



Boards of Commissioners Meeting

September 27, 2022

AGENDA

Regular Joint Meeting of the Boards of Commissioners of Fresno Housing

5:00 PM • SEPTEMBER 27, 2022

Per the Boards of Commissioners' adoption of a resolution pursuant to AB 361, this Board Meeting will be held via video and audio conferencing, and in-person. The meeting can be accessed by members of the public as follows:

Meeting Location: 1260 Fulton Street (2nd Floor), Fresno, CA 93721

Via Zoom: <https://us06web.zoom.us/j/86995761295?pwd=MGNvNkFrOFhGOXJlUWkhDd1VPVnNwUT09>

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

Passcode: 570483.

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) 443-8493 or ExecutiveOffice@fresnohousing.org, TTY 800-735-2929.

PAGE #

1. Call to Order and Roll Call

2. Approval of agenda as posted

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

3. Public Comment and Presentations

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

4. Potential Conflicts of Interest

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

5. Governance Matters

- a. CEO's Report – Presented by Tyrone Roderick Williams
- b. Commissioners' Report

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6. Consent Agenda

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

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a. Governance: Consideration of the Minutes of June 28, 2022 and July 26, 2022 <i>Approval of the minutes of the Board Meetings.</i>	12
b. Consideration of Amendment to El Puente Agreement with Fresno County Department of Social Services <i>Approval of the Agreement Amendment to extend the term for up to 9 months.</i>	27
c. Consideration of Extension to Lease Agreement with the Veterans Administration for the use of the Parc Grove Commons Parking Lot <i>Approval of lease extension through August 2025.</i>	33
d. Consideration of Repair Services Agreement with the City of Fresno – Valley Inn Motel <i>Approval to execute Repair Services Agreement with the City of Fresno for Sage Commons (a.k.a. “Valley Inn”)</i>	39
e. Consideration for Approval to Apply for Environmental Protection Agency Technical Assistance Funding for Hyde Park Area Approval to apply for Technical Assistance Funds <i>Approval to pursue technical assistance funding from the U.S. Environmental Protection Agency Brownfield Funding for Hyde Site (formerly known as Hyde Park).</i>	66
f. Consideration for Approval to Execute Joe Serna Farmworker Grant Loan Authorization Resolution for Citrus Gardens <i>Approval to fund the rehabilitation of Citrus Gardens.</i>	72
g. Consideration for Approval to Enter Into a License Agreement for Mobile Showers with the City of Fresno for 1411 W. Thomas Avenue (Parkway Drive) <i>Approval of License Agreement with the City of Fresno to establish a mobile shower site in Fresno.</i>	79
h. Consideration for Approval to Enter Into a Purchase and Sale Agreement and Entity Formation with Silvercrest, Inc. for Parkside Inn (Golden State Triage) <i>Approval of the entity formation, property transfer and funding application submissions for the Parkside Inn (a.k.a. “Golden State Triage Center project”).</i>	89
i. Consideration for Approval to Enter into MOU’s with the County of Fresno for Service Provision at (3) of our NPLH Properties <i>Approval to enter into a memorandum of understanding with the County of Fresno for 3 NPLH properties.</i>	95
j. Consideration for Approval to Enter into MOU with Fresno County for Service Provisions at Parc Grove Commons <i>Approval to enter into a memorandum of understanding with Fresno County for Parc Grove Commons.</i>	145
k. Consideration for Approval to Execute a Loan Authorization for Joe Serna Funds for La Joya Commons <i>Approval to complete a loan authorization for Joe Serna Funds for La Joya Commons. .</i>	177
l. Consideration for Approval of the Revised Conflict of Interest Code <i>Approval of the revised Conflict of Interest Code.</i>	185
m. Consideration for Authorization to Allocate Funds to the Pre-development of Citrus Gardens <i>Authorization to allocate funds to the pre-development of Citrus Gardens.</i>	193
n. Consideration for Approval for Step Up on 99 GCCM Contract <i>Approval of the Step Up on 99 General Contractor/Construction Manager contract.</i>	199
o. Consideration for Approval for Valley Inn GCCM Contract <i>Approval of the Valley Inn General Contractor/Construction Manager contract.</i>	205
p. Consideration of Application to the U.S. Department of Housing and Urban Development for 2022 Continuum of Care Funding <i>Approval of an application to HUD for 2022 Continuum of Care funding.</i>	211

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q. Consideration for Approval to Accept PLHA Funds from the County of Fresno for Wedgewood Commons and Esperanza Commons <i>Approval to accept Permanent Local Housing Allocation funds from the County of Fresno for Wedgewood and Esperanza Commons.</i>	217
7. Staff Presentations and Discussion Items	
a. Announcement Regarding the Resident Safety Program <i>Agency strategy for addressing resident safety concerns.</i>	223
b. 2022 Mid-Year Financial Results and 2023 Agency Budget <i>An update for the Boards regarding the mid-year budget status.</i>	224
c. Update on Strategic Initiatives <i>An overview of the Agency's strategic initiatives and partnerships, including Diversity, Equity, and Inclusion.</i>	229
d. Real Estate Development Update <i>An overview of activities and deliverables to date.</i>	230
e. Update on Housing Relinquished Fund Corporation <i>An update for the Boards regarding the Housing Relinquished Fund Corporation status.</i>	231
8. Action	
a. Consideration of Transfer of Real Estate Proceeds to HRFC	232
b. Consideration of Request for Additional Funding for Monarch @ Chinatown	236
c. Consideration to Receive and File the 2021 Comprehensive Agency Audit for the Housing Authority of the City of Fresno	242
d. Consideration to Receive and File the 2021 Comprehensive Agency Audit for the Housing Authority of Fresno County	246
e. Update on and Consideration of Approval of 2023 Agency Plans <i>A presentation of the proposed 2023 Agency Plans including the changes resulting from Board and public feedback throughout the public comment period.</i>	248
9. Adjournment	

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EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Tyrone Roderick Williams

Chief Executive Officer

DATE: September 23, 2022

BOARD MEETING: September 27, 2022

AGENDA ITEM: 5a

AUTHOR: Various Staff

SUBJECT: September 2022 – Chief Executive Officer's Monthly Report

Executive Summary

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

PLACE

Overview

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

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

Development Project Overview

Please see the chart below for the list of detailed information:

Name of Property	Status/Type	Address	Total Units	Percent Complete
The Monarch @ Chinatown	Under Construction	1101 F Street Fresno, CA	57	82%
Alegre Commons	Under Construction	130 W Barstow Avenue Fresno, CA	42	99%
Esperanza Commons (<i>fka Mendota Farm Labor</i>)	Under Construction	241 Tuft Street Mendota, CA	60	23%
Corazón del Valle Commons (<i>fka Huron RAD</i>)	Under Construction Pending HCD HOME Application	Fresno and 12 th Street Huron, CA	61	26%
The Arthur @ Blackstone (<i>fka Blackstone/Simpson</i>)	Under Construction	3039 N Blackstone Avenue Fresno, CA	41	6%
Sun Lodge (<i>fka Day's Inn</i>)	Under Construction	1101 N. Parkway Drive Fresno, CA	64	5%
Citrus Gardens	Pre-Development 2021 Joe Serna, Jr. Awarded 1 st Round 2022 TCAC Award December 2022 Closing	201 Citrus & 451 10 th St. Orange Cove, CA	30	N/A
La Joya Commons (<i>fka Firebaugh Family</i>)	Pre-Development 2021 Joe Serna, Jr. Awarded Pending 2 nd Round TCAC Application; HCD HOME Application	1501 Clyde Fannon Road Firebaugh, CA	68	N/A
Avalon Commons Phase I (<i>fka Chestnut/Alluvial</i>)	Pre-Development Non-Competitive NPLH Awarded Pending City of Fresno Award Pending SuperNOFA MHP Application; 2 nd Round TCAC Application	7521 N. Chestnut Ave. Fresno, CA	60	N/A
Step Up on 99 (<i>fka Motel 99</i>)	Pre-Development Homekey Awarded Pending HCD HHC Application Pending City of Fresno Award Pending SuperNOFA MHP Application; 2 nd Round TCAC Application	1240 & 1280 Crystal Ave Fresno, CA	63	N/A

Name of Property	Status/Type	Address	Total Units	Percent Complete
Heritage Estates (<i>fka Florence & Plumas</i>)	Pre-development Pending City of Fresno PLHA Award; HOME Funds Award	Southwest Fresno-TBD	33	N/A
San Joaquin Commons-Phase I	Pre-Development	Corner of West Colorado Avenue & 5th Street, San Joaquin, CA 93660	51	N/A
California Avenue Neighborhood	Pre-Development Planning CNI Awarded	Southwest Fresno - TBD	TBD	N/A
Heritage Estates (<i>fka Florence & Plumas</i>)	Pre-development Pending City of Fresno PLHA Award; HOME Funds Award	Southwest Fresno-TBD	33	N/A

Project Highlights

None at this time.

Property Management

FRESNO HOUSING PORTFOLIO - MANAGED ASSETS, 8/1/2022 – 8/31/2022			
	Total No. of Units	Total Vacant	Current Occupancy
CITY OF FRESNO			
City of Fresno	1123	25	97.41%
COUNTY OF FRESNO			
County of Fresno	1179	32	96.94%
COUNTY OF FRESNO - SEASONAL			
Seasonal Properties	193	28	85.49%
Hold/In Construction	204	29	68.62%

Several properties throughout the City of Fresno kicked off their resident safety meetings. Residents were provided tips on how to improve resident safety in their communities. Residents enjoyed snacks and a presentation by our Fresno Housing Safety Officers, Officer Robles and Officer Esparaza. Additional meetings are scheduled in the month of September throughout the City and County sites.



The Property Management Team added 8 new Resident Contractors and are working hard to fill the remaining open spots.

The Maintenance Team along with the Office Staff are diligently preparing for upcoming REAC inspections.

PUBLIC

Overview

Fresno Housing seeks to build support for housing as a key component of vibrant, sustainable communities through public information, engagement, and advocacy that promotes affordable housing and supports the advancement of Fresno's low-income residents.

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

PARTNERSHIP

Overview

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

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

Project	Organization	Role
The Villages at Paragon	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
The Villages at Broadway	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations

Project	Organization	Role
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
Avalon Commons Phase I (<i>fka Chestnut/Alluvial</i>)	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
Project Homekey	City of Fresno Turning Point Fresno County	Partner in application to the Homekey program and operational funding to provide housing to populations most vulnerable to COVID-19

MANAGEMENT GOALS

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

Sustainability

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

Administrative Services and Procurement

Procurement Update:

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

“Three quote” projects include the following:

- **Headsets for IT Department** - obtaining 3 quotes
- **Pacific Gardens Asphalt R&R** – 3 quotes obtained Pending contract execution
- **Phone Services for Headsets (OSP)** – Small solicitation is currently in planning stages.

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

- **PBV Program (RFP)**: Solicitation is currently in planning stages and is set to post in October, 2022.
- **Step-up on 99 GCCM for Renovation, New Construction, & Site-Work (RFP)**: Solicitation was posted on July 13, 2022 closed on August 25, 2022. This allowed proposers the opportunity to

review and submit proposals within six weeks. The awarded contracts are scheduled for approval by Board of Commissioners at the September Board Meeting.

- **Wedgewood Commons Interior Rehab (IFB):** Awarded. Pending Contract Execution.
- **Wedgewood Commons Exterior Rehab (IFB):** Awarded. Pending Contract Execution.
- **Taylor Terrace Unit Rehab (IFB):** Solicitation is currently in planning stages and is set to post in October, 2022.
- **Environmental Engineer Pool (RFQ):** Solicitation is currently in planning stages and is set to post in October, 2022.
- **Sequoia Courts LBP Removal (IFB):** Solicitation is currently in planning stages and is set to post in September, 2022.
- **Sequoia Courts Asphalt (R&R):** Solicitation is currently in planning stages and is set to post in September, 2022.

Side Tasks:

- Updating procurement solicitations to reflect DEI efforts and goals
- Updating invoice and service contract management process
- Micro-purchase contracts.
- Managing complaints staff has with vendors.
- Updating contract renewal/procurement tracker spreadsheets

Human Resources

This month's employee Safety Topic is Electrical Safety with an emphasis on preventing electrical accidents or shocks. Some of the key points discussed include the ensuring any electrical equipment is connected to the power source safely and when there is a need for an extension cord that it is in good condition, not overloaded and it is safely laid out. In addition, the benefits and proper use of surge protectors was also discussed.

Our sixth module of the initial Supervisor Academy, "*The Hiring Process*" was presented this month. This workshop guided our supervisors through all of the steps of the hiring process with an emphasis on equal opportunity, inclusion, mitigation of bias, why a current job description is important and how we can collectively expedite the selection of the best candidate for the job.

Human Resources, in collaboration with the respective departments is conducting 9 recruitments for the job titles noted below across the Administrative Services, Housing Choice, and Property Management departments. More than 25 interviews will have been conducted by months end.

<u>Working Title</u>	<u>Internal/External?</u>	<u>Vacancies</u>	<u>Department</u>
Chief of Housing Choice Program and Initiatives	Both	1	Housing Choice
Communications Project Manager	Both	1	Administrative Services
Deputy Executive Director	Both	1	Administrative Services
Executive Office Administrative Coordinator	Both	1	Administrative Services
Maintenance Tech	Both	4	Property Management

<u>Working Title</u>	<u>Internal/External?</u>	<u>Vacancies</u>	<u>Department</u>
Senior Housing Quality Standard Inspector	Both	1	Housing Choice
Supervisor – Intake, Leasing & Case Management	Both	1	Housing Choice
Supervisor – Inspections	Both	1	Housing Choice
Property Specialist II	Both	1	Property Management

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

Date of Hire	Name	Title	Department
8/29/2022	Rashida Gay	Resident Intern	Resident Empowerment
8/29/2022	Vincent Pearson	Resident Intern	Resident Empowerment
8/29/2022	Sherelle Moore	Resident Intern	Technology
9/06/2022	Nathan Turner	Program Coordinator	Homeless Initiatives
9/12/2022	Vladymir Martinez	Maintenance Tech	Property Management
9/26/2022	Lucia Yanez	Administrative Assistant	Real Estate and Property Management
9/26/2022	Graciela Sierra	Property Specialist II	Property Management

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

Type	Date	Name	Previous Title	New Title	Department
Promo	9/10/2022	Denise Ybarra	Property Specialist I	Property Specialist II	Property Management
Promo	9/12/2022	Melissa Ortiz	Resident Services Coordinator	Senior Quality Assurance Analyst	Housing Choice Voucher

Structure

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

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

Strategic Outreach

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

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

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

Tuesday, June 28, 2022

5:00 P.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a special joint session on Tuesday, June 28, 2022, at 1260 Fulton Street, Fresno, CA. The public was able to join in-person and via teleconference.

1. The special joint meeting was called to order at 5:02 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
 Stacy Vaillancourt, Vice Chair
 Sabrina Kelley
 Caine Christensen
 Sharon Williams
 Ruby Yanez

ABSENT: None.

The regular joint meeting was called to order at 5:02 p.m. by Board Chair, Commissioner Catalano, of the Board of Commissioners of the Housing Authority of Fresno County. Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Cary Catalano, Chair
 Stacy Sablan
 Valori Gallaher
 Sophia Ramos
 Joey Fuentes

ABSENT: Nikki Henry, Vice Chair

Also, in attendance were the following: Tyrone Roderick Williams, CEO, and Jessica Johnson, Baker Manock and Jensen, Associate.

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

Chair Catalano proposed to amend the agenda by moving item 5, Governance Matters, to follow after item 8, Actions, thus making the agenda take the following revised order: item 5 - Consent Agenda, item 6 – Staff Presentations and Discussion Items, item 7 – Actions, item 8 – Governance Matters, and then item 9 – Adjournment.

There was no public comment.

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

MOTION PASSED: 5 – 0

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

MOTION PASSED: 4 – 0

3. PUBLIC COMMENT AND PRESENTATIONS

Public comment was given as follows:

Nataysia Ruiz, a resident at one of the Fresno Housing County properties, stated she is frustrated with the lack of response to her outreach to Fresno Housing regarding her situation. Ms. Ruiz explained that she has to live on a property where she is being harassed by another resident's significant other and that nothing has been done about the treatment or any action taken against the other resident. Ms. Ruiz explained that she believes there was a Commissioner from Fresno Housing who informed a representative from HUD that her situation was taken care of but that was not factual. Ms. Ruiz asked for someone to follow up with her to help her resolve her concerns.

Marcy Hermosillo, resident at Cedar Courts, expressed concerns about a resident at her property whose significant other walks around the property with weapons such as a machete and knife and actively threatens other residents. The Fresno police department have been called out in response to this person's threatening actions but as far as Ms. Hermosillo can tell there hasn't been anything done as this person continues to make threats against residents at the property, including to her own 17-year-old son. Ms. Hermosillo also mentioned she spoke with Jonathan Garcia, Community Coordinator at Cedar Courts, about her concerns and that he asked her to obtain a copy of the police report so that he could look into the matter. Ms. Hermosillo admitted she has not obtained the report yet but hopes a resolution to this matter can be found soon.

Commissioners Jones, Catalano and Kelley asked staff to follow up on the concerns expressed in this public comment period and to report back.

4. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest announced at this time.

5. CONSENT AGENDA

- a. Governance: Consideration of the Minutes of May 24, 2022
- b. Consideration of the Rehire and Reinstatement Policy
- c. Consideration of the Acceptance of Tax Credit Award – Citrus Gardens
- d. Consideration of Various Funding Applications – Step Up on 99
- e. Consideration of Architectural Services Contract – Citrus Gardens

Commissioner Yanez arrived at approximately 5:12 p.m. and Commissioner Vaillancourt arrived at approximately 5:18 p.m.

COUNTY MOTION: *Commissioner Sablan moved, seconded by Commissioner Ramos to approve the agenda as amended.*

MOTION PASSED: 5 – 0

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

MOTION PASSED: 6 – 0

6. STAFF PRESENTATIONS AND DISCUSSION ITEMS

- a. Update on Strategic Initiatives

Marc' Bady, Chief Inclusion and Empowerment Officer, and Mary Helen Caggianelli, Resident Services Manager, presented on this item.

Public comment was given as follows:

Timothy Lowe, Career Nexus Workforce Development Program Manager and previous resident Commissioner, made comments in support of the interns participating in the Career Nexus Workforce Development Program.

Eric Payne, Executive Director of the Central Valley Urban Institute, commended Fresno Housing on the Career Nexus Workforce Development program. Mr. Payne

stated that CVUI has some partnership opportunities coming up soon including advancing homeownership for communities of color and partnerships with the U.S. Treasury Department and FDIC. Mr. Payne explained that CVUI considers Fresno Housing as an anchor institution for homeownership opportunities here in the low income communities. Mr. Payne explained that CVUI has also partnered with St. Augustine's University in Raleigh, North Carolina and that meetings are being held with its executive cabinet and president regarding enrollment opportunities for lower income residents. In addition, Mr. Payne will be speaking with State Community College District to talk about transfer opportunities for the residents of these communities as well.

Commissioners thanked the members of the public who provided comments.

b. Real Estate Development Update

Christina Husbands, Director of Real Estate Development, presented on this item.

c. Overview of Financial Results for Mixed Finance Properties

Crystal Cox, Finance Manager, presented on this item.

A member of the public made a comment in the chat regarding a specific ethnic group.

Chair Catalano took a moment to address members of the public and make it clear that absolutely no hate speech against the diverse workforce of Fresno Housing or members of the community Fresno Housing serves will be accepted in the chat or at the podium ever. Chair Catalano further stated that the expectation is that any member of the public wishing to address the Boards of Commissioners or any Fresno Housing staff will do so in an appropriate and conscientious manner.

7. ACTIONS

a. Acceptance of the 2021 Year-End Financials for Fresno Housing Operations and Housing Assistance Payments (*Continued from May 24, 2022 Board Meeting*)

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

Public comment was given as follows:

Josh Martindale, a member of the public, stated he is a young member of the public who is also a member of the "55 Cryp" and that this board meeting was the worst public board meeting he has ever attended.

Chair Catalano stated that if there are no comments relative to this item then the Boards would be moving on.

Mr. Martindale confirmed he did not have any other comments.

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

MOTION PASSED: 5 – 0

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

MOTION PASSED: 6 – 0

- b. Consideration of Repair Services Agreement with the City of Fresno – Parkway Inn

Dave Brenner, Real Estate Development Manager, presented on this item.

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

MOTION PASSED: 5 – 0

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

MOTION PASSED: 6 – 0

8. GOVERNANCE MATTERS

- a. CEO's Report – Presented by Tyrone Roderick Williams

In addition to the written report:

- Policy updates: Fresno City Council voted to end the COVID-19 Pandemic Emergency Order. Fresno in March 2020 was one of the first states in America to place the Emergency Order. Eviction moratorium will continue and residents will continue to be served by the City's Eviction Protection and Emergency Rental Assistance Programs and are giving residents until February 2023 to pay back rents and cannot be evicted if they have been in communication with landlords.
- Fresno Housing staff met with Congresswoman Connie Conway, representing District 21, who is filling the space vacated by Devin Nunes.

- Last week Mr. Williams attended the CLPHA conference in Washington D.C. and met with the following representatives: Marcia El Fudge, HUD Secretary, and Congresswoman Maxine Waters.
- Grand opening on Friday, July 1st of the 1331 Fulton Street and 1260 Fulton Street offices.
- Kellogg Foundation representatives part of the DRIVE initiative and also investors in some Fresno Housing pre-developments will be meeting with Fresno Housing staff on Wednesday, June 29th.
- Several Fresno Housing Property Management staff completed California Certified Resident Management training.
- New hires: Serena Xiong, Resident Services Intern; Daniela Estrada, Property Specialist II; Jessica Diaz, Human Resources Analyst; Jose De La O, Maintenance Technician; Harkiran Kaur, Assistant Project Manager; Kerry Wiley, Procurement Analyst; Breanne Wyse, Inclusion Analyst; Victoria Meyers, Housing Specialist; Rebecca Verduzco, Housing Specialist; and Carlos Chavez, Accountant.
Promotions: Lela Schwartz, Assistant Project Manager, and Amber Lujano, transferred to the Executive Office as the Executive Office Coordinator.
- Farewell to Emily De La Guerra, Chief Business Officer, who will be leaving the Agency after 11 years of service. The Agency will be gaining the assistance of Innovative Housing Solutions in the interim.

