims that a local emergency now exists throughout the District, and in-person meetings could cause an imminent risk to the commissioners, staff and public.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of August 16, 2021.

Section 4. Remote Teleconference Meetings. The agency staff and legislative bodies of City Commission are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect on January 1, 2022, and shall be effective until the earlier of (i) January 31, 2022, or such time the Board of Commissioners adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of City Commission may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Commissioners of Housing Authority of the City of

Fresno this 14th day of December, 2021, to be effective on January 1, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, CEO/ Secretary of the Boards of
Commissioners

RESOLUTION NO. _____

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

RESOLUTION PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE
PROCLAMATION OF A STATE OF EMERGENCY BY N-12-21 ISSUED ON AUGUST 16,
2021 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE
LEGISLATIVE BODIES OF THE HOUSING AUTHORITY OF FRESNO COUNTY FOR THE
PERIOD FROM JANUARY 1, 2022 TO JANUARY 31, 2022 PURSUANT TO BROWN ACT
PROVISIONS

WHEREAS, the Housing Authority of Fresno County is committed to preserving and nurturing public access and participation in meetings of the Board of Commissioners; and

WHEREAS, all meetings of the Housing Authority of Fresno County's (the "County Commission") legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, by the Governor's Order N-12-21, the Governor has extended the order declaring a State of Emergency due to the impacts of COVID-19; and

WHEREAS, the County of Fresno has recommended continued social distancing to combat the imminent risk to the public health and safety due to COVID-19; and

WHEREAS, the Board of Commissioners does hereby find that such conditions has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Commissioners does hereby find that the legislative bodies of the County Commission shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the County Commission shall ensure that the public has the opportunity to participate live in all electronic meetings of the County Commission during all public comment periods.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF HOUSING AUTHORITY OF FRESNO COUNTY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board of Commissioners hereby proclaims that a local emergency now exists throughout the District, and in-person meetings could cause an imminent risk to the commissioners, staff and public.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of August 16, 2021.

Section 4. Remote Teleconference Meetings. The agency staff and legislative bodies of County Commission are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect on January 1, 2022, and shall be effective until the earlier of (i) January 31, 2022, or such time the Board of Commissioners adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of County Commission may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Commissioners of Housing Authority of Fresno County this 14th day of December, 2021, to be effective on January 1, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, CEO/ 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

FROM: Tyrone Roderick Williams

Chief Executive Officer

DATE: December 9, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 10c

AUTHOR: Emily De La Guerra

SUBJECT: Consideration of Resolutions to Assign Designees and Authorize Officers/Employees to Conduct Business on Behalf of Fresno Housing

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to assign designees and authorize officers/employees to conduct business on behalf of Fresno Housing.

The By-Laws of the Housing Authority of the City of Fresno and Fresno County state that the Chief Executive Officer shall keep in safe custody the seal of the Authority and shall have the power to affix such seal to all contracts and instruments to be executed by the Board of Commissioners. As Secretary and Treasurer of the Boards, the Chief Executive Officer executes documents, contracts and other instruments, as authorized by the Boards of Commissioners. At times, the duties of the CEO prevent them from being present to execute contracts and other instruments in a timely manner. Its essential to the business of Fresno Housing to assign designees and authorize officers to conduct business on behalf of Fresno Housing.

All actions and duties completed by, delegated to or assigned by the CEO must conform with the Board-approved Internal Control Policy, Delegation of Purchasing Authority Policy, Conflict of Interest Policy, and any other applicable federal, state and local laws, rules and/or regulations.

Recommendation

It is recommended that the Boards of Commissioners adopt the attached resolutions approving the following designee(s) to conduct business on behalf of Fresno Housing.

Activity Type	Current Authorizations	Proposed Authorizations
Executing Documents, Contracts, and other instruments	- Chief Executive Officer - Deputy Executive Director	- Chief Executive Officer - Chief Business Officer - Chief Real Estate Officer
Conducting Banking Activities & Check Signing	- Chief Executive Officer - Deputy Executive Director - Chief of Staff - Director of Human Resources & Organizational Development - Director of Planning & Community Development	- Chief Executive Officer - Chief Business Officer - Chief Real Estate Officer

Fiscal Impact

There is no fiscal impact.

RESOLUTION NO. _____

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

**CONSIDERATION OF RESOLUTIONS TO ASSIGN DESIGNEES AND AUTHORIZE
OFFICERS/ EMPLOYEES TO CONDUCT BUSINESS ON BEHALF OF FRESNO HOUSING**

WHEREAS, the By-Laws stated that the Chief Executive Officer of both the Housing Authority of the City of Fresno and Fresno County shall keep in safe custody the seal of the Authority and shall have the power to affix such seal to all contracts and instruments to be executed by the Board of Commissioners; and

WHEREAS, the Board of Commissioners acknowledge that, at time, the Chief Executive Officer's duties prevent him from being present to execute contracts, deeds and other instruments in a timely manner.

WHEREAS, the Board of Commissioners acknowledge the need for a Designee(s) to be assigned on behalf of the Chief Executive Officer for such purposes as executing contracts and other instruments at the direction of the Chief Executive Officer when the Chief Executive Officer is unavailable to sign such documents.

NOW THEREFORE, BE IT RESOLVED that in the absence of the Chief Executive Officer, Tyrone Roderick Williams, the Chief Real Estate Officer, Michael Duarte, the Chief Business Officer, Emily De La Guerra, are hereby authorized, at the direction of the Chief Executive Officer, to execute documents, contracts and other instruments.

PASSED AND ADOPTED THIS 14th DAY OF December, 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:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION AUTHORIZING OFFICERS/EMPLOYEES
TO ENTER INTO BANKING RELATIONSHIPS AND TRANSACT BUSINESS OF THE
HOUSING AUTHORITY ALONG WITH OR ON BEHALF OF THE CEO/EXECUTIVE
DIRECTOR**

WHEREAS, the Housing Authority of the City of Fresno periodically needs to enter into banking relationships with various financial institutions and transact the business of the Agency:

NOW THEREFORE, be it resolved as follows:

1. That any three (3) of the following officers of this organization: Tyrone Roderick Williams, Chief Executive Officer; Michael Duarte, Chief Real Estate Officer; and Emily De La Guerra, Chief Business Officer are together authorized to enter into deposit accounts, checking accounts, credit card accounts, cash management and service agreement(s) with financial institutions on behalf of this organization and to designate from time to time who may sign checks and otherwise give instructions regarding this organization's funds and accounts.
2. That any three (3) of the following officers of this organization: Tyrone Roderick Williams, Chief Executive Officer; Michael Duarte, Chief Real Estate Officer; and Emily De La Guerra, Chief Business Officer together are authorized to execute the bank documents necessary to establish and maintain facsimile signature agreements for the bank accounts.
3. That the accounts affected by this resolution are those at Wells Fargo, U.S. Bank, PNC

Bank and other financial institutions legally appropriate to conduct the business of this organization.

4. That two (2) signatures will be required to negotiate checks. At least one of those signatures must be Tyrone Roderick Williams, Chief Executive Officer. The second signature may be that of the Chief Business Officer or Chief Real Estate Officer.

This authorization shall remain in full force and effect for the individuals who officially hold these positions at the Housing Authority of the City of Fresno.

PASSED AND ADOPTED THIS 14th day of December, 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:

Tyrone Roderick Williams, Secretary of the Board of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONER OF THE

HOUSING AUTHORITY OF THE FRESNO COUNTY

**CONSIDERATION OF RESOLUTIONS TO ASSIGN DESIGNEES AND AUTHORIZE
OFFICERS/EMPLOYEES TO CONDUCT BUSINESS ON BEHALF OF FRESNO HOUSING**

WHEREAS, the By-Laws stated that the Chief Executive Officer of both the Housing Authority of the City of Fresno and Fresno County shall keep in safe custody the seal of the Authority and shall have the power to affix such seal to all contracts and instruments to be executed by the Board of Commissioners; and

WHEREAS, the Board of Commissioners acknowledge that, at time, the Chief Executive Officer's duties prevent him from being present to execute contracts, deeds and other instruments in a timely manner.

WHEREAS, the Board of Commissioners acknowledge the need for a Designee(s) to be assigned on behalf of the Chief Executive Officer for such purposes as executing contracts and other instruments at the direction of the Chief Executive Officer when the Chief Executive Officer is unavailable to sign such documents.

NOW THEREFORE, BE IT RESOLVED that in the absence of the Chief Executive Officer, Tyrone Roderick Williams; the Chief Real Estate Officer, Michael Duarte; the Chief Business Officer, Emily De La Guerra, are hereby authorized, at the direction of the Chief Executive Officer, to conduct business on behalf of Fresno Housing.

PASSED AND ADOPTED THIS 14th DAY OF December, 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:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION AUTHORIZING OFFICERS/EMPLOYEES
TO ENTER INTO BANKING RELATIONSHIPS AND TRANSACT BUSINESS OF THE
HOUSING AUTHORITY ALONG WITH OR ON BEHALF OF THE CEO/EXECUTIVE
DIRECTOR**

WHEREAS, the Housing Authority of Fresno County periodically needs to enter into banking relationships with various financial institutions and transact the business of the Agency:

NOW THEREFORE, be it resolved as follows:

1. That any three (3) of the following officers of this organization: Tyrone Roderick Williams, Chief Executive Officer; Michael Duarte, Chief Real Estate Officer, and Emily De La Guerra, Chief Business Officer; are together authorized to enter into deposit accounts, checking accounts, credit card accounts, cash management and service agreement(s) with financial institutions on behalf of this organization and to designate from time to time who may sign checks and otherwise give instructions regarding this organization's funds and accounts.
2. That any three (3) of the following officers of this organization: Tyrone Roderick Williams, Chief Executive Officer; Michael Duarte, Chief Real Estate Officer and Emily De La Guerra, Chief Business Officer; together are authorized to execute the bank documents necessary to establish and maintain facsimile signature agreements for the bank accounts.
3. That the accounts affected by this resolution are those at Wells Fargo, U.S. Bank, PNC

Bank and other financial institutions legally appropriate to conduct the business of this organization.

4. That two (2) signatures will be required to negotiate checks. At least one of those signatures must be Tyrone Roderick Williams, Chief Executive Officer. The second signature may be that of the Chief Business Officer or Chief Real Estate Officer.

This authorization shall remain in full force and effect for the individuals who officially hold these positions at the Housing Authority of Fresno County.

PASSED AND ADOPTED THIS 14th day of December, 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:

Tyrone Roderick Williams, Secretary of the Board 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

FROM: Tyrone Roderick Williams

Chief Executive Officer

DATE: December 9, 2021

BOARD MEETING: December 14, 2021

AGENDA ITEM: 10d

AUTHOR: Michael Duarte

SUBJECT: Consideration of Assignment and Delegation of Purchase and Sale Agreement & Agreement for Option to Purchase with the City of Fresno – Parkway Inn

Executive Summary

The purpose of this memo is to approve an Assignment and Delegation of Purchase and Sale Agreement (PSA) & Option to Purchase for the Parkway Inn Motel property located at 959 N. Parkway Drive, Fresno, CA 93728 (APN: 449-324-11) (Property) with the City of Fresno (City). The partnership will facilitate the City's acquisition of the Parkway Inn motel to provide interim housing for the homeless and possible conversation to permanent housing in the future.

The Parkway Inn Motel consists of 66 motel rooms and common facilities on approximately 1.44 acres and is located on the Parkway Drive corridor in close proximity to Fresno Housing (FH)'s operating Project Homekey sites. As part of the collaborative Homekey and CARES Act planning efforts between FH and the City of Fresno, the motel was identified as a possible site of interest.

On February 27, 2021, FH entered into a Purchase and Sale Agreement with the Sellers, Singh Daljit & Surinder Kaur, which is subject to FH Board approval, to potentially acquire said property for \$3,234,000. The Purchase and Sale Agreement provided FH with site control of the subject property and allowed time to consider potential feasibility in partnership with the City of Fresno. Since entering into the PSA, FH has conducted some initial due diligence including Appraisal and environmental review.

The City of Fresno has taken actions to move forward with the acquisition of this property on their own behalf and has requested that FH Assign its interest in the PSA as Buyer to the City of Fresno. As part of our shared vision to convert motels along Parkway into permanent housing, the City has agreed to grant FH an Option to Purchase the property during the Option Window of years 3 – 15 from the acquisition date in order to provide site control. Having site control will allow FH to pursue and secure local, state and federal government and private funding to provide for the conversation of the Parkway Inn to quality permanent multifamily housing.

Fiscal Impact

The Purchase and Sale Agreement required a \$20,000 Earnest Money Deposit within 5 days of execution of the agreement. FH has incurred a total of approximately \$30,000 in deposits and due diligence expenses including environment reports, appraisals, and inspections. As part of the Assignment Agreement, the City would reimburse FH for the initial deposit and the incurred due diligence expenses. Per the Agreement for Option the Purchase with the City of Fresno, FH will have the Option to Purchase the Parkway Inn property for \$1,500 during the Option Window.

Recommendation

It is recommended that the Board of Commissioners approve and authorize entering into the Assignment and Delegation of the Purchase and Sale Agreement with Singh Daljit & Surinder Kaur for real property located at 959 N. Parkway Drive. in Fresno (APN 449-324-11) at a purchase price of \$3,234,000 to the City of Fresno & the Agreement for Option to Purchase with the City of Fresno and authorize Tyrone Roderick Williams, Chief Executive Officer, and/or his designee to negotiate and execute documents in connection with the approved action.

Draft

ASSIGNMENT AND DELEGATION OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT AND DELEGATION OF PURCHASE AND SALE AGREEMENT (this Assignment) is made and entered into this ____ day of December, 2021 (the Effective Date), by and between the HOUSING AUTHORITY OF THE CITY OF FRESNO, a California public body corporate and politic (Assignor), and the CITY OF FRESNO, a California municipal corporation (Assignee). All capitalized terms used in this Assignment shall have the same meanings as set forth in the Purchase Agreement (defined below).

RECITALS:

A. Assignor, as Buyer, and SINGH DALJIT and SURINKER KAUR, collectively, as seller (“Seller”), are parties to that certain Purchase and Sale Agreement dated February 27, 2021, as amended by that certain Extension of Time Addendum No. 1 dated June 23, 2021 and that certain Extension of Time Addendum No. 2 dated November 30, 2021 (collectively, the “Purchase Agreement”) for a 29,607 square-foot motel known as the Parkway Inn, located at 959 N. Parkway Drive, Fresno, CA 93728, Fresno County APN 449-324-11 (the “Property”). The Purchase Agreement is attached hereto as Exhibit “A” and is incorporated herein by this reference.

B. Assignor's mission is, in part, to support families and individuals by providing access to quality affordable housing within the City and County of Fresno.

C. The Purchase Agreement permits Assignor, as Buyer, to assign Buyer's rights, title, obligations, and interest under the Purchase Agreement to a third party without Seller's consent.

D. Pursuant to the Purchase Agreement, Assignor has deposited \$20,000 into escrow to apply to the Purchase Price for the Property (the Deposit).

E. Assignor now desires to assign and delegate to Assignee, and Assignee desires such assignment and delegation of, all of its rights, interests, and obligations under the Purchase Agreement for the Property pursuant to the terms and subject to the conditions set forth in this Assignment.