Emily thanked the Boards and all Fresno Housing staff for the amazing experiences she had working for the Agency over her tenure.

Public comment was given as follows:

Eric Payne, Executive Director of the Central Valley Urban Institute, thanked Emily for her service to the Agency and to the Fresno community in addition to commending her for her professionalism and collegiality throughout all the work they've experienced together.

Commissioners thanked Emily for her service and dedication and wished her well in her next ventures.

b. Commissioners' report

Chair Catalano gave a report as follows:

Thanked Commissioners and staff who attended the groundbreaking at the Arthur @ Blackstone development and encouraged staff to attend more groundbreaking and ribbon cutting events. July and August meetings will be longer so be prepared to attend for longer sessions.

9. ADJOURNMENT

Joint Board Meeting

Action Minutes: 06.28.22 Minutes

Adopted:

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 6:47 p.m.

Tyrone Roderick 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, July 26, 2022

5:00 P.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a special joint session on Tuesday, July 26, 2022, at 1260 Fulton Street, Fresno, CA. The public was able to join in-person and via teleconference.

1. The special joint meeting was called to order at 5:02 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
 Sabrina Kelley
 Caine Christensen
 Sharon Williams

ABSENT: Stacy Vaillancourt, Vice Chair
 Ruby Yanez

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 Stacy Sablan
 Valori Gallaher
 Sophia Ramos
 Joey Fuentes

ABSENT: Nikki Henry, Vice Chair

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

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

There was no public comment.

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

MOTION PASSED: 4 – 0

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

MOTION PASSED: 5 – 0

3. PUBLIC COMMENT AND PRESENTATIONS

Dez Martinez with the organization, “We Are Not Invisible”, a homeless advocacy news column for Fresno, California provided some comments to the Boards. Ms. Martinez stated she has received a lot of concerns from the family shelters regarding closure and that they need to know more details about what the move process will entail. Ms. Martinez was asking the Boards if someone from Fresno Housing case management would be able to reach out to the families to communicate more information about this. Ms. Martinez also said she would like to know why there were several under-cover police vehicles in the area by Step Up 99 in the previous week. She explained the presence of the vehicles caused a feeling of discomfort and encouraged the people in the area to feel like there may be a safety concern. Ms. Martinez also asked about the status of the Heritage Estates and when Fresno Housing will be reaching out to people to let them know when the move-in process can begin. Also, Ms. Martinez asked about the Monarch property status; specifically, how soon that location may open up. Lastly, Ms. Martinez asked if all the units currently under development with Fresno Housing be affordable housing.

Brandi, a member of the public, provided comments. Brandi asked for Fresno Housing to offer public meeting opportunities for families in the shelters and residents at the properties to attend at their own locations as these families may not have a way of accessing or attending the regularly-scheduled meetings at the Fresno Housing offices.

Bob McCloskey, a member of the Fresno Homeless Union, provided comments. Mr. McCloskey stated he thinks Fresno Housing needs to provide more transitional services to the people who are staying at the motels. The concern he hears the most from this community is that there doesn’t seem to be enough staff providing these services. Many people continue to face challenges with obtaining the help they need with processes like obtaining replacement identification cards or submitting applications for disability assistance. Mr. McCloskey

explained that there is a severe lack of the necessary supportive services for the unhoused in Fresno and he believes there needs to be transitional and temporary housing opportunities for the unhoused until more permanent units can be provided.

Amanda, a resident at one of the shelters, provided comments. Amanda stated that there are not many services available to them when they are housed in the shelters. She referenced her own experience as an example. Amanda further explained that the services restrict the freedom of the children at the shelters—so much so that they cannot sit outside on the porch unless an adult is with them. Amanda explained this is a hardship for the shelter residents.

Rose DeLeon, a resident at the Ambassador Inn shelter, provided some comments. Ms. DeLeon expressed concerns for her fellow shelter families and the lack of services available to them. She stated that she heard from other people about money being offered to them to move out and explained that instead of financial assistance being offered, she believes housing should be the first option provided.

Commissioner Catalano addressed the speakers and explained that the properties some of the speakers are at are not Fresno Housing locations so the concerns provided to the Boards would be communicated to those entities who would be able to best address the issues presented. For the other concerns brought up related to Fresno Housing developments and activity at Agency properties, Commissioner Catalano explained the Agency would follow up with the speakers in regards to those concerns.

Lisa Flores, a resident of the Fresno Tower district, provided comments. Ms. Flores stated a couple months ago she had reached out to the Executive Office regarding a request for the policies and procedures the Agency follows. Ms. Flores explained her phone calls were not returned, copies of our policies and procedures are not attainable, and she believes the Agency is instilling fear and anxiety among the unhoused population with the way it continues to operate.

Commissioners Jones, Catalano and Kelley asked staff to follow up on the concerns expressed in this public comment period and to report back.

4. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest announced at this time.

5. GOVERNANCE MATTERS

a. CEO's Report – Presented by Tyrone Roderick Williams

In addition to the written report:

- Central Office lobby is scheduled to reopen to the public in the month of August.
- Central Office elevator is scheduled to be inspected on August 12th. Planned to be in operation for Fresno Housing staff shortly after.
- The 2022 NAHRO Annual Conference is scheduled for September 21st – 24th. In addition, at this conference there are some additional courses Commissioners may be interested in.
- Shout-out to the Agency's Resident Empowerment team. Staff came up with a text messaging system that will allow the Agency to reach residents across all 17 municipalities. This is one of the Agency's goals and the pilot program is currently being tested. Fresno Housing looks forward to making this one of our communication components with residents for future activities and events.
- Mr. Williams visited residents at Blossom Trail in Sanger, CA for an event in partnership with PBS Kids related to their STEM-related program.
- Staff promotions include Carol Loewen who promoted from Supervisor of Inspections to Assistant Manager – Housing Choice. Staff transfers include Yia Yang who transferred from Property Specialist to Compliance and Relocation Coordinator.
- Staff retirements include Helen Cooley who is retiring after 40 years of service and Denise Sykes who is retiring after more than 35 years of service.
- Introduction of Steve Nolan, Financial Consultant from Innovative Housing Solutions (IHS), who will be providing essential Accounting and Finance assistance in the absence of Emily De La Guerra, Chief Business Officer, who resigned from the Agency. In addition to the necessary assistance IHS will be providing, IHS will also be identifying areas in Accounting and Finance that could use process improvement.
- The Agency has contracted with Human Capital Initiatives (HCi) to provide an organizational and operational review of Agency departments and making recommendations that include department best practices, procedures, and compliance processes.
- During the HCi review, the Agency is taking the opportunity to restructure some departments in the Agency. This restructure includes adding a Director of Finance and Accounting, a Chief of Housing Programs and Initiatives, and a Deputy Executive Director. The Agency will return in August with more information about this restructure.

Public comment was given as follows:

Eric Payne, Executive Director of the Central Valley Urban Institute, provided congratulatory comments regarding the retirees announced by Mr. Williams and expressed appreciation for their service.

b. Commissioners' report

Chair Jones gave a report as follows:

*Joint Board Meeting
Action Minutes: 07.26.22 Minutes
Adopted:*

Reminder about August being Advocacy month and that Commissioners should watch for the election information to come through via email.

Chair Catalano gave a report as follows:

Reminder about the Corazon del Valle Groundbreaking Ceremony in Huron, California.

Commissioner Kelley gave a report as follows:

Commissioner Kelley reported that she has been taking classes with the HUD exchange and recommended Commissioners to take a look at some of the courses.

6. CONSENT AGENDA

- a. Governance: Consideration of the Minutes of May 31, 2022
- b. Consideration of Contract Renewal – AT&T
- c. Consideration of Award for General Contractor/Construction Management Services Agreement

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Gallaher to approve the resolution.*

MOTION PASSED: 5 – 0

CITY MOTION: *Commissioner Christensen moved, seconded by Commissioner Williams to approve the resolution.*

MOTION PASSED: 4 – 0

7. STAFF PRESENTATIONS AND DISCUSSION ITEMS

- a. Update on 2023 Agency Plans

Aurora Ibarra, Assistant Director of Housing Choice, and Blanca Navarro, Quality Assurance Analyst – HMD, presented on this item.

Lisa Flores, a resident of the Fresno Tower district, provided comments. Ms. Flores wanted to know how many people have housing choice vouchers they cannot use because the amount offered to them is inadequate due to the current housing market in Fresno. Also, why the change from 10 business days to 10 calendar days because I think that shorts the clients by 2 days, correct?

Ms. Ibarra stated she would have to get the data on voucher utilization and report back. Ms. Ibarra also explained the change from business days to calendar days was proposed to enable case managers to process changes related to program participant cases faster.

Chair Jones asked staff to take a look at that change again and to report back.

Commissioner Williams asked staff to ensure HCV applicants have clear instruction on the Fresno Housing website on how to change their email addresses and how to obtain customer service assistance if they have any questions.

b. Update on Strategic Initiatives

Marc' Bady, Chief Inclusion and Empowerment Officer, and Mary Helen Caggianelli, Resident Services Manager, presented on this item.

c. Resident Safety Survey and Analysis Presentation

Marc' Bady, Chief Inclusion and Empowerment Officer; Mary Helen Caggianelli, Resident Services Manager; and Ken Cobarrubias, District Manager, presented on this item. Dr. Pacheco-Werner and Dr. Amber Crowell from CVHPI also presented on this item.

Commissioners Kelley, Ramos and Williams asked questions of the CVHPI staff regarding effectiveness of police presence at the properties and also regarding the residents' responses regarding the police presence.

Deputy Chief Burke Farrah from the Fresno Police Department was also present for the meeting. Deputy Chief Farrah responded to Commissioner questions related to the Fresno police department's activities specific to Fresno Housing properties.

Chair Jones requested staff meet with Commissioners regarding any other questions and feedback related to the survey results prior to the September board meeting.

Public comment was given as follows:

Brandi, a member of the public, thanked the CVHPI staff for addressing community- and resident-oriented safety initiatives and preventative action programs with the residents in the survey research. Brandi explained she hopes there will be a lot more community-based engagement with these safety initiatives and preventative action programs.

d. Real Estate Development Update

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

Public comment was given as follows:

Eric Payne, Executive Director of the Central Valley Urban Institute, asked if there was any intention to engage with the student community first before moving forward with any actions.

Commissioner Catalano explained that the questions Mr. Payne has for the Boards could be directed to the State Center Community College.

8. CLOSED SESSION

The Boards of Commissioners moved into closed session at 8:23 p.m.

9. REPORT ON CLOSED SESSION ITEMS

The Boards of Commissioners returned from closed session at 9:01 p.m. There was no activity to report.

10. ACTION

- a. Consideration of Submission of Proposal to State Center Community College District for Student Housing and Entering into an MOU with DADA Enterprises, LLC

This item was tabled and no action was taken.

- b. Consideration of Resolutions to Assign Designees and Authorize Officers/Employees to Conduct Business on Behalf of Fresno Housing

Tyrone Roderick Williams, Chief Executive Officer, presented on this item.

There was no public comment.

COUNTY MOTION: *Commissioner Gallaher moved, seconded by Commissioner Fuentes to approve the resolution.*

MOTION PASSED: 5 – 0

CITY MOTION: *Commissioner Kelley moved, seconded by Commissioner Williams to approve the resolution.*

MOTION PASSED: 4 – 0

11. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 9:05 p.m.

Tyrone Roderick Williams, Secretary to the Boards of Commissioners

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Michael Duarte
FROM:	Tyrone Roderick Williams, CEO		Chief Real Estate Officer
MEETING DATE:	09/27/2022	DEPARTMENT:	Property Management
AGENDA ITEM:	6b	MEMO DATE:	09/14/2022
SUBJECT:	County of Fresno – Department of Social Services Amendment of Agreement for Emergency Housing under the El Puente Program		

Executive Summary

At the August 22, 2017 Fresno Housing (FH) Board meeting, the Board approved an extension to the Emergency Housing Agreement with the County of Fresno - Department of Social Services (DSS). The agreement provides funding for the operation of emergency housing at the El Puente housing complex. El Puente (aka Sierra Terrace Upper) consist of 46 units located at 937 Klette Avenue in Fresno, CA and is utilized by DSS on a referral basis to temporarily house families who are homeless or require stable housing to reunify with their children. FH provides housing and property management services and the Department of Social Services provides case management and services.

In this current agreement, staff negotiated an increase to the annual budget amount(s) to address rising costs and increase the level of operational staffing provided by FH. The initial term of the Agreement was for three-years with two (2) additional one-year extensions for a total term of up to five years and became effective as of October 1, 2017. The total contract budget amount for the five (5) year term is \$3,304,025.00.

FH has a long standing partnership with DSS supporting the goal of family reunification. We have maintained a positive partnership for well over 30 years. FH and DSS have discussed the desire to extend the contract effective as of October 1, 2017 for an additional nine (9) months and expand the management services provided by FH to better address the needs of the families served. The extension is intended to allow DSS time to reevaluate the program and make adjustments to better serve its clients. Once the desired operating plan is complete, it is intended that FH and DSS will enter into a new Agreement.

As part of the next steps in the program, it is necessary to amend the Agreement with DSS, approved on August 22, 2017, to: i) extend the Emergency Housing Agreement for an additional nine (9) months ii) increase the management services provided by FH iii) increase the total contract budget amount for the remaining term of the agreement to \$3,913,164. If the amendment is approved by the FH Board and County Board of Supervisors, the transition would commence on or about October 01, 2022. Further, an agreement would also need to be approved and secured with Silvercrest, Inc. to utilize their property for an additional nine (9) months accordingly.

FRESNO HOUSING

Silvercrest Inc. is the owner of the Sierra Terrace Upper property where the El Puente program is operated by FH and DSS is leased at a nominal amount.

Recommendation

It is recommended that the Boards of Commissioners of Fresno Housing adopt the attached resolution approving the Amendment to the existing Agreement with the County of Fresno – Department of Social Services for the purpose of extending the emergency housing program contract and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute the Agreement Amendment with DSS; and further authorize entering into an agreement with Silvercrest for the use of Sierra Terrace Upper.

Fiscal Impact

Approval of this agreement will secure additional funding for remainder of the contract term of up to 5 years nine (9) months to continue to operate the emergency housing in partnership with DSS. The funding amount approved in the Agreement will cover all expected FH direct operating costs, allow for FH to increase the management services provided. The total proposed contract amount is for the 5 year term is \$3,913,164.

Fiscal year 2017/2018 - \$498,501

Fiscal year 2018/2019 - \$672,162

Fiscal year 2019/2020 - \$691,257

Fiscal year 2020/2021 - \$710,924

Fiscal year 2021/2022 - \$731,181

Fiscal year 2022/2023 - \$609,139 (9 months)

Background Information

Since 1984, Fresno Housing in collaboration with the County of Fresno - DSS has operated a 32 unit complex which transitioned in 2018 into a 46 unit complex (Sierra Terrace Upper) for the purpose of providing an emergency housing program. The operating funds for the family unification program are provided through a contract with the County of Fresno - DSS. Clients are eligible participants with DSS and referred to the facility through their program. The Agreement allows us to continue to provide temporary housing to families with children in the reunification process. The average length of stay is approximately 90 days.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

**RESOLUTION APPROVING THE AMENDMENT TO THE AGREEMENT WITH THE
COUNTY OF FRESNO - DEPARTMENT OF SOCIAL SERVICES FOR EL PUENTE
EMERGENCY HOUSING PROGRAM**

WHEREAS, the County of Fresno - Department of Social Services (DSS) has partnered with the Housing Authority of the City of Fresno, California (the "Authority") to operate the emergency housing program at the El Puente housing complex since 1984; and

WHEREAS, DSS and the Authority desire to continue the partnership and extend the El Puente Emergency Housing program for an additional nine (9) months; and

WHEREAS, the Authority approves the amendment of the current Agreement with DSS which became effective on October 1, 2017 to continue the partnership with DSS with an initial three-year term, with an option for two additional one-year extensions; and

WHEREAS, the total amended contract amount is approx. \$3,913,164 for the remainder of the five (5) year nine (9) month term; and

WHEREAS, the Authority desires to enter into an agreement with Silvercrest, Inc., for use of the property in accordance with the Agreement with DSS to operate the El Puente program at Sierra Terrace Upper; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Housing Authority of the City of Fresno, CA hereby approves amending the Agreement with the County of Fresno - Department of Social Services and authorizes Tyrone Roderick Williams, Chief Executive Officer, and Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute said Agreement.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. 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 to the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION APPROVING THE AMENDMENT TO THE AGREEMENT WITH THE
COUNTY OF FRESNO - DEPARTMENT OF SOCIAL SERVICES FOR EL PUENTE
EMERGENCY HOUSING PROGRAM**

WHEREAS, the County of Fresno - Department of Social Services (DSS) has partnered with the Housing Authority of Fresno County (the "Authority") to operate the emergency housing program at the El Puente housing complex since 1984; and

WHEREAS, DSS and the Authority desire to continue the partnership and extend the El Puente Emergency Housing program for an additional nine (9) months; and

WHEREAS, the Authority approves the amendment of the current Agreement with DSS which became effective on October 1, 2017 to continue the partnership with DSS with an initial three-year term, with an option for two additional one-year extensions; and

WHEREAS, the total amended contract amount is approx. \$3,913,164 for the remainder of the five (5) year nine (9) month term; and

WHEREAS, the Authority desires to enter into an agreement with Silvercrest, Inc., for use of the property in accordance with the Agreement with DSS to operate the El Puente program at Sierra Terrace Upper; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Housing Authority of Fresno County hereby approves amending the Agreement with the County of Fresno - Department of Social Services and authorizes Tyrone Roderick Williams, Chief Executive Officer, and Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute said Agreement.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. 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 to the Boards of Commissioners

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Christina Husbands
FROM:	Tyrone Roderick Williams, CEO		Director
MEETING DATE:	09/27/2022	DEPARTMENT:	Real Estate Development
AGENDA ITEM:	6c	MEMO DATE:	09/14/2022
SUBJECT:	Consideration of Extension to General Services Administration Supplemental Lease Agreement – U.S. Department of Veterans Affairs		

Executive Summary

At the April 23, 2019 Board Meeting, the Boards authorized entering into General Services Administration (“GSA”) Supplemental Lease Agreement with the U.S. Department of Veterans Affairs (“VA Hospital”) for a term of up to thirty-five (35) months, which included improvements to the current dirt lot at Parc Grove to allow for 285 parking spaces. Under the terms of the GSA Supplemental Lease Agreement, FH would facilitate the parking and related improvements to be built and provide financing on an interim basis. The VA Hospital would in turn reimburse FH to cover the full parking related improvement costs and operational costs, as well as a construction oversight fee and funds to demolish the pavement and bring the property to its original unimproved condition at the conclusion of the GSA Supplemental Lease term.

Several delays were incurred during the City of Fresno’s design review process, resulting in permits to construct the parking improvements being issued in April, 2021. Construction of the parking lot was completed on October 5, 2021, and the VA Hospital subsequently fully reimbursed the FH for related project expenses.

As the parking improvements did not achieve completion until two years into the lease period, and as the VA Hospital continues to be in great need of addressing their short and long term parking demands in order to appropriately continue to serve their veteran clients, staff and other stakeholders, the VA has requested approval to extend the GSA lease by a term of thirty-six months, through August 18, 2025. In exchange, the VA will provide a monthly lease payment to FH to cover all operating, maintenance, repairs, upkeep, and administrative expenses of the leased premises.

Staff submitted a request to the U.S. Department of Housing and Urban Development (“HUD”) for an interim demolition/disposition amendment to allow for the proposed temporary parking, which received final approval on August 19, 2019. On October 26, 2021, staff received HUD approval to further amend the demolition/demolition approval to January 31, 2025. Staff will coordinate with HUD to issue a final amendment through the proposed lease expiration of August 18, 2025.

Recommendation

It is recommended that the Boards of Commissioners adopt the attached resolution approving the necessary actions:

FRESNO HOUSING

1. Approve an amendment to the General Services Administration Supplemental Lease Agreement with the U.S. Department of Veterans Affairs which allows for a lease extension through August 18, 2025, for continued use of 2.91 acres of vacant land at the Southwest corner of Clinton Avenue and Angus Street (APN 446-020-42T) and further 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 action.

Fiscal Impact

The proposed annual lease amount is \$125,000 for year 1 with 3% annual increases. The lease revenue will cover all estimated operating, maintenance, repairs, upkeep, and administrative expenses incurred by the Agency.

Background Information

The 2.91 acres of vacant land owned by the Housing Authority of the City of Fresno, CA at the Southwest corner of Clinton Avenue and Angus Street (APN 446-020-42T) represent the final acreage associated with the development of 25 acres in four phases known as Parc Grove Commons. Plans for the remaining acreage include additional veterans housing and a potential early learning center.