F. By letter dated August 27, 2021, Seller has identified several long-term tenants of the Property (the “Long-Term Tenants”) as more particularly described in Exhibit “B” attached hereto and incorporated herein by this reference.

G. On December 14, 2021, Assignor's Board of Commissioners authorized the assignment and delegation of the Purchase Agreement to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment and Delegation. Pursuant to the Purchase Agreement, Assignor may assign its interest in the Property without Seller's consent. Effective as of the Effective Date, Assignor hereby assigns all of its rights, interests, and obligations under the Purchase Agreement to Assignee, and delegates to Assignee all of its duties, responsibilities, and obligations under the Purchase Agreement relating to the Property, including any potential relocation assistance as may be required under state or federal law for the Long-Term Tenants. Any reference to "Buyer" in the Purchase Agreement shall apply to Assignee.

2. Acceptance of Assignment and Delegation. Effective as of the Effective Date, Assignee hereby accepts Assignor's assignment of all of Assignor's rights, interest, and obligations under the Purchase Agreement and hereby accepts Assignor's delegation of all of Assignor's duties, responsibilities, and obligations under the Purchase Agreement. On and after the Effective Date, Assignee shall perform all of the duties, responsibilities, and obligations of Assignor under the Purchase Agreement except that Assignee's City Council must agree to accept the Property prior to the Close of Escrow, as defined in the Purchase Assignee covenants that it (1) approves, ratifies and confirms all terms, covenants, conditions and provisions of this Assignment, (2) will perform at Assignee's own expense all duties and obligation imposed on Assignee by the Assignment, and (3) expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, duties, and obligations, required to be kept, performed, and fulfilled by Buyer under the Purchase Agreement on and after the Effective Date.

3. Deposit: Reimbursement. Upon the Closing of Escrow, as defined in the Purchase Agreement, the Assignee shall prepare and execute escrow instructions directing the Escrow Holder to remit the following funds to Assignor: (1) the full amount of the Deposit of \$20,000.00; (2) as valuable consideration for this Assignment, the sum of One Dollar (\$1.00); and (3) reimbursement of due diligence expenses in the amount of \$9,245.00 as more specifically described in Exhibit "C" attached hereto and incorporated herein by this reference. In the event that Assignor does not receive such funds either prior to the Close of Escrow through electronic deposit or cashier's check as specified in this Section 3, this Assignment shall be void and the obligations contained herein shall be of no force and effect.

4. Indemnification. Assignee agrees to indemnify and hold Assignor harmless from and against any and all costs, liabilities, damages, expenses, or claims, including without limitation reasonable attorney fees, arising from or in connection with the Purchase Agreement after the Effective Date of this Assignment.

5. Further Assurances. Each party shall, at its own cost and expense, execute and deliver any such further documents and instruments and shall take such other actions as may be reasonably necessary to carry out this Assignment.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California (without regard to the conflicts of laws provisions thereof).

7. Counterpart Execution. This Assignment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

CITY OF FRESNO
A California municipal corporation

HOUSING AUTHORITY OF THE CITY
OF FRESNO, a California public body
corporate and politic

By: _____
Thomas Esqueda,
City Manager

By: _____

Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: _____

(If corporation of LLC., Board Chair, Pres.
or Vice Pres.)

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

By: _____

Name: _____

ATTEST:
BRIANA PARRA
Interim City Clerk

Title: _____

(If corporation of LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy

Attachments:

1. Exhibit A – Purchase and Sale Agreement February 27, 2021
2. Exhibit B – List of Long Stay Guests
3. Exhibit C – Reimbursable to Assignor Due Diligence Expenses

Exhibit A

The Property and PSA

Exhibit B

List of Long-Term Stay Guests Disclosed by the Seller

Exhibit C

Exhibit C

Due Diligence Expenses Reimbursable to Fresno Housing Authority

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Draft

City of Fresno
2600 Fresno Street,
Fresno, Ca. 93721
Attention:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This Agreement is recorded at the request and for the benefit of the City of Fresno and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

CITY OF FRESNO, a municipal
corporation

By: _____

Thomas Esqueda
Its: City Manager

Dated: _____

AGREEMENT FOR PURCHASE OPTION

By and Between

THE CITY OF FRESNO
a municipal corporation

and

**Housing Authority of the City of Fresno,
a California public body corporate and politic**

AGREEMENT FOR OPTION TO PURCHASE

This Agreement for an Option-to-Purchase real property is made by and between The Housing Authority of the City of Fresno (Fresno Housing Authority), a public body corporate and politic, and the City of Fresno, a municipal corporation (City or Owner).

RECITALS:

A. The City of Fresno holds or will hold fee title to certain real property known as the Parkway Inn and located at 959 North Parkway Drive, Fresno, CA, 93728 (APN 449-324-11) (Property), and more specifically described in the attached **Exhibit A** (Property Description).

B. The City of Fresno desires to convert Property from a low-barrier emergency homeless shelter to high-quality permanent affordable housing no sooner than three (3) years after the City's acquisition of the Property but no later than fifteen (15) years after the City's acquisition of the property (the Option Window).

C. To convert the Property to high-quality permanent affordable and/or mixed income housing, the City will collaborate with Fresno Housing Authority, and the collaboration is described in this Option-to-Purchase Agreement.

D. The Option-to-Purchase Agreement provides Fresno Housing Authority the exclusive rights within the Option Window, to acquire the Property from the City and convert property to permanent affordable and/or mixed income housing.

E. If Fresno Housing Authority does not exercise the Option-to-Purchase within the Option Window, the City may (a) extend the term of the Option-to-Purchase Agreement with the mutual consent of Fresno Housing Authority, or (b) exercise the City's adopted process and procedures to dispose of property in accordance with the Surplus Land Act in effect at the time when the Option-to-Purchase Agreement expires, or (c) continue to own the Property.

F. Fresno Housing Authority desires to enter into this Option-to-Purchase Agreement with the City of Fresno to secure exclusive rights to acquire the Property for potential or future conversion to permanent affordable, and/or mixed-income housing.

AGREEMENT:

NOW, THEREFORE, Owner and City agree as follows:

1. Grant of Option. Owner grants an exclusive right to Fresno Housing Authority to purchase the Property at the price and on the terms set forth in **Exhibit B**.

2. Effective Date. The effective date of this Agreement is the date it is signed by the Owner, after it is signed by the Fresno Housing Authority upon their approval of this Agreement (Effective Agreement).

3. Consideration. For the rights granted by Owner, the Fresno Housing Authority will pay Owner ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) within 30 days after the Owner approves this Agreement. The Owner's approval is a condition precedent to the effectiveness of this Agreement.

4. Original Term. The Option Window for the Fresno Housing Authority to

exercise an exclusive option to purchase the Property begins three years after the Effective Date of this Agreement and expires fifteen (15) years after the Effective Date, unless the Option Window is extended by the parties as provided herein.

4.1. Automatic Termination. If Fresno Housing Authority does not exercise this option to purchase the Property within the Option Window, then this Agreement and Fresno Housing Authority's option rights will automatically expire without notice. The City may retain the Property or exercise the City's adopted process and procedures to dispose of property in accordance with the Surplus Land Act in effect at the time when the Option-to-Purchase Agreement expires.

5. Exercise of Option. The Fresno Housing Authority may exercise the exclusive option to purchase the property upon submittal of the following:

5.1. A Resolution adopted by the Fresno Housing Authority Board of Commissioners notifying the City of Fresno of the Fresno Housing Authority's intent to exercise the option to purchase the Property.

5.2. The Resolution must be received by the City of Fresno at any time prior to the expiration of the Option Window.

5.3. The Resolution must also specify that the Fresno Housing Authority will acquire the Property for the sole and exclusive purpose of developing permanent affordable and/or mixed income housing on the property.

5.4. The Resolution must also include supplemental information summarizing the details of the permanent affordable housing project to be developed by the Fresno Housing Authority on the Property. The supplemental information shall include the funding plan, site development plans, building elevations, construction cost estimates and construction schedule for the permanent affordable housing project. So long as the Resolution contains all required elements described in this Section 5.3 and 5.4, the City shall automatically accept the Resolution as sufficient.

5.5. Within sixty (60) days after submitting the notice of intent to exercise the purchase option, including all required supplemental information, the Fresno Housing Authority and Owner will execute all required escrow documents to facilitate a transfer of title, with a title company selected by City.

5.6. Upon receipt of the notice of intent, and all supplemental information, Owner will take all actions necessary to convey title to Fresno Housing Authority free and clear of all liens, licenses, claims, encumbrances, easements, encroachments from adjacent properties, and pending litigation.

6. Application of Prior Payments to the Purchase Price or Retention by Owner. If Fresno Housing Authority exercises the option to purchase, then all payments submitted by Fresno Housing Authority to the City of Fresno as a condition of the Agreement shall be applied to the purchase price. If the Fresno Housing Authority does not exercise the option to purchase, then all payments submitted by the Fresno Housing Authority to the City of Fresno shall be retained by the City.

7. Assignment. Either party may assign its interests in this Agreement to any

affiliated nonprofit entity either partially or wholly controlled by a party to this Agreement, provided it gives reasonable prior notice to the other party and the assignee agrees in writing to comply with this Agreement.

8. Warranties. Owner warrants that Owner has a marketable and insurable fee simple title to the Property.

9. Risk of Loss. If any improvement on the Property is damaged or destroyed, The Fresno Housing Authority will not be entitled to any refund of moneys paid. The Fresno Housing Authority, however, will be entitled on exercise of this option to offset against the purchase price the insurance proceeds Owner collects or has a right to collect for the loss or damage.

10. Miscellaneous Provisions.

10.1. Notice. Unless otherwise provided in this Agreement, any notice, tender, or delivery given by either party to the other may be by personal delivery or by United States mail, postage prepaid. Notices will be in writing. The notice, tender, or delivery will be deemed communicated or made as of delivery if personally given, or within 24 hours after posting, if mailed. Mailed notices must be addressed as set forth below, but each party may change its address by written notice according to this paragraph.

Notice to the City/Owner:

City of Fresno
Attention: City Manager and
Public Works Director
2600 Fresno Street
Fresno, CA 93721

Notice to Owners:

Housing Authority of the City of Fresno
Attn: CEO/Executive Director
1331 Fulton Mall
Fresno, CA 93721

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

10.3. Exhibits; Entire Agreement. The exhibits referenced in this Agreement as attached are, by the reference, incorporated into this Agreement. This instrument and the attached Exhibits A and B are the entire agreement between the parties relating to this option. This Agreement supersedes any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement. Any amendment to this Agreement must be in writing and signed by Owner and Fresno Housing to be effective.

10.4. Remedies. Either party shall have any remedies now or later allowed at law or in equity. Either party may seek any declaratory, injunctive, or other equitable relief to enforce this Agreement, or restrain or enjoin a violation or breach of any provision hereof.

10.5. Attorney's Fees. If either party brings any legal action or proceeding

relating to this Agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses.

10.6. Binding Effect. This Agreement will bind and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.

10.7. Further Assurance. The parties will sign any additional documents and take any additional steps that may be necessary to carry out the intent and purpose of this Agreement.

10.8. Recorded Agreement. Following the execution of this Agreement, this Agreement shall be recorded with the official records of Fresno County, California.

10.9. Survival. The terms of this Agreement shall survive the close of escrow of the Property unless there is a contradiction between the REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS and this Agreement, in which event the REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS shall control.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF the Owner and City have signed this Agreement on the dates and in the year set forth below.

Owner:
CITY OF FRESNO,
A California municipal corporation

Housing Authority of the City of Fresno, a
California public body corporate and politic

By: _____
Thomas C. Esqueda,
City Manager

By: _____

Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____

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

Name: _____

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

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: _____
Deputy

Attachments:

1. Exhibit A – Property Description
2. Exhibit B – Agreement for Purchase and Sale of Real Property and Escrow Instructions

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

EXHIBIT B

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

CURRENTLY KNOWN AS THE PARKWAY INN

959 N. Parkway Drive, Fresno, California 93728 (APN 449-324-11)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (Agreement) is made and entered into as of _____, 202_ (the Effective Date), between the CITY OF FRESNO, a municipal corporation (the City) and The Housing Authority of the City of Fresno, a California public body corporate and politic (Fresno Housing Authority or Buyer). This Agreement is being entered to facilitate the acquisition of the property currently known as the Parkway Inn (referred to herein as the Subject Property) by the Fresno Housing Authority pursuant to an Agreement for Option to Purchase dated _____ between the City and Fresno Housing Authority and recorded on [DATE] as Document No. _____ (Option Agreement).

1. Subject Property. The Subject Property known as APN 449-324-11 is located at 959 North Parkway Drive, in the City of Fresno, County of Fresno, State of California, which includes fixtures and improvements located on the property and all rights, privileges, and appurtenances including and permits and easements, as depicted on Exhibit "A", attached hereto, and incorporated herein by reference.
2. Purchase Price. Fresno Housing Authority shall pay the City One Thousand Five Hundred Dollars (\$1,500.00) for the Subject Property (Purchase Price).
3. Payment of Purchase Price. Fresno Housing Authority shall deliver the Purchase Price pursuant to Section 5 below.
4. Conditions Precedent to Close of Escrow. The following conditions precedent must be satisfied or waived by the benefitted party prior to the Close of Escrow:
 - a. Resolution from Fresno Housing Authority Board of Commissioners. Fresno Housing Authority shall provide a resolution from its Board of Commissioners notifying the City of Fresno Housing Authority's intent to exercise the Option to Purchase the Subject Property. Said resolution must be received by the City at any time prior to the expiration of the Option Window, as defined in the Option Agreement. The Resolution shall further confirm that Fresno Housing Authority shall:
 - i. Acquire the Subject Property for the sole and exclusive purpose of developing permanent affordable and/or mixed income housing on the Subject Property.
 - ii. Provide supplemental information confirming and summarizing the details of the permanent affordable or mixed income housing

project to be developed by the Fresno Housing Authority on Subject Property. The supplemental information shall include the funding plan, site development plans, building elevations, construction cost estimates and construction schedule for the project.

- b. Title Review. Within 10 business days after execution of this Agreement, City shall order a Preliminary Title Report for the Subject Property, to be issued by Fidelity National Title Company, together with copies of all encumbrances referenced in such Preliminary Title Report (the Prelim). Fresno Housing Authority shall have a period of fifteen (15) days after receipt of the Prelim to review the Prelim (the Title Review Period). Upon the expiration of the Title Review Period, Fresno Housing Authority shall be deemed to have approved all exceptions to title to the Subject Property as shown on the Prelim (the Permitted Exceptions), except for matters for which Fresno Housing Authority has provided written notice of objection prior to the expiration of the Title Review Period (the Disapproved Exceptions). In the event Fresno Housing Authority provides notice of Disapproved Exceptions, City may undertake to eliminate or modify such objectionable items to the reasonable satisfaction of Fresno Housing Authority within thirty (30) days (the Cure Period) after receipt of such notice of objections or as extended in writing by the parties. In the event City has not cured, or chooses not to cure, Disapproved Exceptions within the Cure Period, Fresno Housing Authority may, at its option, and as Fresno Housing Authority's sole remedy, terminate this Agreement by written notice to City at any time subsequent to the Cure Period (but prior to the expiration of the Feasibility Period); Fresno Housing Authority and City shall bear equally all costs, fees, and expenses payable to the Title Company; and neither Party shall thereafter have any further duties, rights or obligations hereunder. Notwithstanding anything to the contrary contained in this Agreement, as a condition precedent to Fresno Housing Authority's obligation to proceed with a Closing, City shall remove or cause to be removed, on or before such Closing, all monetary encumbrances, or liens (other than non-delinquent real Property taxes and assessments), excepting those caused by Fresno Housing Authority or otherwise approved or waived by Fresno Housing Authority in writing.