Past Board Actions

- April 23, 2019 – Approval to Enter Into General Services Administration Supplemental Lease Agreement – U.S. Department of Veterans Affairs
- August 27, 2019 - Approval of Housing Relinquished Fund Corporation Loan for Parking Lot Construction at Parc Grove Vacant Land

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE GENERAL SERVICES
ADMINISTRATION SUPPLEMENTAL LEASE AGREEMENT WITH THE U.S.
DEPARTMENT OF VETERANS AFFAIRS FOR 2.91 ACRES OF VACANT LAND LOCATED
AT THE SOUTHWEST CORNER OF CLINTON AVENUE AND ANGUS STREET IN THE
CITY OF FRESNO (APN: 446-020-42T)**

WHEREAS, the Housing Authority of the City of Fresno, California (the “Agency”) desires to support services for low and moderate income households and veterans within a variety of neighborhoods; and,

WHEREAS, the VA Central California Health Care System (the “VA Hospital”) is in need of space for parking for the veterans and other VA stakeholders that are served at their facility; and,

WHEREAS, the Agency has sufficient vacant land directly across the street from the VA Hospital to provide approximately 285 additional parking spaces located at the southwest corner of Clinton Avenue and Angus Street (APN: 446-020-42T); and,

WHEREAS, the Agency entered into a General Services Administration Supplemental Lease Agreement with the VA Hospital to provide for parking in support of their facility clients and other stakeholders on August 19, 2019, for a period of thirty-five (35) months; and,

WHEREAS, the Agency facilitated parking related improvements to the subject property that were completed on October 5, 2021; and,

WHEREAS, the VA Hospital has requested and the Agency wishes to provide an amendment to the General Service Administration Supplemental Lease Agreement that would allow for an extension of thirty-six (36) months to the lease term, to expire on August 18, 2025; and,

WHEREAS, the proposed lease revenue is set at \$125,000 in year 1 with annual increases of 3% annually which will cover all projected operating, maintenance, repairs, upkeep, and administrative expenses; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California, hereby authorize an amendment to the General Services Administration Supplemental Lease Agreement with the U.S. Department of Veterans Affairs to allow for an term extension of thirty-six (36) months for the use of approximately 2.91 acres of vacant land at the Southwest corner of Clinton Avenue and Angus Street (APN 446-020-42T) and further 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 action.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. 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 BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE GENERAL SERVICES
ADMINISTRATION SUPPLEMENTAL LEASE AGREEMENT WITH THE U.S.
DEPARTMENT OF VETERANS AFFAIRS FOR 2.91 ACRES OF VACANT LAND LOCATED
AT THE SOUTHWEST CORNER OF CLINTON AVENUE AND ANGUS STREET IN THE
CITY OF FRESNO (APN: 446-020-42T)**

WHEREAS, the Housing Authority of Fresno County (the “Agency”) desires to support services for low and moderate income households and veterans within a variety of neighborhoods; and,

WHEREAS, the VA Central California Health Care System (the “VA Hospital”) is in need of space for parking for the veterans and other VA stakeholders that are served at their facility; and,

WHEREAS, the Agency has sufficient vacant land directly across the street from the VA Hospital to provide approximately 285 additional parking spaces located at the southwest corner of Clinton Avenue and Angus Street (APN: 446-020-42T); and,

WHEREAS, the Agency entered into a General Services Administration Supplemental Lease Agreement with the VA Hospital to provide for parking in support of their facility clients and other stakeholders on August 19, 2019, for a period of thirty-five (35) months; and,

WHEREAS, the Agency facilitated parking related improvements to the subject property that were completed on October 5, 2021; and,

WHEREAS, the VA Hospital has requested and the Agency wishes to provide an amendment to the General Service Administration Supplemental Lease Agreement that would allow for an extension of thirty-six (36) months to the lease term, to expire on August 18, 2025; and,

WHEREAS, the proposed lease revenue is set at \$125,000 in year 1 with annual increases of 3% annually which will cover all projected operating, maintenance, repairs, upkeep, and administrative expenses; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, hereby authorize an amendment to the General Services Administration Supplemental Lease Agreement with the U.S. Department of Veterans Affairs to allow for an term extension of thirty-six (36) months for the use of approximately 2.91 acres of vacant land at the Southwest corner of Clinton Avenue and Angus Street (APN 446-020-42T) and further 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 action.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. 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

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Dave Brenner
FROM:	Tyrone Roderick Williams, CEO		Development Manager
MEETING DATE:	09/27/2022	DEPARTMENT:	Real Estate Development
AGENDA ITEM:	6d	MEMO DATE:	09/14/2022
SUBJECT:	Consideration of Repair Services Agreement for Valley Inn (933 N Parkway Drive, Fresno, California)		

Executive Summary

The Valley Inn, aka Sage Commons, consists of 105 motel rooms and common facilities on 2.42 acres. The property was acquired by the City of Fresno under assignment from the Housing Authority of the City of Fresno, CA ("HACF") in June, 2021. At the time of sale, the agencies signed a future purchase option allowing the property to transfer for a nominal value if a viable permanent housing conversion plan was in place. HACF also entered into an initial Repair Services Agreement with the City to complete \$667,331 worth of immediate repairs.

In November, 2021, the City of Fresno moved to include the property in an application for the California Department of Housing and Community Development's Homekey 2 Program. Fresno Housing staff assisted with the application and the scope of activities. The City is now requesting that HACF act as developer on a second set of repair and rehabilitation scopes under a second Repair Services Agreement.

Receipt of an Homekey 2 award notification from HCD begins an 8 month timeline to complete repairs and prepare the property for shelter occupancy, with a possible extension to 12 months. The proposed scope of work includes the creation of 16 accessible units, mechanical upgrades to the central HVAC and water heating systems, and the addition of exterior amenities including a dog park and recreational space.

Recommendation

It is recommended that the Boards of Commissioners:

1. Approve and authorize entry into a Repair Services Agreement with the City of Fresno
2. Authorize execution of responsibilities as developer under the City of Fresno's Homekey 2 award
3. 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 action.

FRESNO HOUSING

Fiscal Impact

The Repair Services Agreement will have a total value up to \$2,650,000. These funds will cover 100% of the proposed costs and include administrative and developer fees payable to Fresno Housing.

Background Information

Past Board Action

- June 14, 2021 – Entry into An Assignment and Delegation of the Purchase and Sale Agreement, Repair Services Agreement, and Option to Purchase with the City of Fresno

Exhibit A: Draft Repair Services Agreement

**REPAIR SERVICES AGREEMENT
CITY OF FRESNO AND FRESNO HOUSING AUTHORITY**

This Repair Services Agreement (Agreement) is made as of the _____ day of August 2022 (Effective Date), by and between the City of Fresno (City or Owner), and Housing Authority of the City of Fresno, California, a body corporate and politic (Fresno Housing). The City of Fresno and Fresno Housing are referred to hereinafter each as a "Party" or collectively as "Parties."

RECITALS

- A. WHEREAS there is a critical housing-shortage crisis in the City of Fresno, and the crisis is contributing to the growth in homeless population counts throughout the city; and
- B. WHEREAS, the City of Fresno has acquired The Valley Inn (Property) located at 933 North Parkway Drive, Fresno, CA, 93728 (APN 449-335-32), and the City desires to have the Property repaired and prepared to serve as an interim low-barrier emergency homeless shelter; and
- C. WHEREAS, Fresno Housing has resources, as well as the technical, and financial expertise to among other things, repair projects in order to make them available for affordable housing and homeless services, and
- D. WHEREAS Project Off Ramp and Project Homekey have been successful collaborations between the City and the Fresno Housing to place, and not displace, homeless residents into emergency shelter housing with available case-management services. To date, approximately 70% of the homeless individuals offered housing and case management services through Project Off Ramp and Project Homekey have accepted assistance, and
- E. WHEREAS, Fresno Housing successfully completed the repair of four (4) motels along the Parkway Corridor to serve as low-barrier emergency homeless shelters, in addition to having previously completed the first phase of rehabilitation to the Valley Inn, and
- F. WHEREAS the City contracts with Fresno Housing to fund Property Management and Case Management Services provided for the homeless individuals housed at the Fresno Housing's motels along Parkway Corridor; and
- G. WHEREAS the City and Fresno Housing now desire to enter into this Agreement with the terms, conditions and compensation specified for the repair of The Valley Inn to a low-barrier emergency homeless shelter (the Project).

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Fresno Housing agree as follows:

AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

1. Responsibilities of the Parties. City's Charter allows it to execute agreements with various third-parties, including governmental agencies to perform public

works of improvement. The City desires to engage and reimburse Fresno Housing to carry out the Project, which shall include the performance of certain public works, as provided herein. The Parties contemplate that Fresno Housing shall subcontract some or all of the public works provided under this Agreement. In doing so, Fresno Housing shall manage and coordinate with its contractors in order to complete the repair and maintenance of the Property. The repair and maintenance design and work shall be subject to City approval, which the City shall not unreasonably withhold. The City shall be responsible for payment to Fresno Housing as provided in Section 3 below.

2. Term of Agreement and Conditions Precedent. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect through March 21, 2023, or until the Project is completed, whichever occurs first; subject to any earlier termination in accordance with this Agreement. Project completion will occur when both parties have signed off on the repairs, following a walk-through by both representatives.

3. Compensation. Fresno Housing's sole compensation for satisfactory performance of all services rendered pursuant to this Agreement shall be on a cost-reimbursable basis with a not-to-exceed upper limit of **\$2,651,648**, paid on the basis of the rates set forth in the schedule of fees and expenses contained in the agreements expressly incorporated into **Exhibit A**.

(a) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable by the City within thirty (30) days of receipt.

(b) The Parties may agree to modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Fresno Housing's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each Party. Vendor shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

(a) This Agreement shall terminate without any liability of City to Fresno Housing upon the earlier of: (i) Fresno Housing's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Fresno Housing; (ii) sixty (60) calendar days' prior written notice for breach of this Agreement by Fresno Housing; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) This Agreement shall terminate without any liability of Fresno Housing to City upon the earlier of: (i) City's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against City; (ii) sixty (60) calendar days prior written notice for breach of this Agreement by City; (iii) Fresno Housing's non-appropriation of funds sufficient to meet its obligations hereunder during any Fresno Housing fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(c) Immediately upon any termination or expiration of this Agreement, each party shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and, (iii) in the case of Fresno Housing, return to City any and all unearned payments and all properties and materials in the possession of Fresno Housing that are owned by City. Subject to the terms of this Agreement, Fresno Housing shall be paid compensation for services satisfactorily performed prior to the effective date of termination.

(d) Upon any breach of this Agreement by either party, the other may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. (e) Each party shall provide the other with adequate written assurances of future performance in the event that either party fails to comply with any terms or conditions of this Agreement.

(e) Each party shall be liable for default unless its nonperformance is caused by an occurrence beyond the reasonable control of that party and without its fault or negligence such as, acts of God or the public enemy, acts of City or the Fresno Housing, as the case may be, in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The nonperforming party shall notify the other in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other of the cessation of such occurrence.

5. Intentionally left blank.
6. Intentionally left blank.
7. Intentionally left blank.
8. Level of Skill; Subcontractors.

(a) Fresno Housing may, at its sole discretion, subcontract any of the services required under this Agreement, in compliance with the terms of this Agreement. Fresno Housing shall warrant that a lawful competitive process was followed to select any and all subcontractors. Fresno Housing shall use good faith efforts to hire qualified, licensed, insured and bonded local contractors that have a local workforce. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Fresno Housing represents to City that Fresno Housing and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Fresno Housing and its subcontractors, if any, to do and perform such services in a skillful manner and Fresno Housing agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Fresno Housing or any subcontractors from said industry and professional standards.

(b) City reserves the right to hire additional contractors to perform the

services required under this Agreement, and offset any future payment to Fresno Housing accordingly, so long as such hiring and associated offset is memorialized in an Addendum executed by the parties, setting forth the amount of the offset. In the event that the City elects to hire additional contractors to perform the services, City shall not cause Fresno Housing to breach any agreement with any of its contractors or City shall fully reimburse Fresno Housing for any claims made by its subcontractors.

(c) If Fresno Housing subcontracts any or all of the services to be performed under this Agreement where the subcontract is for a total of \$250,000 or greater during any calendar year, Fresno Housing shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no Side Agreement is required, Fresno Housing will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

(d) To the full extent required by applicable federal and state law, each party and its contractors and agents shall comply with the Davis-Bacon Act, as amended, California Labor Code Section 1720 et seq., and the regulations adopted pursuant thereto (Prevailing Wage Laws), if so required, and shall be solely responsible for carrying out the requirements of such provisions. Each party shall indemnify, defend and hold the other and its elected and appointed officers, officials, employees, agents, consultants, and contractors harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors, or third party claimants pursuant to Labor Code sections 1726 and 1781), the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including, but not limited to the Prevailing Wage Laws, or any act or omission of that party related to the payment or requirement of payment of prevailing wages.

9. Indemnification. To the furthest extent allowed by law, Fresno Housing shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Fresno Housing, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If, pursuant to Section 8 above, Fresno Housing should subcontract all or any portion of the services to be performed under this Agreement, Fresno Housing shall require each subcontractor to indemnify, hold harmless and defend City and each of its

officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

If, pursuant to Section 8 above, City should subcontract all or any portion of the services to be performed under this Agreement, City shall require each subcontractor to indemnify, hold harmless and defend Fresno Housing and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This Section shall survive termination or expiration of this Agreement.

10. Insurance.

(a) Throughout the life of this Agreement, Fresno Housing shall pay for and maintain in full force and effect all insurance as required in Exhibit B, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Fresno Housing or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Fresno Housing shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this Section shall in any way relieve Fresno Housing of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

(d) Upon request of City, Fresno Housing shall immediately furnish City

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

(e) If Fresno Housing should subcontract all or any portion of the services to be performed under this Agreement, Fresno Housing shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this Section, except that any required certificates and applicable endorsements shall be on file with Fresno Housing and City prior to the commencement of any services by the subcontractor. Fresno Housing and any subcontractor/sub-consultant shall establish additional insured status for City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

11. Conflict of Interest and Non-Solicitation.

(a) Fresno Housing shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Fresno Housing shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Fresno Housing and the respective subcontractor(s) are in full compliance with all laws and regulations. Such written opinion shall be issued to Fresno Housing for the benefit of Fresno Housing only. Fresno Housing shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Fresno Housing shall immediately notify City of these facts in writing.

(c) In performing the work or services to be provided hereunder, Fresno Housing shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) Fresno Housing represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.

(e) Fresno Housing and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval

given by the City Manager under this provision, Fresno Housing shall remain responsible for complying with Section (a), above.

(f) If Fresno Housing should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Fresno Housing shall include the provisions of this Section in each subcontract and require its subcontractors to comply therewith.

(g) This Section shall survive expiration or termination of this Agreement.

12. [Intentionally Omitted.]

13. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.

(b) Records of Fresno Housing's 's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Fresno Housing pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Fresno Housing should subcontract all or any portion of the services to be performed under this Agreement, Fresno Housing shall cause each subcontractor to also comply with the requirements of this paragraph. This Section shall survive expiration or termination of this Agreement.

(c) A For any portion of the work or services subcontracted by Fresno Housing, Fresno Housing shall require that subcontractor to provide evidence to Fresno Housing that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

14. Nondiscrimination. To the extent required by controlling federal, state and local law, Fresno Housing shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Fresno Housing agrees as follows:

(a) Fresno Housing will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to

discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Fresno Housing will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Fresno Housing shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Fresno Housing's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Fresno Housing agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Fresno Housing will, in all solicitations or advertisements for employees placed by or on behalf of Fresno Housing in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Fresno Housing should subcontract all or any portion of the services to be performed under this Agreement, Fresno Housing shall cause each subcontractor to also comply with the requirements of this Section.

15. Independent Contractor.

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

(b) This Agreement does not evidence a partnership or joint venture between Fresno Housing and City. Fresno Housing shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Fresno Housing shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, Fresno Housing and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Fresno Housing shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and

retirement benefits. In addition, together with its other obligations under this Agreement, Fresno Housing shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding 'or and payment of Fresno Housing's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Fresno Housing may be providing services to others unrelated to City or to this Agreement.

16. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

17. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit 'f, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

18. Assignment.

(a) This Agreement is personal to each party and there shall be no assignment by either party of its rights or obligations under this Agreement without the prior written approval of the other. Any attempted assignment shall be null and void unless approved in writing for the City, by the City Manager or designee, or for Fresno Housing, by its CEO or designee. The City expressly acknowledges that Fresno Housing may assign all or some of its rights and obligations to Fresno Housing's instrumentality, Silvercrest, a California nonprofit public benefit corporation.

(b) Fresno Housing hereby agrees not to assign the payment of any monies due Fresno Housing from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Fresno Housing directly to Fresno Housing.

19. Compliance With Law. Each party shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions 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.

21. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

22. 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.

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

24. 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 either party, but rather by construing the terms in accordance with their generally accepted meaning.

25. 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.

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

27. 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. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

28. 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.

29. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

30. 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 City and Fresno Housing.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

EXHIBIT A

TERM, SCOPE, AND COMPENSATION

The City's acquisition of The Valley Inn is part of Project Homekey. The short-term objective of the Valley Inn acquisition is to increase the capacity of low-barrier emergency shelter beds to house homeless individuals currently living in areas that pose an unacceptable level of risk to public health and safety.

The City has purchased the Valley Inn and desires to retain the Fresno Housing to repair the motel and prepare the motel for occupancy as a low-barrier emergency homeless shelter. The Term, and Compensation to repair, and prepare the Valley Inn for occupancy as a low-barrier homeless shelter is presented in the following sections.

- 1) Agreement Term. The Term of this Agreement shall be in effect until March 21, 2023 commencing on the Effective Date and ending upon completion of the Scope of Work, The Term may be extended with the mutual consent of both parties.
- 2) Security Services. At all times during the Repair Project, Fresno Housing shall maintain and pay for security personnel at the site for 24 hours and 7 days a week.
- 3) Appointment of Repair Project Manager. Fresno Housing will assign a Repair Project Manager to serve as the point of contact with the City of Fresno to coordinate the planning, permitting, and inspection requirements for the renovation project. The City of Fresno will also designate a point of contact for the Repair Project.
 - a) Project Schedule and Cost Estimate. Within ten (10) calendar days of the execution of this agreement, the Repair Project Manager will provide the City of Fresno with a preliminary schedule and cost estimate to repair The Valley Inn and prepare it for occupancy as a low-barrier emergency homeless shelter. It is estimated that the time required from the execution of this agreement to receipt of occupancy permit will be approximately thirty (30) calendar days. The schedule shall identify action items required by the City to meet the project schedule.
 - b) Progress Meetings and Reports. The Repair Manager shall provide weekly progress reports for the repair work, and the Repair Manager shall schedule bi-weekly progress meetings with the City of Fresno.
 - c) Retention, Inspection and Audit of Records. The Repair Manager agrees to maintain appropriate accounting records for all labor, materials, equipment, supplies, and service provided to renovate The Valley Inn for low-barrier emergency homeless shelter services. The Repair Manager shall retain all accounting records relating to the renovation work for a period of three (3) years. The City reserves the right to conduct an audit of the accounting records for the renovation work any time during the three-year period.
- 4) Changed Conditions. The City and the Fresno Housing have visually inspected and toured The Valley Inn to preliminarily assess the condition of the facility and prepare preliminary cost estimates for the repair.

- a) Despite the best intentions, diligence, and discipline of the City of Fresno and the Fresno Housing, changed conditions may be encountered during the repair work and the changed conditions may require adjustments in the work schedule or costs. The Fresno Housing will work assist the City with owner-initiated change orders, as applicable.
 - b) When changed conditions are encountered for the repairs, the Repair Manager will notify the City's point of contact to schedule a meeting to review and discuss options to address the changed condition.
 - c) The agreed upon course of action to address the changed condition shall be prepared in writing by the Repair Manager and submitted to the City.
 - d) Under no circumstances shall the Repair Manager authorize additional work or extend the project schedule without the consent of the City of Fresno.
- 5) Service Contracts. The Repairs Manager is authorized to procure contractors using a competitive selection process to provide building trade, equipment, materials, supplies, and other services required to repair The Valley Inn to serve as a low-barrier emergency homeless shelter. The Repair Manager is also authorized to utilize any existing Trade Services contracts for which the Fresno Housing has completed appropriate procurement.
 - a) Warranties for Workmanship and Materials. All service contracts shall include a 12-month warranty for workmanship and materials provided for the repairs as appropriate. Any exceptions should be provided by the City in writing.
 - b) Regulatory Compliance. The Repairs Manager shall plan and execute the renovation of The Valley Inn in compliance with, all statutes, laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any federal, state, or local government and appropriate agencies, departments, commissions, or boards.
- 6) Compensation. The Repair Manager's compensation for the renovation work shall be on a Cost-Plus Fixed Fee Basis.
 - a) Repair Management Fixed-Fee. As compensation for the project management and administration of the repair work, the Fresno Housing shall be entitled to a Repair Management Fixed-Fee totaling \$794,250. The Management Fixed-Fee shall be payable monthly during the repair work. The Management Fee shall be established and paid at **\$132,375 per month**. The Repair Management Fixed-Fee is in addition to the direct and indirect costs incurred by the Fresno Housing to execute the repair work.
 - b) Direct and Indirect Renovation Costs. All Direct and Indirect costs will be paid by the City of Fresno to Fresno Housing at cost. Direct costs are actual costs paid directly by Fresno Housing to contractors, equipment suppliers, and service providers to complete the renovation work. Indirect costs are costs incurred by Fresno Housing for general overhead, office expenses, and personnel costs for individuals assigned to the repair work.

- c) Payment in advance of work to begin, will be required for 50% of the agreed upon Scope of Work and Budget for all Direct costs. Following initial payment of 50%, all Direct and Indirect costs shall be payable upon receipt of invoices or other documentation provided by the Fresno Housing with monthly pay applications, due and payable within 30 days.
 - d) Permits and Inspection Fees. The Repair Manager will be required to ensure payment of all repair and inspection fees required to repair The Valley Inn to serve as a low-barrier emergency homeless shelter. These charges may be included in pay applications as Direct Costs.
 - e) Utility Deposits and Monthly Charges. The Repair Manager will be required to ensure payment of all security deposit fees to initiate utility services for The Valley Inn, and to pay monthly charges for utilities during the repair work period. Utility services include, but are not limited to, water, sewer, solid waste, internet, gas, and electricity. These charges may be included in pay applications as Direct Costs.
- 7) Property and Liability Insurance. The City shall maintain, at its cost, property, and liability insurance for The Valley Inn during the period when repair work is being conducted.
 - 8) Workers' Compensation Insurance. Fresno Housing shall ensure compliance with all worker's compensation insurance requirements for its employees involved in the repair work.
 - 9) Indemnification. The repair work shall be under the control and management of the Repair Manager.