Commented [MD1]: City may need more than 15 days to cure. How about 45 days?

- c. Conveyance. City shall convey title to the Subject Property to Fresno Housing Authority, in the condition required above, by appropriate Grant Deed and Escrow Holder shall issue the Title Policy (as defined in Section 9 below) to Fresno Housing Authority.

5. Terms of Sale. Not later than five (5) business days after the Effective Date, Fresno Housing Authority shall deposit the Purchase Price with Escrow Holder. Not less than two days business days prior to the Closing Date, City shall deposit a Grant Deed in Escrow and Fresno Housing Authority shall, within the same period, deposit Fresno Housing Authority's share of all costs, expenses and/or prorations, with Escrow Holder.

6. Close of Escrow. "Close of Escrow" shall mean the act of recording the Grant Deed for the Subject Property in the Official Records of Fresno County, California (the Official Records). The date upon which such recording takes place is the "Closing Date." The Close of Escrow for the purchase and sale shall occur on, or before ninety (90) days after the Effective Date of this Agreement .
7. Escrow.
- a. Escrow Holder. An escrow (the Escrow) for the consummation of the purchase and sale of the Subject Property shall be established with Fidelity National Title Insurance Company, located at 7485 N. Palm Avenue, Suite 106, Fresno, Ca 93711, (559) 261-8919 (Escrow Holder) or another title company in the event that Fidelity is no longer operating in Fresno County.
 - b. Escrow Instructions. Upon execution of this Agreement, an original signed copy hereof shall be contemporaneously deposited with and counter-signed by Escrow Holder. This Agreement constitutes both an agreement of purchase and sale for the Subject Property between City and Fresno Housing Authority and joint escrow instructions to Escrow Holder relative to the purchase and sale of the Subject Property. If Escrow Holder requires separate or additional escrow instructions that it deems necessary for its protection, City and Fresno Housing Authority agree promptly upon request by Escrow Holder to execute and deliver to Escrow Holder such separate or additional escrow instructions (the Additional Instructions). In the event of any conflict or inconsistency between this Agreement and the Additional Instructions, this Agreement shall prevail and govern, and the Additional Instructions shall so provide. The Additional Instructions shall not modify or amend the provisions of this Agreement unless otherwise agreed to in writing by Owner and City. Escrow and title charges are allocated between Owner and City as follows:
 - c. Action of Escrow Holder. On the Closing Date, Escrow Holder shall take the following actions:
 - i. Pay from funds deposited by Fresno Housing Authority all claims, demands and liens necessary to place title to the Subject Property in the condition required by Section 9 below;
 - ii. Pay City's share of the closing costs, if any, from funds otherwise distributable to City;
 - iii. Pay Fresno Housing Authority's share of closing costs from funds deposited by Fresno Housing Authority;
 - iv. Prorate real and personal Subject Property taxes, assessments, and other items as set forth in Section 8 below;
 - v. Record the Grant Deed in the Official Records;

- vi. Deliver to Fresno Housing Authority a conformed copy of the recorded Grant Deed
- xix.
- xi. Issue City's Title Policy in accordance with the provisions of Section 9;
- xiii. Deliver to City and Fresno Housing Authority true and correct closing statements.
- d. Escrow and title charges are allocated between City and Fresno Housing Authority as follows:
 - i. The cost for a policy of title insurance shall be paid by the City.
 - ii. The escrow fees, recording fees (if any), and all closing costs shall be paid by Fresno Housing Authority.
 - iii. All other expenses incurred by City and Fresno Housing Authority with respect to the negotiation, documentation and closing of this transaction, including, without limitation, attorneys' fees, shall be borne and paid by the party incurring same.

8. Possession; Prorations.

- a. Possession. Sole and exclusive possession of the Subject Property shall be delivered to Fresno Housing Authority on the Closing Date free of any and all claims by City or any third persons under leases or otherwise.
- b. Prorations. Current real Property taxes and assessments shall be prorated between City and Fresno Housing Authority at Close of Escrow. The proration of taxes and assessments with respect to the Subject Property shall be based upon the latest available tax information such that City is responsible for all such taxes and assessments levied against the Subject Property to and including the day prior to the Close of Escrow, and Fresno Housing Authority is responsible for all taxes, special taxes and assessments levied against the Subject Property from and after the day prior to the Close of Escrow. If any errors or omissions are made regarding adjustments and prorations, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

- 9. Title. Upon Close of Escrow, Escrow Holder shall issue to Fresno Housing Authority a CLTA Owner's Policy of Title Insurance (the Title Policy) in the amount of the Purchase Price, together with such special endorsements thereto that Escrow Holder is willing to issue as may be reasonably requested by Fresno Housing Authority (the Endorsements). The Title Policy shall insure title to the Subject Property vested in Fresno Housing Authority in the amount of the Purchase Price, subject only to: (a) exceptions approved by Fresno Housing

Authority or otherwise described as Permitted Exceptions in this Agreement; (b) non-delinquent real Property taxes and assessments; (c) the standard printed exceptions to and exclusions from coverage contained in the form of the Title Policy; and, (d) matters created with the consent of Fresno Housing Authority.

10. City's Representations, Warranties and Covenants. City represents, warrants and covenants (where applicable) to Fresno Housing Authority that, as of the date of this Agreement and at the Close of Escrow (and all of which shall survive the Close of Escrow):

- a. Legal Power. City has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.
- b. Validity. This Agreement and all documents required hereby to be executed by City are valid, legally binding obligations of and enforceable against City.
- c. Hazardous Materials. Except as disclosed below, City has not, and to the best of City's actual knowledge no third party has, used, generated, transported, discharged, released, manufactured, stored, or disposed any Hazardous Material from, into, at, on, under or about the Subject Property. Additionally: (a) the Subject Property is not in violation, nor has been or is currently under investigation for violation of any Environmental Law; (b) there has been no migration of any Hazardous Material from, into, at, on, under or about the Subject Property; and (c) there is not now, nor has there ever been on or in the Subject Property underground storage tanks or surface or below-grade impoundments used to store, treat or handle Hazardous Materials or debris or refuse buried in, on or under the Subject Property.

The term "Hazardous Material" as used herein shall mean any hazardous or toxic substances, materials, chemicals, or wastes in any form and in any concentration that is or becomes, prior to the Close of Escrow, regulated by the United States or any state or local government authority having jurisdiction over the Subject Property (including any present order or agreement imposing liability or standards concerning any such substances, materials, chemicals, or wastes and any future such order or agreement that becomes effective prior to the Close of Escrow), and includes without limitation: any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); any "hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); petroleum products; volatile organic compounds; radioactive materials; asbestos and lead paint, in any form or condition; and substances or compounds containing PCBs. The term "Environmental Law" as used herein shall mean any federal, state, or local law, ordinance or regulation, or any order, demand, or guidance document of any governmental agency, relating to Hazardous Materials.

- d. Exclusion of Other Warranties. Except as expressly set forth in this Agreement, City makes no other representations or warranties of any kind to Fresno Housing Authority. As to any matter above that is based on the "best of City's actual knowledge," City has not conducted any investigation or due diligence with respect to such matter.
11. Fresno Housing Authority's Representations and Warranties. Fresno Housing Authority represents and warrants to City, that as of the date hereof:
- a. Power. Fresno Housing Authority has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated thereby.
 - b. Validity. This Agreement and all documents required hereby to be executed by Fresno Housing Authority are valid, legally binding obligations of and enforceable against Fresno Housing Authority.
 - c. Exclusion of Other Warranties. Except as expressly set forth in this Agreement, Fresno Housing Authority makes no other representations or warranties of any kind to City.
12. Miscellaneous Provisions:
- a. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
 - b. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be Fresno, California.
 - c. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
 - d. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.
 - e. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

- f. Attorney's 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 in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- g. 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 shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.
- h. 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.
- i. Exhibits and Attachments. Each Exhibit and Attachment referenced herein is by such reference incorporated into and made a part of this Agreement for all purposes.
- j. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and Fresno Housing Authority.
- k. Form of Notices; Addresses. All notices and other communications (the Notices) required or permitted to be given by any party to another party pursuant to this Agreement shall be properly given only if the Notice is: (a) made in writing (whether or not so stated elsewhere in this Agreement); (b) given by one of the methods prescribed in Section 12-I; and (c) sent to the party (to which it is addressed at the address set forth below (with a copy to the appropriate entity as indicated below) or at such other address as such Party (or the addressee required to be sent a copy) may hereafter specify by at least five calendar days' prior written notice:

If to City: City of Fresno
 City Hall
 2600 Fresno Street
 Fresno, CA 93721-3600
 Attention: City Manager

And to: City Attorney
 City of Fresno
 City Hall
 2600 Fresno Street
 Fresno, CA 93721-3600
 Attention: City Attorney

If to FHA: Fresno Housing Authority
 1331 Fulton Mall
 Fresno, CA 93721
 Attention: Executive Director

- I. Methods of Delivery. Notices may be either: (a) delivered by hand; delivered by a nationally recognized overnight courier that maintains evidence of receipt; or sent by facsimile transmission with a confirmation copy delivered the following day by a nationally recognized overnight courier which maintains evidence of receipt. Notices shall be effective on the date of receipt.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the Effective date of this Agreement as defined above.

CITY OF FRESNO,
A California municipal corporation

Housing Authority of the City of Fresno, a
California public body corporate and politic

By: _____
Thomas Esqueda,
City Manager

By: _____
Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: _____
(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 Date

Attachments:
Exhibit "A" – Legal Description of Subject Property

Exhibit "A"
Depiction of the Subject Property

2962669v1 / 18621.0011

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

RESOLUTION AUTHORIZING APPROVAL TO ENTER INTO AN ASSIGNMENT AND DELEGATION OF THE PURCHASE AND SALE AGREEMENT WITH SINGH DALJIT & SURINDER KAUR FOR REAL PROPERTY LOCATED AT 959 N. PARKWAY DRIVE, FRESNO, CA 93728 (APN: 449 324 11) TO THE CITY OF FRESNO & AGREEMENT FOR OPTION TO PURCHASE WITH THE CITY OF FRESNO

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

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

WHEREAS, the Agency has entered into a Purchase and Sale Agreement (PSA) with Singh Daljit & Surinder Kaur (“the Seller”) on February 27, 2021 to acquire real property located at 959 N Parkway Drive, Fresno, California (APN: 449 324 11), known as Parkway Inn, (“the Property”) in the City of Fresno; and

WHEREAS, the Purchase and Sale Agreement for the Property has a purchase price of \$3,234,000 for real property consisting of 66 motel rooms and common area facilities on approximately 1.44 acres; and

WHEREAS, the Agency desires to enter into an Assignment and Delegation of the Purchase and Sale Agreement (“Assignment”) with the City of Fresno to facilitate the acquisition of subject Property by the City of Fresno; and

WHEREAS, as part of the Assignment Agreement with the City of Fresno, FH will be reimbursed for the initial \$20,000 earnest deposit and other due diligence expenses incurred; and

WHEREAS, the City of Fresno intends to operate the Property as interim housing for the homeless and convert to permanent housing thereafter in partnership with the Agency, and

WHEREAS, the City of Fresno has granted the Agency an Option to Purchase the Property, per the Agreement of Option to Purchase, during the Option Window of years 3-15 of the acquisition date for the amount of \$1,500 for purposes of converting the Property to quality multifamily housing; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California do hereby approve and authorize entering into the Assignment and Delegation of the Purchase and Sale Agreement with Singh Daljit & Surinder Kaur for real property (APN: 449 324 11) to the City of Fresno & the Agreement for Option to Purchase with the City of Fresno and further authorize Tyrone Roderick William, Chief Executive Officer, and/or his designee to negotiate and execute all related documents.

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER 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:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

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

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

www.fresnohousing.org

CHIEF EXECUTIVE OFFICER'S REPORT

TO: Boards of Commissioners
Fresno Housing
DATE: December 9, 2021
BOARD MEETING: December 14, 2021
FROM: Tyrone Roderick Williams
Chief Executive Officer
AGENDA ITEM: 11b
AUTHOR: Staff
SUBJECT: December 2021 Chief Executive Officer's Report

Executive Summary

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

PLACE

Overview

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

Development Project Overview

Name of Property	Status/Type	Address	Total Units	Percent Complete

Linnaea Villas	Under Construction	2530 Sierra Street Kingsburg, CA	47	98%
The Villages at Broadway	Under Construction	1828 Broadway Street Fresno, CA	26	99%
The Monarch @ Chinatown	Under Construction	1101 F Street Fresno, CA	57	51%
Alegre Commons	Under Construction	130 W Barstow Avenue Fresno, CA	42	76%
Esperanza Commons (<i>fka</i> <i>Mendota Farm Labor</i>)	Pre-Development 1 st Round 2021 TCAC Awarded December 2021 Closing	241 Tuft Street Mendota, CA	60	N/A
Corazón del Valle Commons (<i>fka Huron</i> <i>RAD</i>)	Pre-Development MHP Awarded 2 nd Round 2021 TCAC Awarded April 2022 Closing	Fresno and 12 th Street Huron, CA	61	N/A
The Arthur @ Blackstone (<i>fka</i> <i>Blackstone/Simpson</i>)	Pre-Development NPLH, IIG, HOME Awarded 2 nd Round 2021 TCAC Awarded May 2022 Closing	3039 N Blackstone Avenue Fresno, CA	41	N/A
La Joya Commons (<i>fka Firebaugh Family</i>)	Pre-Development 2021 Joe Serna, Jr. Awarded Pending MHP Application	1501 Clyde Fannon Road Firebaugh, CA	68	N/A
Avalon Commons Phase I (<i>fka</i> <i>Chestnut/Alluvial</i>)	Pre-Development Pending MHP Application HOME Funds Awarded	7521 N. Chestnut Ave. Fresno, CA	60	N/A
Citrus Gardens	Pre-Development 2021 Joe Serna, Jr. Awarded	201 Citrus & 451 10 th St. Orange Cove, CA	30	N/A
Step Up on 99 (<i>fka</i> Motel 99)	Pre-Development Homekey Awarded Pending MHP Application	1240 & 1280 Crystal Ave Fresno, CA	63	N/A
Sun Lodge (<i>fka</i> Day's Inn)	Pre-Development Homekey Awarded Pending MHP Application	1101 N. Parkway Drive Fresno, CA	64	N/A
California Avenue Neighborhood	Pre-Development Planning CNI Awarded	Southwest Fresno - TBD	TBD	N/A
Florence & Plumas	Pre-development PLHA Awarded	Southwest Fresno-TBD	33	N/A

	HOME Funds Awarded			
Plaza Motel	Predevelopment Planning Tentative Funding from City of Fresno	1940 Broadway Street Fresno, CA 93721	32	N/A

Project Highlights

The Villages at Paragon is 100% leased as of December 1, 2021. The Villages at Broadway is anticipated to finish construction and begin lease-up by the end of December 2021. Esperanza Commons is anticipated to achieve financial closing and issue a Notice to Proceed to begin construction by December 27, 2021.