EXHIBIT B

Property Description

Legal Description

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

PARCEL 1:

Lots 10, 11, 19 and 20 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

EXCEPTING THEREFROM that portion of said Lots 10 and 20 and said Parkview Avenue, described as follows:

Beginning at the most Easterly corner of said Lot 10; thence Northwesterly, along the Northeasterly line of said Lot 10, a distance of 35.00 feet; thence Southwesterly, parallel with and 35.00 feet from the Southeasterly line of said Lots 10 and 20 and the Southwesterly prolongation of said Southeasterly line to the centerline of East Parkview Avenue, as shown on the map of Roeding Park Gardens recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records; thence Southeasterly along said centerline, a distance of 35.00 feet to the Southwesterly prolongation of the Southeasterly line of said Lots 10 and 20; thence Northeasterly along said prolongation and Southeasterly line to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of said Lots 10 and 11 deeded to the State of California by Deed recorded July 7, 1954 in Book 3455, Page 414 of Official Records, Document No. 34427, described as follows:

Beginning at a point on the Northeasterly line of said Lot 10, a distance of 35.00 feet from the most Easterly corner of said Lot 10; thence South 64° 04' 25" West, along a line parallel to the Southeasterly line of said Lot 10 a distance of 17.92 feet; thence North 25° 55' 35" West, parallel with and 17.92 feet from the Northeasterly line of said Lots 10 and 11, a distance of 155.33 feet to the beginning of a tangent curve, concave to the Southwest; thence Northwesterly along said curve, having a radius of 3,972.00 feet, through a central angle of 0° 08' 22", an arc distance of 9.67 feet to the Northwesterly line of said Lot 11; thence North 64° 04' 25" East, along said Northwesterly line, a distance of 17.93 feet to the most Northerly corner of said Lot 11; thence South 25° 55' 35" East, along the Northeasterly line of said Lots 11 and 10, a distance of 165.00 feet to the point of beginning.

PARCEL 2:

Lots 49, 50, 51 and 52 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

PARCEL 3:

Lot 56 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

PARCEL 4:

All of that portion of East Parkview Avenue, as said Avenue is shown on the map of Roeding Park Gardens, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records, more particularly described as follows:

Beginning at the most Westerly corner of Lot 19, of said Roeding Park Gardens; thence Southerly and Southwesterly, along a curve which is tangent to the Southwesterly line of said Lot 19, having a radius of 40.0 feet and concave to the Northwest, through an interior angle of $104^{\circ} 28' 31''$, an arc distance of 72.94 feet, to the intersection with the Northeast line of Lot 52 of said Roeding Park Gardens; thence South $25^{\circ} 52' 00''$ East, along the Northeasterly lines of Lots 52, 51, 50 and 49 of said Roeding Park Gardens, to the point which is 91.65 feet Southeasterly from the Northeasterly corner of said Lot 49; thence Southerly and Westerly, along a tangent curve, concave to the Northwest and having a radius of 20.0 feet, an arc distance of 40.40 feet, to the intersection with the South line of said Lot 49; thence North $89^{\circ} 52' 00''$ East, along the Easterly prolongtion of the South line of said Lot 49, a distance of 43.38 feet; thence Easterly and Southerly, along a tangent curve concave to the Southwest and having a radius of 70.0 feet, an arc distance of 78.52 feet, to the intersection with the Southwest line of Lot 23 of Roeding Park Gardens; thence North $25^{\circ} 52' 00''$ West, along the Southwesterly lines of Lots 23, 22, 21, 20 and 19 of said Roeding Park Gardens to the point of beginning, as abandoned by the Fresno City Council, by Resolution No. 8732, recorded in Book 5261, Page 488 of Official Records.

EXCEPTING THEREFROM any portion thereof lying within the Northeasterly half of said land, lying Northwesterly of the Southwesterly prolongation of the Southeasterly line of Lot 21 of said Roeding Park Gardens, and Southeasterly of the Southwesterly prolongation of the Northwesterly line of the Southeasterly 35 feet of Lots 10 and 20 of said Roeding Park Gardens.

APN: 449-335-32

EXHIBIT C

INSURANCE REQUIREMENTS

**Service Agreement between City of Fresno (City)
and Fresno Housing Authority (Service Provider)**

Repair of The Valley Inn for Low-Barrier Emergency Shelter Housing

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) 1,000,000 aggregate for products and completed operations; and,
 - (iv) \$1,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

- 1. City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Service Provider shall establish additional insured status for the City and for all ongoing and completed operations by

use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, Service Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of Service Provider's insurance and shall not contribute with it. Service Provider shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

VERIFICATION OF COVERAGE

Service Provider shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Service Provider shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration, or termination of this Agreement.

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

Repair of The Valley Inn for Low-Barrier Emergency Shelter Housing

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

Signature

Date

Name

Company

Address

City, State, Zip

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

**RESOLUTION AUTHORIZING ENTRY INTO A REPAIR SERVICES AGREEMENT WITH
THE CITY OF FRESNO FOR VALLEY INN, AKA SAGE COMMONS (933 N. PARKWAY
DRIVE, FRESNO, CA 93728) (APN: 449-335-32) AND TO ACT AS THE DEVELOPER FOR
THE CITY OF FRESNO'S HOMEKEY FUNDING AWARD**

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 Boards approved assignment of a Purchase and Sale agreement for Valley Inn (APN: 449-335-32) to the City of Fresno ("City") on June 14, 2021, as well as an initial Repair Services Agreement and a future purchase option, and in December, 2021, staff supported the City's application to the California Department of Housing and Community Development's ("HCD") Homekey 2 Program; and

WHEREAS, Valley Inn has been operating as a transitional shelter since August 2021 and the award of Homekey 2 funding would enable additional improvements to the property and additional operating subsidy; and

WHEREAS, the Agency wishes to enter a second Repair Services Agreement with the City of Fresno to complete all scopes of work outlined in the Homekey application, 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 entry into a Repair Services Agreement with the City of Fresno and authorize Tyrone Roderick Williams, Chief

Executive Officer, Michael Duarte, Chief Real Estate Officer and/or their designee to negotiate and execute all related documents.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER 2022. 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 ENTRY INTO A REPAIR SERVICES AGREEMENT WITH
THE CITY OF FRESNO FOR VALLEY INN, AKA SAGE COMMONS (933 N. PARKWAY
DRIVE, FRESNO, CA 93728) (APN: 449-335-32) AND TO ACT AS THE DEVELOPER FOR
THE CITY OF FRESNO'S HOMEKEY FUNDING AWARD**

WHEREAS, the Housing Authority of Fresno County (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 Boards approved assignment of a Purchase and Sale agreement for Valley Inn (APN: 449-335-32) to the City of Fresno ("City") on June 14, 2021, as well as an initial Repair Services Agreement and a future purchase option, and in December, 2021, staff supported the City's application to the California Department of Housing and Community Development's ("HCD") Homekey 2 Program; and

WHEREAS, Valley Inn has been operating as a transitional shelter since August 2021 and the award of Homekey 2 funding would enable additional improvements to the property and additional operating subsidy; and

WHEREAS, the Agency wishes to enter a second Repair Services Agreement with the City of Fresno to complete all scopes of work outlined in the Homekey application, and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby approve and authorize entry into a Repair Services Agreement with the City of Fresno and authorize Tyrone Roderick Williams, Chief

Executive Officer, Michael Duarte, Chief Real Estate Officer and/or their designee to negotiate and execute all related documents.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER 2022. 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

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Eduardo Rodriguez
FROM:	Tyrone Roderick Williams, CEO		Community Planning Analyst
MEETING DATE:	09/27/2022	DEPARTMENT:	Real Estate Development
AGENDA ITEM:	6e	MEMO DATE:	09/14/2022
SUBJECT:	Approval for the City of Fresno to Submit a Technical Brownfield Assistance Grant on behalf of the Housing Authority of the City of Fresno, CA		

Executive Summary

The purpose of this Board memo is to request approvals from the Board of Commissioners to pursue technical assistance funding from the United States Environmental Protection Agency Brownfield Funding. The proposed targeted site is the Hyde Site, located at 319 W. Florence Ave., Fresno, CA 93706. The requested authorization will permit the City of Fresno to apply on behalf of the Housing Authority of the City of Fresno, CA ("HACF"), at no cost to the Agency. With the assistance of the HACF, the City of Fresno intends to procure a Phase I, Phase II, and Clean-up Plan for the Hyde Site. In addition, any future improvement of the site is in line with the development goals for neighborhood amenities of West Fresno California Avenue Neighborhood Planning for West Fresno and preparation for a Housing and Urban Development (HUD) Choice Neighborhoods Implementation (CNI) Program grant.

Selection of the Hyde Site for the environmental assessment and Clean-up Plan can potentially augment future environmental remediation of the site in the event of development as a neighborhood amenity and a potential strategy for Neighborhood Improvements required by the HUD Choice Neighborhoods Implementation Program.

As part of an effort to advance the goals of the HUD Choice Neighborhoods Planning Grant and its Transformation Plan, FH is requesting Board approval for the submission of a Technical Brownfield Assistance Grant.

The Hyde Site, formally known as Hyde Park, has historically been used as a dump and is currently used as open space; and is also located in the West Fresno CAN Planning footprint. It's important to note that the CAN neighborhood has minimal public community recreational spaces, an issue repeatedly expressed in all Southwest Fresno planning efforts. The Hyde Site was purchased in 1907 by the City of Fresno with historical aerial photography from 1937 and early on showing evidence of dumping until at least 1954. By 1957 the Hyde Site was capped with dirt

FRESNO HOUSING

and established as a “Park.” There are no records to show what materials were disposed of on the site or the process for capping. It should be noted that this was before the creation of common standards, and the site has not been in operation for over 65 years.

Recommendation

It is recommended that the Board of Commissioners of Fresno Housing adopt the attached resolution approving the necessary actions needed to move forward with the technical assistance application submissions for the Hyde Site (APN 477-060-097), 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.

1. Authorize the undertaking of all actions necessary to secure technical assistance for the site in collaboration with the City of Fresno, and assemble various financing sources, which may include, but are not limited to: (a) submission of an application to the US Environmental Protection Agency (b) other grants, operating subsidies and/or private loans and such other sources identified by the CEO.
2. Authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designees to negotiate and execute documents on behalf of the Housing Authority of the City of Fresno, CA; and
3. Provide for other matters related thereto.

Fiscal Impact

There are no fiscal impacts at the time.

Background Information

Fresno Housing is undergoing a master planning process for a US Department of Housing and Urban Development (“HUD”) Choice Neighborhoods Planning and Action Grant, in which a final deliverable Transformation Plan (to be completed end of 2022) proposing the future development of the Agency owned and sponsored public and affordable housing, as well as Agency owned vacant land. The Transformation Plan will also include coordination for developing neighborhood-serving infrastructure and amenities. The planning process will rely heavily upon input from the community, including public housing residents, local community members, the City of Fresno, Fresno County, education partners within Fresno Unified, the Fresno Police Department, community-based organizations, faith-based partners, private developers, and business leaders. Based on community input and the City of Fresno’s new zoning ordinances, the Transformation Plan could include multi-family housing, single-family housing, live/work units, commercial space, community centers, or public park space.

Fresno Housing is reaching the end of the grant cycle and aims to deliver the Draft Transformation Plan by September-October of 2022.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF CITY OF FRESNO, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS FOR THE APPROVAL TO PURSUE A UNITED STATES ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS FUNDING FOR CITY OF FRESNO PARCELS APN: 477-060-09T

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

WHEREAS the City of Fresno is seeking approval to apply on behalf of the Housing Authority of the City of Fresno for an EPA Technical Brownfield Assistance Grant; and,

WHEREAS, the City of Fresno intends to procure a Phase I/II Report and Clean-up Plan for the Hyde Site; and,

WHEREAS, the Hyde Park site is located at 319 W Florence Ave, Fresno, CA 93706 (APN: 477-060-097) is in an area with high demand for housing and is generally in line with the Authority’s housing and development goals for West Fresno California Avenue Neighborhood Planning; and,

WHEREAS, a multi-phase project concept and architectural plan for the West Fresno California Avenue Neighborhood envisions up to 494 low-income units and unrestricted units, and neighborhood-serving amenities such are green space, open space, services, and retail; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA hereby authorizes Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to undertake the following actions needed to move forward with funding application submissions for the Hyde Site project:

1. Authorize the undertaking of all actions necessary to secure financing for the Project, and assemble various financing sources, which may include, but are not limited to: (a) EPA Technical Brownfield Assistance Grant b) other grants, operating subsidies, and/or private loans and such other sources identified by the CEO.
2. Authorize any action required by this resolution to be taken by the Chair of the Board or Chief Executive Officer of the Corporation may, in the absence of the such person, be taken

by the duly authorized acting Chair of the Board or acting Chief Executive Officer of the Corporation, respectively or be the designee of the Chair of the Board or Chief Executive Officer.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. 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

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS FOR THE APPROVAL TO PURSUE A UNITED STATES ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS FUNDING FOR CITY OF FRESNO PARCELS APN: 477-060-09T

WHEREAS, the Housing Authority of Fresno County ("the Authority") seeks to expand the development and availability of long-term housing for low- and moderate-income households and facilitate the creation of amenities thereto residents in the City of Fresno, California ("the County"); and,

WHEREAS the City of Fresno is seeking approval to apply on behalf of the Housing Authority of Fresno County for an EPA Technical Brownfield Assistance Grant; and,

WHEREAS, the City of Fresno intends to procure a Phase I/II Report and Clean-up Plan for the Hyde Site; and,

WHEREAS, the Hyde Park site is located at 319 W Florence Ave, Fresno, CA 93706 (APN: 477-060-097) is in an area with high demand for housing and is generally in line with the Authority's housing and development goals for West Fresno California Avenue Neighborhood Planning; and,

WHEREAS, a multi-phase project concept and architectural plan for the West Fresno California Avenue Neighborhood envisions up to 494 low-income units and unrestricted units, and neighborhood-serving amenities such are green space, open space, services, and retail; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County hereby authorizes Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to undertake the following actions needed to move forward with funding application submissions for the Hyde Site project:

1. Authorize the undertaking of all actions necessary to secure financing for the Project, and assemble various financing sources, which may include, but are not limited to: (a) EPA Technical Brownfield Assistance Grant b) other grants, operating subsidies, and/or private loans and such other sources identified by the CEO.
2. Authorize any action required by this resolution to be taken by the Chair of the Board or Chief Executive Officer of the Corporation may, in the absence of the such person, be taken

by the duly authorized acting Chair of the Board or acting Chief Executive Officer of the Corporation, respectively or be the designee of the Chair of the Board or Chief Executive Officer.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. 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

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Scott Berry
FROM:	Tyrone Roderick Williams, CEO		Senior Project Manager
MEETING DATE:	09/27/2022	DEPARTMENT:	Real Estate Development
AGENDA ITEM:	6f	MEMO DATE:	09/14/2022
SUBJECT:	Approval of Joe Serna Loan Authorization Resolution for Citrus Gardens		

Executive Summary

In April of 2021, the Housing Authority of Fresno County, CA (“Agency”) submitted an application for grant funds to the California Department of Housing and Community Development’s (“HCD”) Joe Serna, Jr. Farmworker Housing program for the Citrus Gardens Housing Development. In November of 2021, HCD notified the Agency that they were successful in their application and would be receiving \$3,738,989 in grant funds. These funds, in conjunction with approximately \$10,000,000 in tax credits and a \$250,000 in land/building donation will fully fund this housing development. However, in order to receive the HCD funds, it is necessary that they receive a Loan Authorization resolution from the development’s General Partner (Silvercrest, Inc.) and a resolution from the development’s Limited Liability Corporation signatory (Housing Authority of Fresno County, CA) to enter into a Standard Agreement with HCD.

Recommendation

It is recommended that the Boards of Commissioners accept the HCD resolutions for Citrus Gardens for the purpose of funding the substantial rehabilitation of the property, and further authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

Fiscal Impact

There is no fiscal impact associated with the approval of these resolutions.

Background Information

Citrus Gardens is an existing single & two story apartment complex with 30-units located at two separate sites in Orange Cove, CA. Staff is proposing the rehabilitation of the project. Citrus Gardens I contains 20 units located at 201 Citrus Avenue on a 1.73-acre parcel (APN: 375-030-37T). Citrus Gardens II is located at 452 10th Street on a 0.74-acre parcel (APN: 375-142-15T) and includes 10 units, for a total of 30 units. Of those 30 units, six (6) units will be renovated to be made fully accessible on the ground floor. The remaining 24 units will receive various upgrades in the kitchen; including new appliances, counters, and cabinets. Site upgrades at both locations

FRESNO HOUSING

will include a new community laundry building, outdoor playground, new trash enclosure, and parking lot restriping. New concrete will also be added to meet accessibility requirements.

Past Board Actions

- March 2021 – Approval to Submit Joe Serna, Jr. Farmworker Housing Grant & Authorization of Land/Building Contribution for Citrus Gardens Apartments
- January 2022 – Award of General Contractor/Construction Manager Contract
- February 2022 – Authorization for Funding Application to the California Tax Credit Allocation Committee
- March 2022 – Approval to submit an application for 9% Low-Income Housing Tax Credits to the California Tax Credit Allocation Committee
- June 2022 – Approval to Accept Low-Income Housing Tax Credit Award and Authorization to Enter into an Architectural Services Contract

RESOLUTION OF THE MEMBERS OF
ORANGE COVE CITRUS GARDENS AGP, LLC

The sole members of Orange Cove Citrus Gardens AGP, LLC, a California Limited Liability Company (the "Limited Liability Company"), hereby consent to, adopt and ratify the following resolutions:

Joe Serna Jr., Farmworker Housing Grant Program

WHEREAS, the State of California Department of Housing and Community Development (the "Department") has issued a Notice of Funding Availability under its Joe Serna Jr., Farmworker Housing Grant Program ("FWHG") dated December 26, 2019; and

WHEREAS, the Limited Liability Company is authorized to do business in the State of California, and it is in the best interests of the Limited Liability Company and its **Sole Member** for the Limited Liability Company to act as the **sole** Administrative Partner of **Orange Cove Citrus Gardens, LP** a California limited partnership (the "Borrower"); and

WHEREAS, the Borrower has either received, or been assigned, a conditional commitment of funds under the above-described Notice of Funding Availability.

NOW, THEREFORE, IT IS RESOLVED: That the Limited Liability Company is hereby authorized to act as the **administrative** General Partner of the Borrower in connection with the Department's **grant** of funds to the Borrower pursuant to the above-described Notice of Funding Availability in an amount not to exceed \$3,738,989 (the "FWHG **Grant**").

RESOLVED FURTHER: That in connection with the Borrower's FHWG **Grant**, the Limited Liability Company is authorized and directed to enter into, execute, and deliver, as the **administrative** General Partner of the Borrower, 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 FWHG **Grant**, 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 and certain other documents required by the Department as security for, evidence of or pertaining to the FWHG **Grant**, and all amendments thereto (collectively, the "FWHG **Grant** Documents").

RESOLVED FURTHER: That **Tyrone Roderick Williams, Chief Executive Officer** is hereby authorized to execute the FWHG **Grant** Documents, and any amendment 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 _____, 20____ by the consent of the Members of the Limited Liability Company by the following vote:

___AYES

___NAYS

___ABSTAIN

___ABSENT

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of **Housing Authority of Fresno County, California** does hereby attest and certify that the **foregoing** Resolution 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 stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Adrian Jones

Chair

RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

A majority of the commissioners of The Housing Authority of Fresno County, California, a California **governmental agency** corporation (the "Agency"), hereby consent to, adopt and ratify the following resolutions:

Joe Serna Jr., Farmworker Housing Grant Program

WHEREAS the State of California Department of Housing and Community Development (the "Department") have issued a Notice of Funding Availability dated December 26, 2019 ("NOFA") under the Joe Serna Jr., Farmworker Housing Grant Program ("FWHG") Program;

WHEREAS, the Agency is authorized to do business in the State of California and it is in the best interests of the Agency for the Agency to act as the **sole member** of Orange Cove Citrus Gardens AGP, LLC (the "LLC") the **administrative** general partner of Orange Cove Citrus Gardens, LP the "Borrower").

WHEREAS the Corporation is an Eligible Applicant/Sponsor under the FWHG Program and was awarded an FWHG Program **grant** in an amount not to exceed \$3,738,989 ("FWHG **Grant**") under the above described NOFA.

NOW, THEREFORE, IT IS RESOLVED: That the Agency is hereby authorized and directed to act on its own behalf and to act as the **sole member** of the LLC, the **administrative** general partner of the Borrower in connection with the Department's **grant** of FWHG funds to the Borrower pursuant to the above mentioned NOFA in an amount not to exceed \$ 3,738,989 .

RESOLVED FURTHER: The Agency is hereby authorized and directed to act on its own behalf as well as act as **sole member** of the LLC as **administrative** general partner of the Borrower to cause the Borrower and itself to incur an obligation for the FWHG **Grant**. That in connection with the FWHG **Grant**, the Agency, on its own behalf and as **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 in the amount not to exceed \$ 3,738,989 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 FWHG **Grant**, 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 and certain other documents required by the Department as security for, evidence of or pertaining to the FWHG **Grant**, and all amendments thereto (collectively, the "FWHG **Grant Documents**").

RESOLVED FURTHER: The Agency shall be subject to the terms and conditions as specified in the Standard Agreement(s). Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement(s). The application in full is incorporated as part of the Standard Agreements(s). Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement(s). The Agency hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA, Program Regulations and application package.

RESOLVED FURTHER: That **Tyrone Roderick Williams, Chief Executive Officer** is hereby authorized to execute the FWHG **Grant Documents** and the FWHG **Grant Documents**, and any amendment or modifications thereto, on behalf of the Agency for itself and as **sole member** of the LLC as **administrative** general partner of the Borrower.

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

Passed and adopted, effective as of September 27, 2022, by the consent of the Board of Commissioners of the Agency by the following vote:

___AYES

___NAYS

___ABSTAIN

___ABSENT

Tyrone Roderick Williams
Chief Executive Officer

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of the Corporation does hereby attest and certify that the **[foregoing / attached]** Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said corporation which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Adrian Jones

Chair

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Dave Brenner
FROM:	Tyrone Roderick Williams, CEO		Development Manager
MEETING DATE:	09/27/2022	DEPARTMENT:	Real Estate Development
AGENDA ITEM:	6g	MEMO DATE:	08/16/2022
SUBJECT:	Entry into a License Agreement with the City of Fresno for the Provision of Mobile Showers at 1411 W. Thomas Avenue (APN 449-342-01)		

Executive Summary

In April, 2022, the City of Fresno requested a partnership to support a mobile shower pilot project. The City intends to set up a series of temporary showers throughout Fresno for the benefit of unhoused individuals. One of the locations identified is an unutilized 5,000 square foot auxiliary parking lot west of Parkway Drive in Fresno. Silvercrest, Inc. took ownership of the parking lot as part of the Welcome Inn Homekey 1 acquisition process. The property is now known as Journey Home. The proposed License Agreement will be between Silvercrest, Inc. as Licensors and the City of Fresno as Licensee.