Executive Summary

FRESNO HOUSING PORTFOLIO - MANAGED ASSETS, 11/01/2021 – 11/30/2021			
	Total No. of Units	Total Vacant	Current Occupancy
CITY OF FRESNO			
City of Fresno	1108	21	97.92 %
COUNTY OF FRESNO			
County of Fresno	1262	40	96.67%%
COUNTY OF FRESNO - SEASONAL			
Seasonal Properties	193	146	24.35%

Property Management

On Saturday December 4, 2021, several of our Maintenance Technicians volunteered to setup for the 20th Annual Santa's Village. This event has become a tradition for many of our families in SW Fresno and provided families with unforgettable memories that they may not otherwise have experienced.



On Wednesday December 1, 2021, HMD opened their offices to all our residents and to the public. Staff has made sure PPE is available to everyone coming in to the offices and clear desk partitions were installed in the offices, community rooms and computer labs prior to opening. Signs were also posted in each office to ensure everyone maintains a safe distance.

Villages at Paragon is 100% occupied as of December 1, 2021. Staff worked diligently to ensure all 28 residents had a warm place to live before the holidays. All units were fully furnished and stocked with the essentials to welcome residents into their new home.

Parlier Migrant Center is vacant for the season and rehab work is about to begin. Staff will work with vendors and the Office of Migrant Services to ensure units are ready when the families return in April 2022.

We are ready to relocate families from Esperanza Commons, formerly Mendota Farm Labor, in Mendota for program conversion and rehab work. The project will be completed in two phases beginning in January 2022. We will begin moving families right after the holidays.

Staff is working with outside partners to assist families in applying for Emergency Rental Assistance Payments. As of December 9, 2021, our families had received a total of \$334,778 in assistance for past due rent due to the Housing Authority and LP's.

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.

Our efforts here are ongoing. We will report the outcomes as they 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.

Our efforts here are ongoing. We will report the outcomes as they are achieved.

PARTNERSHIP

Overview

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

Our efforts here are ongoing. We will report the outcomes as they are achieved.

MANAGEMENT GOALS

The goals of management include our efforts to stabilize, focus, and extend activities to meet the mandate of our mission through good decision making related to Sustainability (staffing, finances, effectiveness, evaluation,

technology, facilities); Structure (governance); and Strategic Outreach (communications, image, visibility, public affairs, policy).

Sustainability

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

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
Plaza Motel	City of Fresno Fresno City College	Potential partnership to acquire, repair the property to provide transitional housing options for transitional aged youth attending Fresno City College

Accounting and Finance

Finance staff continue to gather the input of the Boards of Commissioners and to work closely with budget managers to refine the Agency budget. Finance will be asking the Boards to adopt the 2022 budget at the December Board meeting.

In preparation for the Agency's upcoming 2021 audit, staff are testing and refining workflows to ensure compliance and strong internal controls are in place.

Information Technology and Information Systems

The Innovation and Technology department continues to fortify our systems to ensure safety and security. Most recently, the department implemented additional e-mail and security features that will help mitigate the source of over 90% of cyber-attacks, e-mail. By implementing multiple layers of security, the responsibility of spotting a cyber-attack is no longer solely in the hands of the end user.

Fresno Housing understands that the Digital Divide is very real and there are many families throughout Fresno County who do not have access to affordable high-speed broadband. The Innovation and Technology department partnered with the Property Management and Real Estate Development teams to finalize the installation of Community Wi-Fi at The Villages at Paragon. With the 27 units at The Villages at Paragon, Fresno Housing now supplies Internet for over 1,800 families throughout Fresno County.

Human Resources

The Agency's Annual Benefits Open Enrollment period for 2022 was successfully completed. Thanks to Summer Nunes, Senior Human Resources Manager; Susana Gonzalez, Human Resources Analyst; and Amber Lujano, Human Resources Coordinator, for their efforts in making this a smooth process for all Agency employees.

Summer Nunes, Senior Human Resources Manager, attended the annual CalPELRA (California Public Employers & Labor Relations Association) conference in Monterey, CA. Value-added topics this year included new trends in Labor and Employment Law, Americans with Disabilities Act/Fair Employment and Housing Act (ADA/FEHA) Disability Compliance, and Public Employment Relations Board (PERB) regulation.

In addition, the Human Resources department is currently conducting 15 recruitments for the job titles noted below across the Accounting/Finance, Administrative Services, Housing Choice, Property Management, and Real Estate Development departments. Over the last month, 54 interviews have been conducted.

<u>Working Title</u>	<u>Internal/External?</u>	<u>Vacancies</u>	<u>Department</u>
Administrative Services Coordinator	Both	1	Administrative Services
Asset Manager	Both	1	Real Estate Development
Compliance Coordinator	Both	1	Property Management
Construction Manager/Owner's Representative	Both	1	Real Estate Development
Finance Manager	Both	1	Accounting/Finance
Fiscal Services Coordinator	Both	1	Accounting/Finance
Housing Choice Financial Analyst	Both	1	Housing Choice
Housing Specialist	Both	2	Housing Choice
Maintenance Technician - Broadway/Paragon	Both	1	Property Management
Maintenance Technician - Cedar Courts	Both	1	Property Management
Maintenance Technician - Fairview	Both	1	Property Management

Procurement Analyst	Both	1	Administrative Services
Program Integrity Specialist	Both	1	Housing Choice
Property Specialist II (Broadway)	Both	1	Property Management
Property Specialist II (Paragon)	Both	1	Property Management

The Human Resources department is proud to announce the following **new hires**:

Type	Date of Hire	Name	Title	Department	Location
New	12/07/2021	Romana Campos	Area Manager	Property Management	Central Office

The Human Resources department is excited to share the following **promotions** and **acting assignments**:

Type	Effective Date	Name	Previous Title	Previous Department	Previous Location	New Title	New Department	New Location
Promo	10/25/21	Yolanda Keiser	Assistant Manager – Housing Choice	Housing Choice	Central Office	Housing Program Manager I	No Change	No Change
Promo	10/25/21	Brittany Alvara	Assistant Manager – Housing Choice	Housing Choice	Central Office	Housing Program Manager I	No Change	No Change
Promo	10/25/21	Jomar Rushdan	Assistant Manager – Housing Choice	Housing Choice	Central Office	Housing Program Manager I	No Change	No Change
Promo	11/22/21	Jonathan Garcia	Property Specialist II	Property Management	Cedar Courts	Community Coordinator	No Change	No Change
Promo	12/06/21	Melissa Wagner	Quality Assurance Coordinator	Housing Choice	Central Office	Supervisor – Intake, Leasing & Case Management	No Change	No Change

Diversity, Equity and Inclusion (DEI)

On a more somber note, December kicks off with an international event, “World AIDS Day”, on December 1st. This vital event prompts us to reflect on the many lives lost due to this virus and inspires hope for a future cure.

For the months of November through January the Agency acknowledges the various holidays being celebrated across multiple cultures.

Hanukkah (or Chanukah) is a religious holiday commemorating the rededication of the Second Temple in Jerusalem during the Maccabean Revolt against the Seleucid Empire in the 2nd century BCE. Hanukkah, which means "dedication" in Hebrew, begins on the 25th of Kislev on the Hebrew calendar and usually falls in November or December. Often called the Festival of Lights, the holiday is celebrated with the lighting of the menorah, traditional foods, games, and gifts. Hanukkah is celebrated for eight days, which honors the miracle of the oil that lasted eight days in the Holy Temple. Each day, a candle is lit on a hanukkah – a nine-branched candelabra – starting with a single candle and adding one more every day. Blessings are given over the candle and festive songs commence.