The City has provided a draft License Agreement which would allow use of the parking lot for up to 6 months, with a potential extension for a second 6 month term. The agreement transfers liability to the site users and does not allow for any permanent structures or alterations to be made. Under the Agreement, the City intends to contract the provision of services to a third party vendor.

Staff believes the project will provide an important service to transient and unhoused populations. The daily operations will be managed by the City's contractor, Gracebound, Inc., a California nonprofit corporation. The hours of operation are planned to be from 9:00 am – 1:00 pm with set up and removal to be completed daily. Gracebound will tend to the onsite operations at all times and be responsible for proper maintenance and clean up of the Property and surrounding areas.

Recommendation

It is recommended that the Boards of Commissioners:

1. Approve and authorize entry into a License Agreement with the City of Fresno for the purpose of establishing mobile showers
2. 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 action.

Fiscal Impact

All project and operation costs will be carried by the City of Fresno. Staff does not anticipate any significant expenses associated with this project.

Background Information

Past Board Action

- November 17, 2020 – Resolution Approving the Acquisition of Real Property (APN: 449-335-19, 449-342-01) in association with HCD’s Homekey program

Exhibit A: Draft License Agreement

LICENSE AGREEMENT

This License Agreement (Agreement) is entered into on September ____, 2022, by and between the City of Fresno, a California municipal corporation, (Licensee), and Housing Authority of the City of Fresno, California (Licensor).

1. Licensor is the owner of certain real property situated in the City of Fresno, located at _____ as depicted in Exhibit A (Property).
2. Licensor grants to Licensee a license (License) to perform the following acts on the Property: Licensee's service provider, Gracebound, Inc., will provide mobile shower services to unhoused individuals between the Hours of _____ to _____. Licensee may not use the Property for any other purpose or business without obtaining Licensor's prior written consent.
3. The Licensor will not provide, construct, or provide funding for any improvements on the Property. Licensee or Gracebound, Inc., may construct improvements on the Property only after receiving written consent from Licensor. In exercising these rights, Licensee must use reasonable care and may not unreasonably increase the burden on the Property.
4. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.
5. The term of this License shall be 6 months from the effective date of this License, and may be renewed by providing 30 days' notice prior to the expiration of the term. Each successive term shall be 6 months, not to exceed 4 years unless otherwise agreed to by the Parties.
6. Licensor may revoke this License at will by having a written revocation notice delivered to Licensee at least 7 days prior to the termination date specified in the notice; provided, however this License will automatically terminate upon close of escrow as described in Section 2.
7. After receipt of a notice of termination from Licensor, on or before the effective date of termination specified in that notice, Licensee shall remove all of Licensee's personal property from the Property and shall surrender possession of the Property to Licensor in good order and repair to the satisfaction of Licensor, normal wear and tear excepted.
8. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to

the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

9. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

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

11. This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

[Signatures follow on the next page.]

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

Licensee:

CITY OF FRESNO,
A California municipal corporation

By: _____
[Name]
[Title]

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

By: _____
Brandon M. Collet Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Attachment:
Exhibit A – Legal Description

Licensors:

HOUSING AUTHORITY OF THE CITY
OF FRESNO

By: _____

Name: _____

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

By: _____

Name: _____

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

REVIEWED BY:

EXHIBIT A

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION AUTHORIZING ENTRY INTO A LICENSE AGREEMENT WITH THE CITY
OF FRESNO FOR THE OPERATION OF MOBILE SHOWERS AT 1411 W THOMAS
AVENUE (APN: 449-342-01) AND EXECUTION OF DOCUMENTATION RELATED
THERETO**

WHEREAS, the Housing Authority of the City of Fresno (the “Agency”) seeks to provide housing and services to low-income populations; and

WHEREAS, the Agency has partnered with the City of Fresno on a number of initiatives for the unhoused and is currently working with the City to provide supportive services at a number of properties along Parkway Drive in Fresno; and

WHEREAS, Silvercrest, Inc. received an auxiliary parking lot at 1411 W Thomas Avenue (APN: 449-342-01) during the acquisition of Welcome Inn, aka Journey Home, a Homekey 1 interim shelter housing project; and

WHEREAS, the City of Fresno desires to establish temporary mobile showers at a number of locations throughout the City to benefit unhoused individuals; and

WHEREAS, the Agency desires to support the City of Fresno’s pilot mobile shower initiative for an initial period of 6 months and enter into a License Agreement to formalize the arrangement, and

WHEREAS, the License Agreement will be between Silvercrest, Inc. as Licensor and the City of Fresno as Licensee; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby approve and authorize entry into License Agreement with the City of Fresno and authorize Tyrone Roderick Williams, Chief Executive Officer,

Michael Duarte, Chief Real Estate Officer and/or their designee to negotiate and execute all related documents.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER 2022. 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 ENTRY INTO A LICENSE AGREEMENT WITH THE CITY
OF FRESNO FOR THE OPERATION OF MOBILE SHOWERS AT 1411 W THOMAS
AVENUE (APN: 449-342-01) AND EXECUTION OF DOCUMENTATION RELATED
THERE TO**

WHEREAS, the Housing Authority of Fresno County (the “Agency”) seeks to provide housing and services to low-income populations; and

WHEREAS, the Agency has partnered with the City of Fresno on a number of initiatives for the unhoused and is currently working with the City to provide supportive services at a number of properties along Parkway Drive in Fresno; and

WHEREAS, Silvercrest, Inc. received an auxiliary parking lot at 1411 W Thomas Avenue (APN: 449-342-01) during the acquisition of Welcome Inn, aka Journey Home, a Homekey 1 interim shelter housing project; and

WHEREAS, the City of Fresno desires to establish temporary mobile showers at a number of locations throughout the City to benefit unhoused individuals; and

WHEREAS, the Agency desires to support the City of Fresno’s pilot mobile shower initiative for an initial period of 6 months and enter into a License Agreement to formalize the arrangement, and

WHEREAS, the License Agreement will be between Silvercrest, Inc. as Licensor and the City of Fresno as Licensee; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby approve and authorize entry into License Agreement with the City of Fresno and authorize Tyrone Roderick Williams, Chief Executive Officer,

Michael Duarte, Chief Real Estate Officer and/or their designee to negotiate and execute all related documents.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER 2022. 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

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Dave Brenner
FROM:	Tyrone Roderick Williams, CEO		Development Manager
MEETING DATE:	09/27/2022	DEPARTMENT:	Real Estate Development
AGENDA ITEM:	6h	MEMO DATE:	09/15/2022
SUBJECT:	Authorization to Form an Ownership Entity for Parkside Inn (APN: 449-270-56) and Enter into a Purchase and Sale Agreement		

Executive Summary

The purpose of this memo is to request certain approvals from the Boards of Commissioners related to ownership of Parkside Inn, also known as Golden State Triage Center, and the transfer of title. The subject property consists of 48 studio units and two community/office spaces at 1415 W. Olive Avenue, Fresno, CA, 93728.

In December, 2020, the Boards approved acquisition of the property under the Department of Housing and Community Development's (HCD) Homekey 1 program. The property is currently operated as a transitional shelter, with plans for potential conversion into permanent affordable housing in the coming years.

At the time of acquisition, the Boards approved entry into an MOU with Silvercrest Inc, wherein Silvercrest would acquire ownership of the property on behalf of the Housing Authority of the City of Fresno, CA ("HACF"). This structure, approved by HCD, allowed Staff to file for a State Welfare Tax Exemption and thereby significantly reduce the site's property tax burden. Of the four properties acquired under Homekey 1, three followed this structure and are currently owned by Silvercrest, Inc. Due to complications in the transfer of the fourth property, Parkside Inn, HACF currently holds title.

Staff proposes the creation of a limited partnership between Silvercrest, Inc. and HACF and the subsequent transfer of land title to the new entity. This structure will serve two functions: 1. enable the property to qualify for the Welfare Tax Exemption 2. Prepare the project for state funding applications which require established partnership entities.

A site plan for the redevelopment of Parkside Inn is currently under review by the City of Fresno. Once the approval process is complete, Staff anticipates submission of funding applications to various state and local agencies.

Recommendation

It is recommended that the Boards of Commissioners of Fresno Housing adopt the attached resolutions approving the actions needed to move forward with entity formation, property transfer and funding application submissions for the Parkside Inn, aka Golden State Triage Center project, 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.

FRESNO HOUSING

1. Authorize the Housing Authority of the City of Fresno, CA to enter into a Partnership Agreement with Silvercrest, Inc., wherein the Authority would act as the Administrative General Partner (AGP) and Silvercrest, Inc. would act as the Managing General Partner (MGP); and to execute such documents as are necessary for such purposes.
2. Authorize the Housing Authority of the City of Fresno, CA to enter into a Purchase and Sale Agreement with the project's single-purpose Limited Partnership entity;
3. Authorize the undertaking of all actions necessary to secure financing for the Project, and assemble various financing sources, which may include, but are not limited to: (a) submission of an application to the California Department of Housing and Community Development (HCD) (b) submission of an application for California Housing Finance Agency (CalHFA) funding, (d) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (e) submission of an application for State of California HOME funds, (f) City of Fresno, and (g) other grants, operating subsidies and/or private loans and such other sources identified by the Chief Executive Officer.
4. Authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, or their designees to execute documents on behalf of the Housing Authority of the City of Fresno, CA; and in the name of the Administrative General Partner, on its own behalf; and as administrative general partner of the Partnership; and
5. Provide for other matters related thereto.

Fiscal Impact

Staff anticipates up to \$5,000 in legal and title policy fees associated with the entity formation and subsequent transfer. All predevelopment funds are expected to be fully reimbursed once the project receives funding.

Background Information

Parkside Inn, aka Golden State Triage Center, is an existing two story apartment complex with 48 studio units located at 1415 W Olive Avenue, Fresno, CA, 93728. From 1964 to its acquisition in December, 2020, the property operated as a motel. The site is 1.94 acres with 22,099 square feet of residential and community space.

Redevelopment plans for the property envision the rehabilitation of the existing units and the construction of additional buildings on the southern end of the property to create a larger mix of housing types.

Past Board Actions

- August 25, 2020 – Approval to submit to the California Department of Housing and Community Development's Homekey program
- September 22, 2020 – Resolution approving acceptance of a grant award from the City of Fresno for the Operation and Provision of Services

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

RESOLUTION AUTHORIZING THE FORMATION OF A PARTNRESHIP FOR THE OWNERSHIP AND OPERATION OF PARKSIDE INN (APN: 449-270-56), APPROVAL TO ENTER INTO A PURCHASE AND SALE AGREEMENT, APPROVAL TO SUBMIT FUNDING APPLICATIONS ASSOCIATED WITH THE PROPERTY'S REDEVELOPMENT, AND AUTHORIZATION OF OTHER ACTIONS RELATED THERETO

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

WHEREAS, the Parkside Inn, aka Golden State Triage Center (the "Property") is located at 1415 W Olive Ave, Fresno CA 93728 (APNs: 449-270-56) and is currently operated as a transitional shelter under the Department of Housing and Community Development's ("HCD") Homekey program; and,

WHEREAS, to be eligible for a Welfare Tax Exemption and prepare for certain funding applications, the Agency desires to create a limited partnership between itself and Silvercrest, Inc. and subsequently enter into a purchase and sale agreement with the newly formed entity for transfer of the Property;

WHEREAS, the Agency desires to finance the redevelopment of the property and submit funding applications for sources including but not limited to California Department of Housing and Community Development (HCD), California Housing Finance Agency (CalHFA), Affordable Housing Program (AHP), State of California HOME funds, City of Fresno;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California hereby authorizes the necessary actions needed to create a partnership for the ownership of Parkside Inn and submit funding applications associated with its redevelopment and authorize Tyrone Roderick Williams, the Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection with the approved actions.

1. Authorize entry into a Partnership Agreement with Silvercrest, Inc. wherein the Authority would act as the Administrative General Partner (AGP) and Silvercrest, Inc. would act as the Managing General Partner (MGP); and to execute such documents as are necessary for such purpose.

2. Authorize entry into a Purchase and Sale Agreement for the transfer of said property from the Housing Authority to the project's single-purpose limited partnership
3. Authorize the undertaking of all actions necessary to develop the Project, and assemble various financing sources, which may include, but are not limited to: California Department of Housing and Community Development (HCD), California Housing Finance Agency (CalHFA), Affordable Housing Program (AHP), State of California HOME funds, City of Fresno and other grants, operating subsidies and/or private loans and such other sources identified by the Secretary/Director
4. Authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to execute documents on behalf of Silvercrest, Inc., and in the name of the Managing General Partner, on its own behalf; and as managing general partner of the Partnership; and
5. Provide for other matters related thereto.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. Accordingly, 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 THE FORMATION OF A PARTNERSHIP FOR THE OWNERSHIP AND OPERATION OF PARKSIDE INN (APN: 449-270-56), APPROVAL TO ENTER INTO A PURCHASE AND SALE AGREEMENT, APPROVAL TO SUBMIT FUNDING APPLICATIONS ASSOCIATED WITH THE PROPERTY'S REDEVELOPMENT, AND AUTHORIZATION OF OTHER ACTIONS RELATED THERETO

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

WHEREAS, the Parkside Inn, aka Golden State Triage Center (the "Property") is located at 1415 W Olive Ave, Fresno CA 93728 (APNs: 449-270-56) and is currently operated as a transitional shelter under the Department of Housing and Community Development's ("HCD") Homekey program; and,

WHEREAS, to be eligible for a Welfare Tax Exemption and prepare for certain funding applications, the Agency desires to create a limited partnership between itself and Silvercrest, Inc. and subsequently enter into a purchase and sale agreement with the newly formed entity for transfer of the Property;

WHEREAS, the Agency desires to finance the redevelopment of the property and submit funding applications for sources including but not limited to California Department of Housing and Community Development (HCD), California Housing Finance Agency (CalHFA), Affordable Housing Program (AHP), State of California HOME funds, City of Fresno;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County hereby authorizes the necessary actions needed to create a partnership for the ownership of Parkside Inn and submit funding applications associated with its redevelopment and authorize Tyrone Roderick Williams, the Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection with the approved actions.

1. Authorize entry into a Partnership Agreement with Silvercrest, Inc. wherein the Authority would act as the Administrative General Partner (AGP) and Silvercrest, Inc. would act as the Managing General Partner (MGP); and to execute such documents as are necessary for such purpose.

2. Authorize entry into a Purchase and Sale Agreement for the transfer of said property from the Housing Authority to the project's single-purpose limited partnership
3. Authorize the undertaking of all actions necessary to develop the Project, and assemble various financing sources, which may include, but are not limited to: California Department of Housing and Community Development (HCD), California Housing Finance Agency (CalHFA), Affordable Housing Program (AHP), State of California HOME funds, City of Fresno and other grants, operating subsidies and/or private loans and such other sources identified by the Secretary/Director
4. Authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to execute documents on behalf of Silvercrest, Inc., and in the name of the Managing General Partner, on its own behalf; and as managing general partner of the Partnership; and
5. Provide for other matters related thereto.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. Accordingly, 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

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 09/27/2022
AGENDA ITEM: 6i
SUBJECT: Approve Entering into Memorandum of Understanding with the County of Fresno's Department of Behavioral Health for the Provision of Services at Villages @ Broadway, Villages @ Paragon, and Alegre Commons

AUTHOR: Dave Brenner
DEPARTMENT: Real Estate Development
MEMO DATE: 09/15/2022

Executive Summary

On January 29, 2019, the County of Fresno Board of Supervisors adopted a resolution approving a partnership between the Department of Behavioral Health ("DBH") and Fresno Housing to implement funding on a number of supportive housing projects. The subsequent agreement detailed a commitment to fund housing construction and service operations for formerly homeless households. The funding was sourced from California's Department of Housing and Community Development ("HCD")'s No Place Like Home ("NPLH") program, and includes competitive and non-competitive funding allocations. Pursuant to HCD rules, the County of Fresno signed a Standard Agreement with HCD to govern the use of these funds.

The purpose of this Board action is to enter into three separate memoranda of understanding (MOU) for three recently completed affordable housing properties, namely The Villages @ Broadway, The Villages @ Paragon, and Alegre Commons. The three properties were underwritten by investors utilizing NPLH funding and assumed the provision of services as committed by the County of Fresno Department of Behavioral Health.

The MOU outlines service provision for households within the three complexes. These services are designed for formerly homeless and special needs adults and delivered by qualified staff from the Department of Behavioral Health or one of their contracted service providers.

Recommendation

It is recommended that the Boards of Commissioners approve entry into MOUs for the provision of services for The Villages @ Paragon, The Villages @ Broadway and Alegre Commons, and further authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

Fiscal Impact

The MOU provides funding in support of services to the three properties from the County of Fresno. No additional cost is to be paid for by to Fresno Housing in regards to the MOU.

Background Information

FRESNO HOUSING

The Villages @ Paragon involved the rehabilitation of a Fresno Housing owned property into permanent supportive housing under the LIHTC program. The property is located at 4041 Plaza Drive, Fresno, California. Work was completed in late 2021 and the property's 28 units are now occupied.

The Villages @ Broadway involved the adaptive reuse of a motel at 1828 Broadway Street, Fresno, 93721, into 26 permanent supportive housing units. Work was completed in early 2022.

Alegre Commons, located at 130 W Barstow Avenue, Fresno, is a 42-unit mixed population new construction. It is targeted for completion in October 2022.

Past Board Actions

- **January 22, 2019** - Resolution authorizing the CEO/Executive Director to negotiate and execute a Memorandum of Understanding between the Housing Authority of Fresno County, CA and the County of Fresno Department of Behavioral Health to work in partnership to provide permanent supportive housing

MEMORANDUM OF UNDERSTANDING *

This Memorandum of Understanding ("MOU") is dated _____ and is between Villages at Paragon, Limited Partnership, a California Limited Partnership whose address is 1331 Fulton Street, Fresno, CA 93721 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. In collaboration with Contractor, County, through its Department of Behavioral Health ("DBH"), has received funds from the State Department of Housing and Community Development ("HCD") pursuant to Proposition 2, the No Place Like Home Program ("NPLH"). NPLH was approved by the voters of the State of California in November of 2018. NPLH funds may only be used by DBH in accordance with Proposition 2 and California Code of Regulations Division 5, Part 3.9, et. Seq.

B. County's Department of Behavioral Health ("DBH") needs high quality, safe, and affordable permanent supportive housing for persons with serious mental illness or a serious emotional disturbance experiencing homelessness.

C. Contractor has acquired the site at 4041 Plaza Drive West, Fresno, CA 93702 identified as Villages at Paragon, LP, Development ("Development"), to be operated as permanent supportive housing.

D. Parties have signed Standard Agreement No 18-NPLH-12658 with HCD to access NPLH funds for the construction of the Development. This 30-year agreement commits the County to provide mental health services and provide or refer to other supportive services for a minimum of 20 years.

E. The purpose of this MOU is to clearly identify the roles and responsibilities of Contractor and County.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Responsibilities**

3 1.1 **Guiding Principles of Care Delivery.** Contractor shall provide services in
4 accordance with the vision, mission, and guiding principles of the County's DBH, as further
5 described in Exhibit A, "Guiding Principles of Care Delivery," attached hereto and by this
6 reference incorporated herein and made part of this Agreement.

7 1.2 **Consideration of Circumstances.** The parties understand and agree NPLH-eligible
8 households are disabled households who may be entitled to reasonable accommodations in the
9 eligibility review and admission process. Contractor shall establish and implement a procedure
10 to respond to circumstances that may result in denial of an applicant and requests for
11 reasonable accommodation by all applicants. Such procedures shall provide for the following:

12 (A) Contractor to consider all relevant circumstances when deciding whether to deny
13 admission based on an individual's past history except in the situations for which denial
14 of admission is mandated, such as being a registered sex offender or being convicted of
15 manufacturing or producing methamphetamine on the premises of federally assisted
16 housing.

17 (B) In deciding whether or not to deny admission or assistance because of an action
18 or failure to act by an individual, Contractor has discretion to consider all relevant
19 circumstances in each case, including seriousness of the case. Contractor will use its
20 discretion in reviewing the extent of participation or culpability of an individual, mitigating
21 circumstances related to the disability of an individual, and the passage of time since the
22 individual's actions or failure to act. When the ground for denial of admission or
23 assistance is related to criminal activity, such as factors as disclosure of the criminal act,
24 completion of rehabilitative treatment for drug-related offenses, and type and longevity
25 since the conviction will be considered.

26 (C) In determining whether to deny admission for illegal use of drugs or alcohol
27 abuse by a household member who is no longer engaged in such behavior, Contractor
28 will consider whether an individual is participating in or has successfully completed a

1 supervised drug or alcohol rehabilitation program or has otherwise been successfully
2 rehabilitated. Contractor may require the individual to submit evidence of the household
3 member's current participation, or successful completion of a supervised drug or alcohol
4 rehabilitation program.

5 (D) If denial is based upon behavior resulting from a disability, Contractor will delay
6 the denial in order to determine if there is a reasonable accommodation which would
7 negate the behavior resulting from the disability.

8 (E) Contractor shall provide a notice to all applicants that disabled applicants may be
9 entitled to a reasonable accommodation in the tenant selection and admission process.

10 (F) If Contractor intends to deny a requested accommodation because it is deemed
11 unreasonable, Contractor shall make efforts to determine if there is an alternative
12 reasonable accommodation that would effectively address the applicant's disability
13 related needs.

14 (G) Contractor shall not be obligated to admit an NPLH-Eligible applicant who
15 requires supportive services as a reasonable accommodation to meet the terms of the
16 tenancy if such applicant does not have access to supportive services or cannot
17 otherwise obtain such supportive services.

18 (H) Nothing herein shall require the Contractor to keep units vacant for a period of
19 longer than thirty (30) days in order to determine if there are reasonable
20 accommodations that can be offered to the applicant to allow the applicant to meet the
21 terms and conditions of tenancy.

22 (I) The Parties hereto expressly agree that Contractor has no role or responsibility in
23 the provision of supportive services, the manner and method of the provision of such
24 supportive services, the determination of the appropriate level of supportive services, or
25 any decision regarding such supportive services. Contractor's role is limited to the care
26 and maintenance of the physical condition of the Development and administering the
27 application and tenant selection process for occupancy of units within the Development
28 that are subject to this MOU.

1 1.3 **NPLH Unit Designation.** Contractor shall make available 13 units for certified
2 NPLH-eligible tenants, as defined in Exhibit B. Upon referral from the Coordinated Entry System
3 (CES) and meeting Contractor's income verification and background check, Contractor shall
4 select NPLH-eligible tenants for occupancy of said units.

5 1.4 **Move-In Process.** Contractor shall establish reasonable move-in procedures and
6 provide copies of such procedures to County at least thirty (30) days prior to rent-up (defined as
7 30 days prior to renting to the NPLH rental applicant). In the event Contractor modifies
8 Contractor's move-in procedures, Contractor shall provide County copies of such modified
9 move-in procedures at least thirty (30) days prior to implementing such procedures. Contractor
10 shall notify County ten (10) days prior to the day and time of move-in. Contractor shall provide
11 an orientation of the requirements of the Lease and the House Rules to new tenants to establish
12 property management expectations in areas such as expectations of tenancy, County's contact
13 information to learn about the availability of supportive services, use of common areas (e.g.
14 recreation areas, meeting room facilities, etc.), rent collection, maintenance requests, etc..
15 Contractor shall provide County with current copies of the Lease and House Rules.

16 1.5 **Property Management.** Contractor shall manage and monitor the Development,
17 including developing and implementing policies and procedures for tenants to submit requests
18 for repairs, rent collections, and maintaining the condition of the property.

19 (A) Contractor shall carry out rent collection and administration.

20 (B) Contractor shall prepare operating budgets and cost estimates for the
21 Development, excluding budgets related to the provision of supportive services.

22 (C) Contractor shall maintain the waitlist, including adding new eligible and NPLH-
23 certified applicants referred by CES. It shall be the responsibility of Contractor to ensure
24 an adequate number of potential NPLH-eligible applicants remain on the site-based
25 waitlist. Contractor shall notify County and eligible applicants from the waitlist of
26 vacancies in the NPLH units.

27 (D) Contractor shall develop and maintain a clear separation of responsibilities and
28 duties between the onsite property manager and the supportive services provider staff.

1 (E) Contractor shall provide County with a description of Contractor duties and
2 responsibilities.

3 (F) Contractor shall establish policies and procedures agreed upon by County for
4 resolving conflicts between property management and supportive services provider staff
5 when they cannot agree on a course of action.

6 (G) Contractor shall develop and maintain a log identifying NPLH-tenants' assigned
7 clinicians/case managers and contact information.

8 (H) Contractor shall provide property maintenance, including having the capacity to
9 respond to tenants' requests for service within twenty-four (24) to seventy-two (72)
10 hours, contingent upon the nature of the request. This shall also include providing facility
11 and maintenance support to areas utilized for any onsite service provision that is
12 equivalent to the level of maintenance provided to tenants. Contractor shall provide
13 County staff with written policies and procedures for maintenance requests, including
14 any forms that must be completed to request maintenance work.

15 (I) Contractor shall ensure that staff working in the Development, including office
16 staff, are introduced to the County staff and are aware of the roles and responsibilities of
17 the supportive services provider staff.

18 (J) Contractor shall establish policies and procedures that ensure tenant's access to
19 Contractor for routine business, during normal operating hours, and any time for
20 emergencies.

21 (K) Contractor shall provide the County access to Contractor representative twenty-
22 four (24) hours per day for emergencies.

23 (L) Contractor shall develop plans for the establishment of a tenant advisory council
24 or other structures to solicit tenant input regarding house policies and rules.

25 **1.6 Lease Violation Interventions/Eviction Prevention.** Contractor shall establish
26 policies to refer tenants to County so that they may obtain supportive services with the goal of
27 retaining their housing in times of crisis.
28

1 1.7 **Safety, Security, and Emergency Response.** Contractor shall provide semi-annual
2 meetings for tenants and staff on basic safety and evacuation procedures. Current evacuation
3 plans shall be posted for the Development onsite and be provided to County staff. Contractor
4 shall ensure all onsite staff are trained when to call emergency medical personnel or the police
5 and when to communicate with their supervisors and/or the County in the event of an
6 emergency. Contractor shall train onsite staff to maintain an incident log and to allow County to
7 review said log on a monthly basis. Contractor shall train onsite staff to consult County staff if
8 they have a question regarding the proper way to handle a tenant crisis situation or to make
9 referrals.

10 1.8 **Communication.** Contractor shall notify County:

11 (A) Immediately of any upcoming vacancies in NPLH units.

12 (B) Immediately of any incidents that could potentially jeopardize a resident's
13 tenancy, including any critical incidents resulting in loss of life, serious bodily harm, or
14 significant property damage.

15 (C) Weekly when a tenant is displaying behaviors that could jeopardize tenancy,
16 such as failure to pay rent or conflicts with property management or other tenants.

17 (D) If supportive service providers have been non-responsive to requests regarding a
18 tenant.

19 (E) Of any potential charges to the regular operations of the Development, or any
20 potential changes or losses of funding that could impact the operations of the housing
21 site.

22 (F) And provide County with a directory of key staff within their respective
23 organizations. The directory shall include e-mail, fax, and phone numbers where
24 available and appropriate.

25 1.9 **Training.** Contractor shall cross-train with County in order to facilitate understanding
26 of staff responsibilities, as needed. Contractor shall conduct regular trainings for staff to
27 maintain tenant confidentiality and include maintenance of tenant confidentiality as a work
28 performance expectation for all appropriate job classifications. Contractor shall reference the

Supportive Housing Property Management Operations Manual published by the Corporation for Supportive Housing as a guide and reference tool for the successful cooperative operation of supportive housing at the Development.

1.10 **Complaints.** Contractor shall log complaints and the disposition of all complaints from a tenant or a tenant's family. Contractor shall provide a copy of detailed complaint log entries concerning MHSA tenants to County at monthly intervals by the tenth (10th) day of the following month, in a format that is mutually agreed upon. Besides the detailed complaint log, Contractor shall provide details and attach documentation of each complaint with the log.

1.11 **Representation.** Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.12 **Compliance with Laws.** Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Responsibilities

2.1 **Outreach, Application, and Screening.** County and its provider network shall provide assistance to potential Development applicants with the application process. This includes providing guidance in completing and organizing the application, gathering the information necessary to document applicant's income, and communicating with Contractor to discuss the status of their review. As needed, County and its provider network shall also assist applicants in requesting and obtaining a reasonable accommodation in the application and selection process.

2.2 **Deposit Assistance.** County shall be responsible for each of the 13 NPLH housing units for rental security deposits in the amount of Eight Hundred and no/100 dollars (\$800.00) for every NPLH tenant. County shall make such security deposits available to Contractor as described in Article 3 of this Agreement. Such security deposits shall be for the purposes of

1 repair expense for damages caused to NPLH housing units as a result of NPLH tenants during
2 tenant occupancy.

3 (A) Upon move-out of a NPLH tenant, an itemized statement from Contractor for
4 damage caused by a NPLH tenant will be sent to County for such expenses not to
5 exceed Eight Hundred and no/100 dollars (\$800.00) for each NPLH tenant. If, at move-
6 out, it is determined there will be a whole or partial refund of the security deposit to
7 County after all move-out inspections are complete, the refund will be mailed back to
8 County. Only those damages to NPLH housing units caused by NPLH tenants will be
9 eligible for the deduction from the security deposit provided by County to Contractor
10 (example: torn rugs, damaged walls, etc.).

11 (B) NPLH tenant security deposit funds shall not be applied towards needed repairs
12 for usual or normal wear and tear (broken faucet, leaky toilet, etc., (unless damage is
13 caused by tenant)), or to comprehensive systems serving the larger Development
14 (HVAC system, etc.). Such repairs/expenses will be the responsibility of Contractor.

15 **2.3 Move-In Process.** County shall meet with incoming tenants at the time of move-in.
16 Designated staff shall orient new tenants to the services available on-site and provide new
17 tenants with information on community resources and opportunities to participate in supportive
18 services.

19 **2.4 Supportive Services.** The County shall assist tenants at the Development by
20 linking/engaging tenants to an array of appropriate community services. Supportive services are
21 designed to help tenants retain their housing and assist in recovery and wellness. Supportive
22 services staff will work to ensure tenants have linkages that are appropriate and desired, such
23 as screening, individual needs assessment, support sessions for individual and groups, direct
24 assistance to tenants that supports self-sufficiency and independent living, response to crisis
25 and crisis intervention, as well as linkage of tenants to physical health staff for medication
26 support services. Supportive services also include a degree of case management through
27 community linkage, advocacy, and outreach services to inform tenants of community resources.
28

2.5 **Lease Violation Interventions/Eviction Prevention.** County shall collaborate with the tenant and Contractor to establish plans to help tenants obtain the appropriate support and services they need to retain their housing. If tenant is in rent arrears, County shall work with Contractor to support development of rent repayment plans for tenants.

2.6 **Communication.** County shall conduct meetings with Contractor, monthly or as needed, to discuss coordination of services, referrals, and vacancies. County shall notify Contractor of any changes in supportive services available to tenants and any potential changes or losses of funding that could impact the availability of supportive services. County supportive services staff shall meet weekly with Contractor property management staff to identify tenant behaviors that could jeopardize tenancy. County shall act as a liaison between the tenant, Contractor, and mental health service providers to facilitate the communication of concerns that could jeopardize a tenant's residency. County shall promptly notify Contractor when they observe safety or maintenance concerns. County shall share directories of key staff within their respective organizations. The directory shall include e-mail, fax, and phone numbers where available and appropriate.

2.7 **Training.** County shall cross-train with Contractor in order to facilitate understanding of staff responsibilities, as needed. County shall conduct regular trainings for staff to maintain tenant confidentiality and include maintenance of tenant confidentiality as a work performance expectation for all appropriate job classifications. County shall reference the *Supportive Housing Property Management Operations Manual* published by the Corporation for Supportive Housing as a guide and reference tool for the successful cooperative operation of supportive housing at the Development.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and Contractor agrees to receive, compensation for the deposit assistance under this Agreement as described in Article 2 Section 2.

3.2 **Maximum Compensation.** The maximum amount to be paid to Contractor by County under this Agreement each fiscal year is Twenty Thousand, Eight-Hundred and no/100

Dollars (\$20,800.00). In no event shall maximum compensation under this Agreement be in excess of One Hundred-Four Thousand and no/100 Dollars (\$104,000.00). Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. Contractor further acknowledges that County employees have no authority to pay Contractor except as expressly provided in this Agreement.

3.3 **Invoices.** Contractor shall electronically submit invoices in arrears by the 10th day of each month for deposit assistance for move ins to any of the 13 NPLH units as described in Article 2 Section 2 of this Agreement that occurred the previous month to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-invoices@fresnocountyca.gov ; and 3) dbhhousing@fresnocountyca.gov with a copy to the assigned County's DBH Staff Analyst.

Reports and other documentation required in this Agreement will be in a form and in such detail as acceptable to County's DBH. If an invoice is incorrect or is otherwise not in proper form or substance, County's DBH Director or designee shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after 5 days prior notice to Contractor. Contractor agrees to continue to provide services for a period of 90 days after notification of an incorrect or improper invoice. If after said 90-day period said invoice(s) is still not corrected to County's DBH Director or designee's satisfaction, County's DBH Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Article 6 "Termination and Suspension."

3.4 **Deposit Refunds.** For each move-out of a tenant from a NPLH unit, Contractor shall provide County with a line-item expense sheet of maintenance costs incurred due to tenant-caused damages to the unit. This shall be electronically submitted to: 1) dbhhousing@fresnocountyca.gov and 2) the assigned County's DBH Staff Analyst. County shall review the expense sheet and shall dispute costs against the deposit that are not as described

in Article 2 Section 2 of this Agreement. Contractor shall reimburse the County for any disputed amount that is not described in Article 2 Section 2 of this Agreement.

3.5 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to Contractor's address specified in the invoice.

3.6 **Incidental Expenses.** Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective retroactively to the 1st day of November, 2021 and terminates on the 30th day of June, 2024, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of the Department of Behavioral Health or their designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Director, Department of Behavioral Health

County of Fresno

1925 E Dakota Ave

Fresno, CA 93726

Email: dbhcontractedservicesdivision@fresnocountyca.gov

For Contractor:

Chief Executive Officer

Fresno Housing Authority
1331 Fulton Street
Fresno, CA 93721
Email: twilliams@fresnohousing.org

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then any party, upon at least 30 days' advance written notice to the other,
6 may:

7 (A) Modify the services provided under this Agreement; or

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has
11 occurred, County or Contractor may give written notice of the breach to the respective
12 party. The written notice may suspend performance under this Agreement, and must
13 provide at least 30 days for County or Contractor to cure the breach.

14 (B) If Contractor or County fails to cure the breach to the County's satisfaction within
15 the time stated in the written notice, the County or Contractor may terminate this
16 Agreement immediately.

17 (C) For purposes of this section, a breach occurs when, in the determination of the
18 County or Contractor has:

19 (1) Obtained or used funds illegally or improperly;

20 (2) Failed to comply with any part of this Agreement;

21 (3) Submitted a substantially incorrect or incomplete report to the County; or

22 (4) Improperly performed any of its obligations under this Agreement.

23 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
24 County or Contractor may terminate this Agreement by giving at least 30 days advance written
25 notice to the respective party.

26 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
27 or Contractor under this Article 6 is without penalty to or further obligation of the County or
28 Contractor.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by Contractor of any monies disbursed to Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Confidentiality

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

Article 8

Data Security

8.1 For the purpose of preventing the potential loss, misappropriation , or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations, individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services under this MOU must employ adequate data security measures to protect the confidential information provided to Contractor by the County, including but not limited to the following:

(A) Contractor may not connect to County networks via personally owned mobile, wireless, or handheld devices, unless the following conditions are met:

- (1) Contractor has received authorization by County for telecommuting purposes;
- (2) Current virus protection software is in place;
- (3) Mobile device has the remote wipe feature enabled; and
- (4) A secure connection is used.

(B) Contractor may not bring Contractor-owned computers or computer peripherals into the County for use without prior authorization from the County's Chief Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is

1 approved to be transferred, data must be stored on a secure server approved by the
2 County and transferred by means of a Virtual Private Network (VPN) connection, or
3 another type of secure connection. Said data must be encrypted.

4 (C) Contractor or anyone having an employment relationship with the County may
5 not use County computers or computer peripherals on non-County premises without
6 prior authorization from the County's Chief Information Officer, and/or designee(s).

7 (D) Contractor may not store County's private, confidential, or sensitive data on any
8 hard-disk drive, portable storage device, or remote storage installation unless encrypted.

9 (E) Contractor shall be responsible to employ strict controls to ensure the integrity
10 and security of County's confidential information and to prevent unauthorized access,
11 viewing, use or disclosure of data maintained in computer files, program documentation,
12 data processing systems, data files and data processing equipment which stores or
13 processes County data internally and externally.

14 (F) Confidential client information transmitted to one party by the other by means of
15 electronic transmissions must be encrypted according to Advanced Encryption
16 Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be
17 utilized.

18 (G) Contractor is responsible to immediately notify County of any violations,
19 breaches or potential breaches of security related to County's confidential information,
20 data maintained in computer files, program documentation, data processing systems,
21 data files and data processing equipment which stores or processes County data
22 internally or externally.

23 (H) County shall provide oversight to Contractor's response to all incidents arising
24 from a possible breach of security related to County's confidential client information
25 provided to Contractor. Contractor will be responsible to issue any notification to affected
26 individuals as required by law or as deemed necessary by County in its sole discretion.
27 Contractor will be responsible for all costs incurred as a result of providing the required
28 notification.

1 **Article 9**

2 **Independent Contractor**

3 9.1 **Status.** In performing under this Agreement, Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of Contractor's performance under this Agreement, but the County may
9 verify that Contractor is performing according to the terms of this Agreement.

10 9.3 **Benefits.** Because of its status as an independent contractor, Contractor has no
11 right to employment rights or benefits available to County employees. Contractor is solely
12 responsible for providing to its own employees all employee benefits required by law. Contractor
13 shall save the County harmless from all matters relating to the payment of Contractor's
14 employees, including compliance with Social Security withholding and all related regulations.

15 9.4 **Services to Others.** The parties acknowledge that, during the term of this
16 Agreement, Contractor may provide services to others unrelated to the County.

17 **Article 10**

18 **Indemnity and Defense**

19 10.1 **Indemnity.** Contractor shall indemnify and hold harmless and defend the County
20 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
21 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
22 any kind to the County, Contractor, or any third party that arise from or relate to the performance
23 or failure to perform by Contractor (or any of its officers, agents, subcontractors, or employees)
24 under this Agreement. The County may conduct or participate in its own defense without
25 affecting Contractor's obligation to indemnify and hold harmless or defend the County.

26 10.2 **Survival.** This Article 8 survives the termination of this Agreement.
27
28

1 **Article 11**

2 **Insurance**

3 11.1 Contractor shall comply with all the insurance requirements in Exhibit C to this
4 Agreement.

5 **Article 12**

6 **Inspections, Audits, and Public Records**

7 12.1 **Inspection of Documents.** Contractor shall make available to the County, and the
8 County may examine at any time during business hours and as often as the County deems
9 necessary, all of Contractor's records and data with respect to the matters covered by this
10 Agreement, excluding attorney-client privileged communications. Contractor shall, upon request
11 by the County, permit the County to audit and inspect all of such records and data to ensure
12 Contractor's compliance with the terms of this Agreement.

13 12.2 **State Audit Requirements.** If the compensation to be paid by the County under this
14 Agreement exceeds \$10,000, Contractor is subject to the examination and audit of the
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three
16 years after final payment under this Agreement. This section survives the termination of this
17 Agreement.

18 12.3 **Public Records.** The County is not limited in any manner with respect to its public
19 disclosure of this Agreement or any record or data that Contractor may provide to the County.
20 The County's public disclosure of this Agreement or any record or data that Contractor may
21 provide to the County may include but is not limited to the following:

22 (A) The County may voluntarily, or upon request by any member of the public or
23 governmental agency, disclose this Agreement to the public or such governmental
24 agency.

25 (B) The County may voluntarily, or upon request by any member of the public or
26 governmental agency, disclose to the public or such governmental agency any record or
27 data that Contractor may provide to the County, unless such disclosure is prohibited by
28 court order.

1 (C) This Agreement, and any record or data that Contractor may provide to the
2 County, is subject to public disclosure under the Ralph M. Brown Act (California
3 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

4 (D) This Agreement, and any record or data that Contractor may provide to the
5 County, is subject to public disclosure as a public record under the California Public
6 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
7 with section 6250) ("CPRA").

8 (E) This Agreement, and any record or data that Contractor may provide to the
9 County, is subject to public disclosure as information concerning the conduct of the
10 people's business of the State of California under California Constitution, Article 1,
11 section 3, subdivision (b).

12 (F) Any marking of confidentiality or restricted access upon or otherwise made with
13 respect to any record or data that Contractor may provide to the County shall be
14 disregarded and have no effect on the County's right or duty to disclose to the public or
15 governmental agency any such record or data.

16 **12.4 Public Records Act Requests.** If the County receives a written or oral request
17 under the CPRA to publicly disclose any record that is in Contractor's possession or control, and
18 which the County has a right, under any provision of this Agreement or applicable law, to
19 possess or control, then the County may demand, in writing, that Contractor deliver to the
20 County, for purposes of public disclosure, the requested records that may be in the possession
21 or control of Contractor. Within five business days after the County's demand, Contractor shall
22 (a) deliver to the County all of the requested records that are in Contractor's possession or
23 control, together with a written statement that Contractor, after conducting a diligent search, has
24 produced all requested records that are in Contractor's possession or control, or (b) provide to
25 the County a written statement that Contractor, after conducting a diligent search, does not
26 possess or control any of the requested records. Contractor shall cooperate with the County
27 with respect to any County demand for such records. If Contractor wishes to assert that any
28 specific record or data is exempt from disclosure under the CPRA or other applicable law, it

1 must deliver the record or data to the County and assert the exemption by citation to specific
2 legal authority within the written statement that it provides to the County under this section.
3 Contractor's assertion of any exemption from disclosure is not binding on the County, but the
4 County will give at least 10 days' advance written notice to Contractor before disclosing any
5 record subject to Contractor's assertion of exemption from disclosure. Contractor shall
6 indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA
7 that results from Contractor's delay, claim of exemption, failure to produce any such records, or
8 failure to cooperate with the County with respect to any County demand for any such records.

9 **Article 13**

10 **Disclosure of Self-Dealing Transactions**

11 13.1 **Applicability.** This Article 11 applies if Contractor is operating as a corporation, or
12 changes its status to operate as a corporation.

13 13.2 **Duty to Disclose.** If any member of Contractor's board of directors is party to a self-
14 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-
15 Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to the
16 County before commencing the transaction or immediately after.

17 13.3 **Definition.** "Self-dealing transaction" means a transaction to which Contractor is a
18 party and in which one or more of its directors, as an individual, has a material financial interest.

19 **Article 14**

20 **General Terms**

21 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
22 Agreement may not be modified, and no waiver is effective, except by written agreement signed
23 by both parties. Notwithstanding the above, changes to services, staffing, and responsibilities of
24 Contractor, as needed, to accommodate changes in the laws relating to permanent supportive
25 housing services may be made with the signed written approval of County's DBH Director or
26 designee and Contractor through an amendment approved by County's County Counsel and the
27 County's Auditor-Controller's Office.
28

1 14.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
2 under this Agreement without the prior written consent of the other party.

3 14.3 **Governing Law.** The laws of the State of California govern all matters arising from
4 or related to this Agreement.

5 14.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
6 County, California. Contractor consents to California jurisdiction for actions arising from or
7 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
8 brought and maintained in Fresno County.

9 14.5 **Construction.** The final form of this Agreement is the result of the parties' combined
10 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
11 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
12 against either party.

13 14.6 **Days.** Unless otherwise specified, "days" means calendar days.

14 14.7 **Headings.** The headings and section titles in this Agreement are for convenience
15 only and are not part of this Agreement.

16 14.8 **Severability.** If anything in this Agreement is found by a court of competent
17 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
18 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
19 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
20 intent.