Kwanzaa is an annual African-American and Pan-African holiday celebrated for 7 days from December 26th to January 1st. The word “Kwanzaa” comes from a phrase that means "first fruits." Families come together each night of this 7-day period to celebrate, with various activities and events culminating in a large traditional meal. The seven principles celebrated during this holiday (Unity, Self-Determination, Collective Work and Responsibility, Cooperative Economics, Purpose, Creativity, and Faith) promote African-American culture and build community among African-Americans.

Originating as a religious holiday, Christians observe Christmas as the anniversary of the birth of Jesus Christ, the son of God and a spiritual leader, whose teachings are the basis of the religion. Over time, the holiday has transformed into a global celebration that is now both religious and secular, with themes of joy, unity, and goodwill towards humankind.

While not technically a federally recognized holiday, New Year's Eve is one of the most universally celebrated traditions in the world. It is informally observed as a day to celebrate the end of one year and the beginning of the next. Many people chose to host parties with friends and family, while others might head out to their city center to watch a giant sparkling ball drop at midnight, signifying the new year.

In addition to the fantastic celebratory holidays, we honor December as the Universal Human Rights Month, in addition to December 3rd and International Day of Disabilities.

We are also excited about our upcoming workshop with our managers and supervisors on discussing and debriefing DEI-related conversations with team members. Finally, we're pleased to have Professor Rodney Murphy from Fresno City College host an agency-wide workshop on Equity-related topics.

Structure

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

Our efforts here are ongoing. We will report the outcomes as they are achieved.

Strategic Outreach

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

Our efforts here are ongoing. We will report the outcomes as they are achieved.



Development Update

December 14, 2021



FRESNO VIBRANT
COMMUNITIES
QUALITY HOUSING ENGAGED
HOUSING RESIDENTS



Tax Credit Awards and Closings

- Esperanza Commons
 - Financing scheduled to close by 12/27/2021
- Sun Lodge
 - Anticipated tax credit award
 - Closing to occur within 180-192 days from award



Motel Updates:

- Parkway Inn
 - Assignment of PSA & Purchase Option - City of Fresno
- Plaza Motel
 - Escrow Extension
- Travelodge



Upcoming Funding Opportunities

- CA Depart. of Housing and Community Development - HOME Funds NOFA
 - Citrus Gardens
 - La Joya Commons
 - Corazon del Valle Commons



Questions?



Consideration of 2022 Budgets

Boards of Commissioners Meeting

December 14, 2021



Overview

- 2022 Housing Assistance Payments (HAP) Budget
- 2022 Operating Budget
- 2022 Budget Highlights
- Unrestricted Reserves



2022 Housing Assistance Payments (HAP) Budget

Program	Total HAP Revenue	Total HAP Expenses	Total HAP Reserve Increase/(Usage)
HCV	94,769,846	89,830,439	4,939,407

- This HAP budget assumes 100% proration with modest inflation factor growth
- Total HAP reserves would be nearly \$5M at the end of 2022
- Staff is working on a plan to spend some of these reserves in 2022 to support HCV residents



2022 Operating Budget

	Core/Admin	Real Estate Development	Housing Choice Voucher	Resident Empowerment	Homeless Initiatives	Housing Management	Total 2022 Budget
NET TENANT INCOME	45,000	501,497	-	-	-	8,575,658	9,111,480
TOTAL INTEREST INCOME	24,000	505,008	-	-	-	1,200	530,208
TOTAL OTHER INCOME	253,996	649,992	-	755,844	68,065	233,404	1,961,301
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,553,822	-	-	-	-	-	8,553,822
TOTAL DEVELOPER FEE INCOME	-	3,651,672	-	-	-	-	3,651,672
TOTAL HUD GRANT INCOME	-	-	9,991,068	66,408	2,509,080	3,922,420	16,488,976
TOTAL OTHER GRANT INCOME	-	3,163,764	-	-	688,057	1,355,119	5,206,940
TOTAL INCOME	8,876,818	8,471,933	9,991,068	822,252	3,265,202	14,087,801	45,504,398
TOTAL PAYROLL EXPENSES	7,313,688	1,851,236	6,293,851	1,246,858	962,069	3,029,322	20,697,023
TOTAL ADMINISTRATIVE EXPENSES	2,720,118	3,603,294	4,764,448	209,720	421,646	2,259,799	13,979,025
TOTAL TENANT SERVICES EXPENSES	50,004	15,036	-	125,000	2,209,128	286,014	2,685,182
TOTAL UTILITY EXPENSES	213,348	622,388	-	-	-	2,247,373	3,083,108
TOTAL MAINTENANCE EXPENSES	405,972	227,760	81,972	3,996	4,692	2,823,862	3,548,253
TOTAL TAXES & INSURANCE EXPENSES	79,008	92,851	7,344	-	-	712,218	891,421
TOTAL EXPENSES	10,782,137	6,412,564	11,147,615	1,585,574	3,597,535	11,358,586	44,884,012
NET OPERATING INCOME	(1,905,320)	2,059,369	(1,156,547)	(763,322)	(332,333)	2,729,215	620,387
TOTAL NON-OPERATING EXPENSES	-	15,000	-	-	-	1,086,083	1,101,083
NET INCOME	(1,905,320)	2,044,369	(1,156,547)	(763,322)	(332,333)	1,643,132	(480,696)
UNRESTRICTED NET INCOME	(1,905,320)	1,634,051	-	(763,322)	(332,333)	960,223	(406,701)

Highlights: HAP & Operating Budgets

- Providing quality, affordable housing for over 45,000 individuals, including 20,000 children
- Homeless housing & supportive services, youth enrichment, adult services for over 4,500 families
- Implementation of FH's Diversity, Equity and Inclusion strategy
- Continued investments in SW Fresno/California Avenue Neighborhood planning
- Resident & community safety initiatives
- Developer Fees of \$3.6 million from eight developments
- 247 full-time employees

Unrestricted Reserves

Unrestricted Reserves	\$ Change	Balance
2013 Financial Results	1,570,359	1,570,359
2014 Financial Results	1,368,730	2,939,089
2015 Financial Results	153,228	3,092,317
2016 Financial Results	261,439	3,353,756
2017 Financial Results	920,239	4,273,995
2018 Financial Results	1,545,106	5,819,101
2019 Financial Results	197,958	6,017,059
2020 Financial Results	1,758,190	7,775,249
2021 <i>Projected Results</i>	(1,104,355)	6,670,894
2022 <i>Budget - Second Draft</i>	(406,701)	6,264,192
Total Unrestricted Reserves	6,264,192	

- Based on 2021 projections, FH would end 2021 with \$6.67M in unrestricted reserves
- Based on current draft of 2022 budget, FH would end 2022 with \$6.26M in unrestricted reserves





Questions or Comments?

FRESNO HOUSING



Hybrid Meeting COVID Protocol

December 15, 2021



Hybrid Meeting COVID Protocol Recommendations

- Allow Board, Staff and the public to attend in-person and virtually.
- Utilize the Parc Grove Community Room to conduct the meeting to allow for social distancing.
- Regardless of vaccination status, all individuals attending in-person are required to wear a mask.
- PPE including masks and sanitizer will be readily available for all in-person attendees.
- Those attending in-person will be asked to complete a questionnaire before entering the room, including temperature checks. Individuals with symptoms or those who may have recently come in contact with COVID will be asked to attend virtually.
- Surfaces will be disinfected before and after the meeting and in between speakers at the podium.
- Air purifiers will be placed in the room to purify the air that circulates throughout the meeting.

Resources

- Meeting Space = \$0
- Personal Protective Equipment & Cleaning Supplies = \$200
- Hybrid Meeting Facilitation = \$1,400
- Partitions = \$2,000
- Printed Materials = \$150

- Staff Resources
 - 1-2 employees from IT to manage technology
 - 2-3 employees from HR to manage COVID protocols and questionnaires