21 14.9 **Nondiscrimination.** During the performance of this Agreement, Contractor shall not
22 unlawfully discriminate against any employee or applicant for employment, or recipient of
23 services, because of race, religious creed, color, national origin, ancestry, physical disability,
24 mental disability, medical condition, genetic information, marital status, sex, gender, gender
25 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
26 all applicable State of California and federal statutes and regulation.

27 14.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
28 of Contractor under this Agreement on any one or more occasions is not a waiver of

performance of any continuing or other obligation of Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

14.11 Entire Agreement. This Agreement, including its exhibits, is the entire agreement between Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

14.12 No Third-Party Beneficiaries. This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

14.13 Authorized Signature. Contractor represents and warrants to the County that:

(A) Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of Contractor is duly authorized to do so and his or her signature on this Agreement legally binds Contractor to the terms of this Agreement.

14.14 Electronic Signatures. The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or

1 judicial proceeding, and (2) has the same force and effect as the valid original
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
5 Part 2, Title 2.5, beginning with section 1633.1).

6 (D) Each party using a digital signature represents that it has undertaken and
7 satisfied the requirements of Government Code section 16.5, subdivision (a),
8 paragraphs (1) through (5), and agrees that each other party may rely upon that
9 representation.

10 (E) This Agreement is not conditioned upon the parties conducting the transactions
11 under it by electronic means and either party may sign this Agreement with an original
12 handwritten signature.

13 14.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
14 original, and all of which together constitute this Agreement.

15 [SIGNATURE PAGE FOLLOWS]
16
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28

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Villages at Paragon, LP

COUNTY OF FRESNO

3 By: Housing Authority of the City of Fresno, its
4 Administrative General Partner

5 Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

6 Tyrone Roderick Williams, Chief Executive Officer

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

7 1331 Fulton Street
8 Fresno, CA 93721

9 By: _____
Deputy

10 For accounting use only:

11 Org No.: 56304817
12 Account No.: 7295/0
13 Fund No.: 0001
Subclass No.: 1000

Exhibit B

NO PLACE LIKE HOME (NPLH)

ELIGIBLE HOUSEHOLDS

To be eligible for the NPLH Housing Program, an applicant must meet the eligibility criteria listed below at the time a NPLH housing unit becomes available.

Certification of an applicant's eligibility will be determined by the Fresno Madera Continuum of Care (FMCoC) – Coordinated Entry System (CES) which utilizes a standard assessment tool (VI-SPDAT) to ensure those applicants have the greatest need for supportive housing and the most barriers to housing retention are prioritized for any available NPLH-restricted units.

Eligibility Criteria #1:

The applicant must be an adult age 18 or older living with diagnosed Serious Mental Illness (SMI) or Seriously Emotionally Disturbed (SED) Children or Adolescent as defined in California Welfare and Institutions Code Section 5600.3 (a and b); who meet one or more of the following NPLH homeless criteria as defined in the NPLH Guidelines.

Eligibility Criteria #2:

"Homeless", "Chronically Homeless", or "At-Risk of Chronic Homelessness" as defined by the California Department of Housing and Community Development (HCD)/California Housing Finance Agency (CalHFA) NPLH Housing Program Application.

Homeless, Chronically Homeless, or At-Risk of Chronic Homelessness Definition

1. "Homeless" for this Program means adults or older adults with a Serious Mental Illness or Seriously Emotionally Disturbed Children or Adolescents who meet the criteria below, according to 24 CFR Section 578.3, which include:
 - a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual or family with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping

Exhibit B

- accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground, or
- ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals), or
 - iii. An individual who is exiting an institution where they resided for 90 days or less, and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- b. An individual or family who will imminently lose their primary nighttime residence provided that:
- i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance,
 - ii. No subsequent residence has been identified, and
 - iii. The individual or family lacks the resource or support networks, such as family, friends, faith-based or social networks, needed to obtain other permanent housing.
- c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless, but who:
- i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 USC 1786 (b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a),

Exhibit B

- ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any during the 60-day period immediately preceding the date of application for homeless assistance,
 - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance, and
 - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- d. Any individual or family who:
- i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence,
 - ii. Has no other residence, and
 - iii. Lacks the resources or support networks, such as family, friends, and faith-based or other social networks, to obtain other permanent housing.
2. "Chronically Homeless" for this Program means an adult or other adult with a Serious Mental Illness or Seriously Emotionally Disturbed Children or Adolescents who meet the

Exhibit B

criteria below according to 24 Code of Federal Regulations Section 578.3, as that section read on May 1, 2016:

- a. A “homeless individual with a disability,” as defined in Section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who
 - i. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been Homeless and living as described in paragraph (1)(A) of this definition continuously for at least 12 months, or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months, and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1). Stays in institutional care facilities for fewer than 90 days will not constitute a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
 - b. An individual who has been residing in an institutional care facility, including a jail substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
 - c. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been Homeless.
3. “At-Risk of Chronic Homelessness” for this Program means an adult or older adult with a Serious Mental Illness or Seriously Emotionally Disturbed Children or Adolescents who meet one or more of the criteria below. All persons qualifying under this definition must be prioritized for available housing by using a standardized assessment tool that

Exhibit B

ensures that those with the greatest need for Permanent Supportive Housing and the most barriers to housing retention are prioritized for the Assisted Units available to persons At-Risk of Chronic Homelessness pursuant to the terms of the Project regulatory agreement. Qualification under this definition can be done in accordance with established protocols of the Coordinated Entry System, or other alternate system used to prioritize those with the greatest needs among those At-Risk of Chronic Homelessness for referral to available Assisted Units, that meet the requirements of these Guidelines, including but not limited to, Section 206 (Occupancy and Income Requirements), and Section 211 (Tenant Selection).

Persons qualifying under this definition are persons who are at high-risk of long-term or intermittent homelessness, including:

1. Pursuant to Welfare and Institutions Code Section 5849.2, persons exiting institutionalized settings, such as jail or prison, hospitals, institutes of mental disease, nursing facilities, or long-term residential substance use disorder treatment, who were Homeless prior to admission to the institutional setting;
2. Transition-Age Youth experiencing homelessness or with significant barriers to housing stability, including, but not limited to, one or more evictions or episodes of homelessness, and a history of foster care or involvement with the juvenile justice system; and others as set forth below;
3. Persons, including Transition-Age Youth, who, prior to entering into one of the facilities or types of institutional care listed herein, had a history of being Homeless as defined under this subsection (f)(3): a state hospital, hospital behavioral health unit, hospital emergency room, institute for mental disease, psychiatric health facility, mental health rehabilitation center, skilled nursing facility, developmental center, residential treatment program, residence care facility, community crisis center, board and care facility, prison, parole, jail, or juvenile detention facility, or foster care. Having a history of being Homeless means, at a minimum, one or more episodes of homelessness in the 12 months prior to entering one of the facilities or types of institutional care listed herein.

Exhibit B

The CES (as defined in Section 101(n)), or other local system used to prioritize persons At-Risk of Chronic Homelessness for available Assisted Units may impose longer periods to satisfy the requirement that persons under this paragraph must have a history of being Homeless.

4. The limitations in subsection (w)(a)(iii) pertaining to the definition of “Homeless” shall not apply to persons At-Risk of Chronic Homelessness, meaning that as long as the requirements in subsections (f)(1) – (3) above are met:
 - a. Persons who have resided in one or more of the settings described above in subsection (f)(1) or (f)(3) for any length of time may qualify as Homeless upon exit from the facility, regardless of the amount of spent in such facility; and
 - b. Homeless Persons who, in the 12 months prior to entry into any of the facilities or types of institutional care listed above, have resided at least once in any kind of publicly or privately operated temporary housing, including congregate shelters, transitional, interim, or bridge housing, or hotels or motels, may qualify as At-Risk of Chronic Homelessness.

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

Exhibit C

- (H) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the

Exhibit C

operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of

Exhibit C

worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit D

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

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

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

**RESOLUTION AUTHORIZING ENTRY INTO A MEMORANDUM OF
UNDERSTANDING WITH THE COUNTY OF FRESNO DEPARTMENT OF BEHAVIORAL
HEALTH FOR THE VILLAGES @ PARAGON**

WHEREAS, the Housing Authority of the 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 and improve the quality of life of residents within affordable housing properties; and

WHEREAS, on August 29, 2019, the Agency signed an agreement with the County of Fresno, with activities assigned to its Department of Behavioral Health (“DBH”), for the utilization of funding from the California Department of Housing and Community Development (“HCD”)’s No Place Like Home (“NPLH”) program and wherein the agreement included a general commitment for the provision of services for future developments; and

WHEREAS, the provision of NPLH funding and DBH services were assumed in the underwriting of The Villages @ Paragon and the Agency, as Administrative General Partner, entered into a Standard Agreement with the California Department of Housing and Community Development; and

WHEREAS, the Agency desires to enter into a Memorandum of Understanding with the County of Fresno Department of Behavioral Health for services to the formerly homeless and special needs populations residing at The Villages @ Paragon; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California do hereby authorize entry into Memorandum of Understanding with the County of Fresno Department of Behavioral Health for The Villages @ Paragon and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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, CALIFORNIA

**RESOLUTION AUTHORIZING ENTRY INTO A MEMORANDUM OF
UNDERSTANDING WITH THE COUNTY OF FRESNO DEPARTMENT OF BEHAVIORAL
HEALTH FOR ALEGRE COMMONS**

WHEREAS, the Housing Authority of the 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 and improve the quality of life of residents within affordable housing properties; and

WHEREAS, on August 29, 2019, the Agency signed an agreement with the County of Fresno, with activities assigned to its Department of Behavioral Health (“DBH”), for the utilization of funding from the California Department of Housing and Community Development (“HCD”)’s No Place Like Home (“NPLH”) program and wherein the agreement included a general commitment for the provision of services for future developments; and

WHEREAS, the provision of NPLH funding and DBH services were assumed in the underwriting of Alegre Commons and the Agency, as Administrative General Partner, entered into a Standard Agreement with the California Department of Housing and Community Development; and

WHEREAS, the Agency desires to enter into a Memorandum of Understanding with the County of Fresno Department of Behavioral Health for services to the formerly homeless and special needs populations residing at Alegre Commons; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California do hereby authorize entry into Memorandum of Understanding with the County of Fresno Department of Behavioral Health for Alegre Commons and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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, CALIFORNIA

**RESOLUTION AUTHORIZING ENTRY INTO A MEMORANDUM OF
UNDERSTANDING WITH THE COUNTY OF FRESNO DEPARTMENT OF BEHAVIORAL
HEALTH FOR THE VILLAGES @ BROADWAY**

WHEREAS, the Housing Authority of the 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 and improve the quality of life of residents within affordable housing properties; and

WHEREAS, on August 29, 2019, the Agency signed an agreement with the County of Fresno, with activities assigned to its Department of Behavioral Health (“DBH”), for the utilization of funding from the California Department of Housing and Community Development (“HCD”)’s No Place Like Home (“NPLH”) program and wherein the agreement included a general commitment for the provision of services for future developments; and

WHEREAS, the provision of NPLH funding and DBH services were assumed in the underwriting of The Villages @ Broadway and the Agency, as Administrative General Partner, entered into a Standard Agreement with the California Department of Housing and Community Development; and

WHEREAS, the Agency desires to enter into a Memorandum of Understanding with the County of Fresno Department of Behavioral Health for services to the formerly homeless and special needs populations residing at The Villages @ Broadway; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California do hereby authorize entry into Memorandum of Understanding with the County of Fresno Department of Behavioral Health for the Villages @ Broadway and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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 ENTRY INTO A MEMORANDUM OF
UNDERSTANDING WITH THE COUNTY OF FRESNO DEPARTMENT OF BEHAVIORAL
HEALTH FOR THE VILLAGES @ PARAGON**

WHEREAS, the Housing Authority of Fresno County (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 and improve the quality of life of residents within affordable housing properties; and

WHEREAS, on August 29, 2019, the Agency signed an agreement with the County of Fresno, with activities assigned to its Department of Behavioral Health (“DBH”), for the utilization of funding from the California Department of Housing and Community Development (“HCD”)’s No Place Like Home (“NPLH”) program and wherein the agreement included a general commitment for the provision of services for future developments; and

WHEREAS, the provision of NPLH funding and DBH services were assumed in the underwriting of The Villages @ Paragon and the Agency, as Administrative General Partner, entered into a Standard Agreement with the California Department of Housing and Community Development; and

WHEREAS, the Agency desires to enter into a Memorandum of Understanding with the County of Fresno Department of Behavioral Health for services to the formerly homeless and special needs populations residing at The Villages @ Paragon; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize entry into Memorandum of Understanding with the County of Fresno Department of Behavioral Health for The Villages @ Paragon and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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 ENTRY INTO A MEMORANDUM OF
UNDERSTANDING WITH THE COUNTY OF FRESNO DEPARTMENT OF BEHAVIORAL
HEALTH FOR ALEGRE COMMONS**

WHEREAS, the Housing Authority of Fresno County (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 and improve the quality of life of residents within affordable housing properties; and

WHEREAS, on August 29, 2019, the Agency signed an agreement with the County of Fresno, with activities assigned to its Department of Behavioral Health (“DBH”), for the utilization of funding from the California Department of Housing and Community Development (“HCD”)’s No Place Like Home (“NPLH”) program and wherein the agreement included a general commitment for the provision of services for future developments; and

WHEREAS, the provision of NPLH funding and DBH services were assumed in the underwriting of Alegre Commons and the Agency, as Administrative General Partner, entered into a Standard Agreement with the California Department of Housing and Community Development; and

WHEREAS, the Agency desires to enter into a Memorandum of Understanding with the County of Fresno Department of Behavioral Health for services to the formerly homeless and special needs populations residing at Alegre Commons; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize entry into Memorandum of Understanding with the County of Fresno Department of Behavioral Health for Alegre Commons and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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 ENTRY INTO A MEMORANDUM OF
UNDERSTANDING WITH THE COUNTY OF FRESNO DEPARTMENT OF BEHAVIORAL
HEALTH FOR THE VILLAGES @ BROADWAY**

WHEREAS, the Housing Authority of Fresno County (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 and improve the quality of life of residents within affordable housing properties; and

WHEREAS, on August 29, 2019, the Agency signed an agreement with the County of Fresno, with activities assigned to its Department of Behavioral Health (“DBH”), for the utilization of funding from the California Department of Housing and Community Development (“HCD”)’s No Place Like Home (“NPLH”) program and wherein the agreement included a general commitment for the provision of services for future developments; and

WHEREAS, the provision of NPLH funding and DBH services were assumed in the underwriting of The Villages @ Broadway and the Agency, as Administrative General Partner, entered into a Standard Agreement with the California Department of Housing and Community Development; and

WHEREAS, the Agency desires to enter into a Memorandum of Understanding with the County of Fresno Department of Behavioral Health for services to the formerly homeless and special needs populations residing at The Villages @ Broadway; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize entry into Memorandum of Understanding with the County of Fresno Department of Behavioral Health for the Villages @ Broadway and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 09/27/2022
AGENDA ITEM: 6j
SUBJECT: Approve Entry into Memorandum of Understanding with the County of Fresno Department of Behavioral Health for the Provision of Services at Parc Grove Common II

AUTHOR: Daniel Guerra
DEPARTMENT: Real Estate Development
MEMO DATE: 09/19/2022

Executive Summary

In 2012, the Fresno County Board of Supervisors adopted a resolution approving a partnership between the Department of Behavioral Health (“DBH”) and Fresno Housing’s Par Grove Commons II development to implement a commitment to address the need for housing for individuals and families with a mental health illness that are also homeless or at-risk for homelessness. The purpose of the MOU is to outline the roles and relationships of the County of Fresno as the Supportive Services Coordinator, the property owner and property manager of the Parc Grove Commons II Development, regarding the operation of five (5) units. Additionally, the MOU outlined the application referral process and the coordination of resources and efforts to provide permanent affordable housing utilizing the supportive housing model for these five (5) units. This MOU does not pertain to any additional units within the Parc Grove Commons II Development other than the five (5) designated units.

The purpose of this Board action is to renew the memorandum of understanding (MOU) for the Parc Grove Commons II site. The MOU outlines service provision for households within the targeted units. These services are designed for formerly homeless and special needs adults and delivered by qualified staff from the Department of Behavioral Health or their contracted provider. The MOU states that the County of Fresno shall be solely responsible for the coordination of mental health services to DBH-referred tenants residing in five (5) units at the Parc Grove II development.

Recommendation

It is recommended that the Boards of Commissioners approve entry into Memorandum of Understanding for provision of services for Par Grove Commons II and further authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

Fiscal Impact

No additional cost burden will be passed to the property or to Fresno Housing.

Background Information

FRESNO HOUSING

Parc Grove Commons II was the redevelopment of two aging public housing complexes, Funston Terrace and Funston Place. The two public housing complexes, built between 1945 and 1952, included 200 dilapidated and outdated units. The development consists of a total of 215 units all serving low- and very low-income families located at 2674 E. Clinton Ave, Fresno, Ca, 93703. The development broke ground on February 3, 2010 and construction was completed in April 28, 2011. The community building was completed in December, 2010 and residential units began a phased completion starting in March, 2011. 100% of the units were leased in September, 2011.

1 **MEMORANDUM OF UNDERSTANDING**

2 THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU" or "Agreement"
3 is made and entered into this _ day of August, 2022, between the COUNTY OF FRESNO, a Political
4 Subdivision of the State of California, hereinafter referred to as "COUNTY," and; 1) the PARC GROVE
5 COMMONS II LIMITED PARTNERSHIP, a California Limited Partnership, whose address is 1331 Fulton
6 Mall, P.O. Box 11985, Fresno, CA 93776-1985, hereinafter referred to as "OWNER"; and 2) the GSF
7 PROPERTIES, Inc., a private for-profit agency, whose address is 6485 N Palm, Ave. Ste 101, Fresno,
8 CA 93704, hereinafter referred to as "MANAGEMENT AGENT" (collectively referred to as "the parties").

9 **WITNESSETH:**

10 WHEREAS, COUNTY and OWNER have partnered on a commitment to address the need for
11 housing for individuals and families experiencing a mental illness that are also homeless or at-risk of
12 homelessness; and

13 WHEREAS, OWNER has acquired and developed the site identified as 2674 E Clinton Ave,
14 Fresno, CA 93703 (herein after referred to as the "Parc Grove Development"); and

15 WHEREAS, OWNER has agreed to set aside five (5) units (DBH-Referred Units) for referral by
16 COUNTY's Department of Behavioral Health (DBH) for individuals who are experiencing or at-risk of
17 homelessness; and

18 WHEREAS the parties agree that communication and coordination is necessary to ensure the
19 Parc Grove Development's success; and

20 WHEREAS, the purpose of this MOU is to clearly identify the roles and responsibilities of
21 COUNTY, OWNER, and MANAGEMENT AGENT regarding the operation of five (5) DBH-referred units;

22 NOW, THEREFORE, the parties agree as follows:

23 **1. TERM**

24 The term of this Agreement shall be for a period of three (3) years, commencing on the 23rd day of
25 August, 2022 and terminating on the 30th day of June, 2025. This Agreement may be extended for two
26 (2) additional consecutive twelve (12) months periods upon written approval of the parties no later than
27 thirty (30) days prior to the first day of the next twelve (12) month extension period upon the same terms
28 and conditions herein set forth, unless written notice of non-renewal is given no later than sixty (60) days

prior to the close of the current Agreement term. COUNTY's DBH Director or their designee is authorized to execute such written approval on behalf of COUNTY.

2. TERMINATION

- A. Non-Allocation of Funds – The term of this MOU, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement may be terminated by thirty (30) days advance written notice prior given by one party to the other.
- B. Breach of Contract – Any party may immediately suspend or terminate this Agreement in whole or in part, where in the determination by one of the parties there is:
- i. An illegal or improper use of funds;
 - ii. If a material term of the provisions of this Agreement has been breached and cure is not possible;
 - iii. A substantially incorrect or incomplete report submitted by the other party;
 - iv. Improperly performed service.
- C. Without Cause – Under circumstances other than those set forth above, this Agreement may be terminated by OWNER or MANAGEMENT AGENT or COUNTY, upon giving sixty (60) days advanced written notice of an intention to terminate.

3. COMPENSATION

The supportive services conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration by COUNTY to OWNER and MANAGEMENT AGENT, OWNER to COUNTY, or MANAGEMENT AGENT to COUNTY.

4. RESPONSIBILITIES OF COUNTY

COUNTY shall be responsible for the following as it relates to the five (5) DBH-Referred Units provided by OWNER in the development:

A. Tenant Certification Process

1. Employ a tenant certification process to be utilized prior to the application process for housing in the five (5) DBH-Referred Units of the Development, as provided in

Exhibit A, "Overview of Eligibility Requirements," which is attached hereto and incorporated herein.

2. COUNTY shall provide tenant certification from COUNTY's Tenant Waiting List within ten (10) working days of receiving notification from MANAGEMENT AGENT when a vacancy exists in the five (5) DBH-Referred Units. Should there be a delay in COUNTY's certification of a DBH-Referred applicant longer than thirty (30) days, the OWNER and MANAGEMENT AGENT may fill the DBH-Referred unit with a non-DBH-Referred tenant. The MANAGEMENT AGENT shall notify COUNTY within 10 business days once the next comparable DBH-Referrable unit becomes available for lease, at which time the tenant eligibility and selection process shall be repeated.
3. COUNTY shall notify the MANAGEMENT AGENT and the DBH-Referred applicant of the status of their certification for the DBH-Referred Units.
4. In the event that an DBH-Referred tenant no longer meets the initial qualification that allowed them to move into a DBH-Referred unit, i.e. receiving mental health services from COUNTY and having a Serious Mental Illness (SMI) or Severe Emotional Disturbance (SED) diagnosis, it is the intention of the COUNTY, the OWNER, and the MANAGEMENT AGENT to work with the DBH-Referred tenant to transition the tenant to a non-DBH-Referred unit in the Parc Grove Development or to assist the tenant in finding alternative housing arrangements within ninety (90) days upon becoming aware that the initial qualifications are no longer met.

B. Outreach, Application, and Screening

1. COUNTY shall inform its in-house and contracted mental health service providers of the COUNTY Housing Program tenant certification process for the five (5) DBH-Referred Units in the Parc Grove Development and encourage staff and providers to refer consumers for certification who appear to meet the housing criteria.
2. COUNTY shall establish a centralized referral list of COUNTY certified DBH-Referred applicants to help expedite the process of leasing new or vacated units at

1 the Parc Grove Development. COUNTY's DBH-Referred applicants on the referral
2 list shall be notified by COUNTY when a DBH-Referred Unit at the Parc Grove
3 Development becomes vacant.

- 4 3. COUNTY and its provider network shall provide assistance to potential applicants
5 with the application process for the five (5) DBH-Referred Units by providing
6 guidance to applicants in completing and organizing the application, gathering the
7 information necessary to document the applicant's housing eligibility and or
8 communicating with the MANAGEMENT AGENT to discuss the status of the
9 MANAGEMENT AGENT's review/approval of the application; and to address any
10 questions a DBH-Referred applicant may have regarding their application for
11 housing at the Parc Grove Development. If applicable, COUNTY and its provider
12 network shall also assist applicants in requesting and obtaining a reasonable
13 accommodation in the application and selection process.

14 **C. On-going Tenancy**

- 15 1. COUNTY shall conduct quarterly administrative and programmatic collaborative
16 meetings to ensure compliance with this MOU regarding the five (5) MHSA Units in
17 the Parc Grove Development.
- 18 2. COUNTY shall establish a waiting list of pre-screened potential tenants to ensure
19 prompt and full utilization of the five (5) DBH-Referred Units at the Parc Grove
20 Development. If the MANAGEMENT AGENT determines there are not an
21 adequate number of eligible applicants on the current waiting list, then COUNTY
22 shall provide assistance in outreach and marketing to help identify eligible
23 households interested in renting a DBH-Referred Unit who are likely to meet
24 MANAGEMENT AGENT's tenant selection criteria. COUNTY shall ensure at least
25 five (5) DBH-Referred Households are maintained on the COUNTY'S waiting list at
26 all times.

3. COUNTY shall develop and maintain a log identifying each tenant, the Mental Health Services Provider, and/or the assigned clinician/case manager, along with their contact information.
4. COUNTY shall be knowledgeable of community services and supports including, but not limited to health care, alcohol and other substance abuse treatment, education and/or employment services and self-help groups.
5. COUNTY shall, in collaboration with each tenant, establish appropriate linkage to community-based services such as health care, alcohol and other substance abuse treatment, education and/or employment services, self-help groups and other services essential for achieving and maintaining independent living, as already being provided through the tenants' mental health treatment, for the residents of the five (5) DBH-Referred Units at the Development.
6. COUNTY shall conduct ongoing assessments/evaluations to monitor progress and coordinate appropriate interventions as needed, as already being provided through the tenants' mental health treatment, for the residents of the five (5) DBH-Referred Units at the Development.
7. COUNTY shall update residents' service plans every six months for the residents of the five (5) DBH-Referred Units at the Development.

D. Lease Violation Interventions/Eviction Prevention

1. COUNTY shall assist tenants of the five (5) DBH-Referred Units to obtain timely support and services they need to maintain their housing.
2. COUNTY shall assist tenants of the five (5) DBH-Referred units in creating rent repayment plans with MANAGEMENT AGENT when the tenants are in rent arrears, as needed.

E. Communication

1. COUNTY shall conduct quarterly meetings with representatives of OWNER and MANAGEMENT AGENT to discuss coordination of services, referrals and

vacancies, as stated in Section 4C, paragraph one (1), regarding the five (5) DBH-Referred Units.

2. COUNTY shall act as a liaison between MANAGEMENT AGENT, the DBH-Referred Unit tenants and mental health services providers/case managers to facilitate the communication of concerns that could jeopardize a DBH-Referred Unit tenant's residency.
3. COUNTY shall promptly notify MANAGEMENT AGENT when they observe safety or maintenance concerns.

F. Supportive Services

1. COUNTY shall be solely responsible for the coordination of mental health services to DBH-Referred tenants residing in the five (5) DBH-Referred units at the Parc Grove Development. It should be noted COUNTY service providers (COUNTY and/or contracted service providers) may currently function as supportive service providers to DBH-Referred tenants prior to the tenant being referred to the Parc Grove Development. As such, supportive services may (or may not) be provided at the Parc Grove Development, however, supportive services staff (COUNTY or other) will not be housed on-site at the Parc Grove Development. Based upon DBH-Referred tenant preference, supportive services may be provided at the Parc Grove Development or other COUNTY/contracted service provider locations.
2. OWNER and/or MANAGEMENT AGENT shall have no role in, and no responsibility regarding, the provisions of mental health services.
3. COUNTY shall communicate with MANAGEMENT AGENT as appropriate to ensure the five (5) DBH-Referred Unit tenants obtain the support and services they desire and need in order to maintain their housing at the Parc Grove Development.

5. RESPONSIBILITIES OF THE OWNER

- A. OWNER shall make available five (5) units for certified DBH-Referred tenants.
- B. OWNER shall comply with the necessary documentation and reporting requirements and guidelines as established by COUNTY for the five (5) DBH-Referred Units, including

maintaining records of all applicants for DBH-Referred Units, the number of applicants accepted for tenancy, and the number of applicants rejected for tenancy and the justification for rejection of any applicant.

C. Owner shall comply with applicable local, State, and Federal statutes and regulations, specifically statutes and regulations governing fair housing and tenants' rights.

6. RESPONSIBILITIES OF MANAGEMENT AGENT

A. Outreach, Application, and Screening

1. Management AGENT shall provide a copy of their tenant selection criteria to COUNTY. In the event MANAGEMENT AGENT modifies MANAGEMENT AGENT's tenant selection criteria, MANAGEMENT AGENT shall provide copies of such modified tenant selection criteria at least thirty (30) days prior to implementing such criteria.
2. In the event an applicant who has not been certified as DBH-Referred expresses an interest in an DBH-Referred Unit, MANAGEMENT AGENT shall refer such applicant to COUNTY for assistance in determining eligibility.

B. Consideration of Circumstances

The parties understand and agree that DBH-Referred Households are disabled households who may be entitled to reasonable accommodations in the eligibility review and admission process. MANAGEMENT AGENT shall establish and implement a procedure to respond to circumstances that may result in denial of an DBH-Referred applicant and requests for reasonable accommodation by all applicants for the five (5) DBH-Referred Units. Such procedure shall provide for the following in connection with the five (5) DBH-Referred Units:

1. MANAGEMENT AGENT to consider all relevant circumstances when deciding whether to deny admission based on an individual's past history except in the situations for which denial of admission is mandated, such as being a registered sex offender or being convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

2. In deciding whether or not to deny admission or assistance because of an action or failure to act by an individual; MANAGEMENT AGENT has:
 - a. Discretion to consider all relevant circumstances in each case, including seriousness of the case. MANAGEMENT AGENT will use its discretion in reviewing the extent of participation or culpability of an individual, mitigating circumstances related to the disability of an individual and the passage of time since the individual's actions or failure to act.
 - b. When the ground for denial of admission or assistance is related to criminal activity, such factors as disclosure of the criminal act, completion of rehabilitative treatment for drug-related offenses, and type and length of time since the conviction will be considered.
3. In determining whether to deny admission for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, MANAGEMENT AGENT:
 - a. Will consider whether an individual is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully.
 - b. May require the individual to submit evidence of the household member's current participation, or successful completion of a supervised drug or alcohol rehabilitation program.
4. If denial is based upon behavior resulting from a disability, PROPERTY MANAGER will delay the denial in order to determine if there is a reasonable accommodation which would negate the behavior resulting from the disability.
5. MANAGEMENT AGENT shall provide a notice to all applicants that disabled applicants may be entitled to a reasonable accommodation in the tenant selection and admission process.
6. If MANAGEMENT AGENT intends to deny a requested accommodation because it is deemed unreasonable, MANAGEMENT AGENT shall make efforts to determine

1 if there is an alternative reasonable accommodation that would effectively address
2 the applicant's disability related needs.

- 3 7. MANAGEMENT AGENT shall not be obligated to admit an DBH-Referred
4 applicant who requires supportive services as a reasonable accommodation to
5 meet the terms of the tenancy if such applicant does not have access to supportive
6 services or cannot otherwise obtain such supportive services.
- 7 8. Nothing herein shall require the MANAGEMENT AGENT to keep the five (5) DBH-
8 Referred Units vacant for a period of longer than thirty (30) days in order to
9 determine if there are reasonable accommodations that can be offered to the
10 applicant to allow the applicant to meet the terms and conditions of tenancy.
- 11 9. The Parties hereto expressly agree that MANAGEMENT AGENT has no role or
12 responsibility in the provision of supportive services, the manner and method of the
13 provision of such supportive services, the determination of the appropriate level of
14 supportive services, or any decision regarding such supportive services.
- 15 MANAGEMENT AGENT's role is limited to the care and maintenance of the
16 physical condition of the five (5) DBH-Referred Units at the Development and
17 administering the application and tenant selection process for occupancy of the
18 five (5) DBH-Referred Units within the Development that are subject to this MOU.

19 **C. Move-In Process**

- 20 1. MANAGEMENT AGENT shall notify the COUNTY ten (10) days prior to the day
21 and time of move-in of a DBH-Referred Unit.
- 22 2. MANAGEMENT AGENT shall provide an orientation of the requirements of the
23 Lease and the House Rules to new DBH-Referred tenants to establish property
24 management expectations in areas such as expectations of tenancy, the
25 COUNTY'S contact information to learn about the possible availability of supportive
26 services to assist in meeting those expectations, use of common areas (e.g.:
27 recreation areas, meeting room facilities, community kitchens), rent collection,
28 maintenance requests, etc.

3. MANAGEMENT AGENT shall explain to new DBH-Referred tenants the roles and responsibilities of MANAGEMENT AGENT and the Supportive Services Provider should any behaviors such as failure to pay rent or to follow the terms and conditions of the Lease or House Rules place their housing in jeopardy.
4. MANAGEMENT AGENT shall provide the COUNTY with current copies of the Lease and House Rules for the five (5) DBH-Referred Units.

D. Ongoing Tenancy

1. MANAGEMENT AGENT shall manage and monitor the five (5) DBH-Referred Units at the Parc Grove Development.
2. MANAGEMENT AGENT shall carry out rent collection and administration for the five (5) DBH-Referred Units.
3. MANAGEMENT AGENT shall prepare operating budgets and cost estimates for the five (5) DBH-Referred Units in the Parc Grove Development, excluding budgets related to the provision of behavioral health services.
4. MANAGEMENT AGENT shall maintain the waiting list for the five (5) DBH-Referred Units; including adding new eligible and DBH certified applicants. The waiting list and certification process will be conducted in accordance with terms established by the COUNTY and MANAGEMENT AGENT in consultation with Project funding entities and appropriate laws governing the tenant selection and waiting list process. It shall be the responsibility of the MANAGEMENT AGENT to ensure that an adequate number of potential DBH-Referred applicants remain on the waiting list.
5. MANAGEMENT AGENT shall notify COUNTY and eligible prospective tenants from the waiting list of vacancies in the DBH-Referred Units.
6. MANAGEMENT AGENT shall comply with the necessary documentation and reporting requirements and guidelines as established by COUNTY for the DBH-Referred Units, including maintaining records of all applicants for DBH-Referred

- Units, the number of applicants accepted for tenancy, and the number of applicants rejected for tenancy and the justification for rejection of any applicant.
7. MANAGEMENT AGENT shall develop and maintain a log identifying each MSHA Unit tenant and the assigned clinician/case manager with contact information.
 8. MANAGEMENT AGENT shall comply with applicable local, State, and Federal statutes and regulations, specifically statutes and regulations governing fair housing and tenants' rights.
 9. MANAGEMENT AGENT shall provide property maintenance for the DBH-Referred Units, including having the capacity to respond to tenants' requests for service within 24 to 72 hours, contingent upon the nature of the request.
 10. MANAGEMENT AGENT shall establish policies and procedures that ensure DBH-Referred Unit tenants access to the MANAGEMENT AGENT for routine business, during normal operating hours, and any time for emergencies.

E. Lease Violation Intervention/Eviction Prevention

Establish policies to refer DBH-Referred Unit tenants to the COUNTY so that they may obtain supportive services with the goal of maintaining their housing in times of crisis.

F. Safety, Security, and Emergency Response

1. MANAGEMENT AGENT shall post evacuation plans for the Development.
2. MANAGEMENT AGENT shall ensure that all on-site staff is trained when to call emergency medical personnel or the police, and when to communicate with their supervisors and/or the DBH-Referred Unit tenants' case manager in the event of an emergency.
3. MANAGEMENT AGENT shall train on-site staff to maintain an incident log regarding the DBH-Referred Units and to allow COUNTY case management staff to review said log regarding the DBH-Referred Units on a monthly basis.
4. MANAGEMENT AGENT shall train on-site staff to consult with COUNTY case management staff if they have a question regarding the property way to handle a tenant crisis situation or to make referrals.

1 **G. Communication**

- 2 1. MANAGEMENT AGENT shall notify COUNTY immediately of any upcoming
- 3 vacancies in DBH-Referred Units.
- 4 2. MANAGEMENT AGENT shall notify the assigned case manager when a DBH-
- 5 Referred tenant is displaying behaviors that could jeopardize tenancy such as
- 6 failure to pay rent or conflicts with property management or other tenants.
- 7 3. MANAGEMENT AGENT shall notify COUNTY immediately if a case manager has
- 8 been non-responsive to requests regarding a DBH-Referred tenant.
- 9 4. MANAGEMENT AGENT shall notify COUNTY of any potential changes to the
- 10 regular operations of the DBH-Referred Units, or any potential changes or losses
- 11 of funding that could impact the operations of the DBH-Referred Units.
- 12 5. MANAGEMENT AGENT shall notify COUNTY immediately of any incidents that
- 13 could potentially jeopardize a DBH-Referred Unit resident's tenancy, including any
- 14 critical incidents resulting in loss of life, serious bodily harm or significant property
- 15 damage.

16 **7. RESPONSIBILITIES OF ALL PARTIES TO THIS MOU**

17 All parties to this MOU shall be responsible for the following:

- 18 A. Participate in quarterly meetings to discuss coordination of services, referrals, and
- 19 vacancies at the five (5) DBH-Referred Units.
- 20 B. Share directories of key staff within their respective organizations, e.g., MANAGEMENT
- 21 AGENTS, maintenance staff, supervisors, case managers, emergency contact phone
- 22 numbers, etc. The directory shall include e-mail, fax, and phone numbers where available
- 23 and appropriate.
- 24 C. Share written policies, procedures and forms for filing complaints, grievances, and
- 25 incident reports related to owners, managers, or service providers, including an overview
- 26 of the reporting structure within each organization.
- 27 D. Respect tenant confidentiality and share information with tenant's explicit written
- 28 permission in accordance to existing confidentiality laws and regulations.

- 1 E. Conduct regular trainings for staff regarding maintaining client/tenant confidentiality, and
2 include maintenance of client/tenant confidentiality as a work performance expectation for
3 all appropriate job classifications.
- 4 F. Participate in regular joint meetings of management level staff coordinated by COUNTY.
5 These meetings shall occur at least two times per year, with the annual schedule
6 established in advance.
- 7 G. Reference the Supportive Housing Property Management Operations Manual published
8 by the Corporation for Supportive Housing as a guide and reference tool for the
9 successful cooperative operation of the DBH-Referred Units at the Development.
- 10 H. If requested, COUNTY shall assist OWNER and/or MANAGEMENT AGENT in marketing
11 efforts by conducting outreach to potential tenants for the DBH-Referred Units and
12 otherwise promoting the Development and vacant DBH-Referred Units.
- 13 I. Cross-Training by the parties one to the other in order to facilitate understanding of staff
14 responsibilities as needed.
- 15 J. Provide services in accordance with the vision, mission, and guiding principles of the
16 COUNTY's DBH, as further described in Exhibit B, "Guiding Principles of Care Delivery,"
17 attached hereto and by this reference incorporated herein and made part of this
18 Agreement.

19 **8. IMPLEMENTATION AND PROGRAM EVALUATION**

20 COUNTY will coordinate administrative and programmatic meetings to ensure that all involved
21 parties are in compliance with the MOU and that the units set aside for DBH-Referred Households are
22 being fully utilized. In addition, the participants will determine strengths and areas of improvement.

23 **9. INDEPENDENT CONTRACTOR**

24 In performance of the work, duties, and obligations assumed by OWNER and MANAGEMENT
25 AGENT under this Agreement, it is mutually understood and agreed that OWNER and MANAGEMENT
26 AGENT, including any and all of OWNER and MANAGEMENT AGENT's officers, agents, and
27 employees will at all times be acting and performing as an independent contractor, and shall act in an
28 independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or

1 associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the
2 manner or method by which OWNER and MANAGEMENT AGENT shall perform their work and
3 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
4 OWNER and MANAGEMENT AGENT are performing their obligations in accordance with the terms and
5 conditions thereof. OWNER, MANAGEMENT AGENT, and COUNTY shall comply with all applicable
6 provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction
7 over matters which are directly or indirectly the subject of this Agreement.

8 Because of its status as an independent contractor, OWNER and MANAGEMENT AGENT shall
9 have absolutely no right to employment rights and benefits available to COUNTY employees. OWNER
10 and MANAGEMENT AGENT shall be solely liable and responsible for providing to, or on behalf of, its
11 employees all legally required employee benefits. In addition, OWNER and MANAGEMENT AGENT
12 shall be solely responsible and save COUNTY harmless from all matters relating to payment of OWNER
13 and MANAGEMENT AGENT's employees, including compliance with Social Security, withholding and
14 all other regulations governing such matters. It is acknowledged that during the term of this Agreement,
15 OWNER and MANAGEMENT AGENT may be providing services to others unrelated to COUNTY into
16 this Agreement.

17 **10. MODIFICATION**

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

20 Notwithstanding the above, changes in addresses to which notices are to be sent may be made by
21 written approval of COUNTY's DBH Director or designee, OWNER, and MANAGEMENT AGENT.

22 **11. NON-ASSIGNMENT**

23 Neither party shall assign, transfer, or subcontract this Agreement nor their rights or duties under
24 this Agreement without the prior written consent of the other party.

25 **12. HOLD-HARMLESS**

26 A. OWNER and MANAGEMENT AGENT agree to indemnify, save, hold harmless, and at
27 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any
28 and all costs and expenses (including attorney's fees and costs), damages, liabilities,

claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by OWNER and MANAGEMENT AGENT, their officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of OWNER and MANAGEMENT AGENT, their officers, agents, or employees under this Agreement.

B. COUNTY, OWNER, and MANAGEMENT AGENT shall give timely notice to the other of any claim, demand, lien, or suit coming to its knowledge which in any way might affect the other party and each party shall have the right to participate in the defense of the same to the extent of its interest. COUNTY, OWNER and MANAGEMENT AGENT recognize that the significant mutual benefits of this Agreement depend upon close cooperation and good faith handling of matters subject to such indemnification provisions.

13. INSURANCE

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

A. Commercial General Liability

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

B. Automobile Liability

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

C. Worker's Compensation

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

D. Cyber Liability (if applicable)

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by OWNER and MANAGEMENT AGENT in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. Molestation

Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

Additional Requirements Relating to Insurance

OWNER and MANAGEMENT AGENT shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under OWNER and MANAGEMENT AGENT 's

1 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days
2 advance written notice given to COUNTY.

3 OWNER and MANAGEMENT AGENT hereby waive their right to recover from COUNTY, its officers,
4 agents, and employees any amounts paid by the policy of worker's compensation insurance required by
5 this Agreement. OWNER and MANAGEMENT AGENT are solely responsible to obtain any
6 endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but
7 OWNER and MANAGEMENT AGENT's waiver of subrogation under this paragraph is effective whether
8 or not OWNER and MANAGEMENT AGENT obtains such an endorsement.

9 Within Thirty (30) days from the date OWNER and MANAGEMENT AGENT sign and execute this
10 Agreement, OWNER and MANAGEMENT AGENT shall provide certificates of insurance and
11 endorsement as stated above for all of the foregoing policies, as required herein, to the County of
12 Fresno, (Name and Address of the official who will administer this contract), stating that such insurance
13 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and
14 employees will not be responsible for any premiums on the policies; that such Commercial General
15 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
16 collectively, as additional insured, but only insofar as the operations under this Agreement are
17 concerned; that such coverage for additional insured shall apply as primary insurance and any other
18 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
19 excess only and not contributing with insurance provided under OWNER AND MANAGEMENT
20 AGENT's policies herein; and that this insurance shall not be cancelled or changed without a minimum
21 of thirty (30) days advance, written notice given to COUNTY.

22 **14. CONFIDENTIALITY**

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

26 **15. NON-DISCRIMINATION**

27 During the performance of this Agreement, OWNER and MANAGEMENT AGENT shall not
28 unlawfully discriminate against any employee or applicant for employment, or recipient of services,

1 because of race, religion, color, national original, ancestry, physical disability, medical condition, marital
2 status, age, or gender, pursuant to all applicable State of California and Federal statutes and
3 regulations.

4 **16. MONITORING**

5 OWNER and MANAGEMENT AGENT agree to extend to COUNTY, COUNTY's DBH Director and
6 the DMH, or their designees, the right to review and monitor records, programs or procedures, at any
7 time, in regard to DBH-Referred Units' participants, as well as the operation of OWNER's and/or
8 MANAGEMENT AGENT's programs in connection with the five (5) DBH-Referred Units, in order to
9 ensure compliance with the terms and conditions of this MOU.

10 **17. CONFLICT OF INTEREST**

11 No officer, agent, or employee of COUNTY who exercises any function or responsibility for planning
12 and carrying out the services provided under this Agreement shall have any direct or indirect personal
13 financial interest in this Agreement. OWNER and MANAGEMENT AGENT shall comply with all Federal,
14 State of California, and local conflict of interest laws, statutes, and regulations, which shall be applicable
15 to all parties and beneficiaries under this Agreement and any officer, agent, or employee of COUNTY.

16 **18. COMPLIANCE WITH STATE REQUIREMENTS**

17 OWNER and MANAGEMENT AGENT recognize that COUNTY operates its mental health system
18 under an agreement with the State Department of Health Care Services and that under said agreement
19 the State of California imposes certain requirements on COUNTY and its subcontractors. OWNER and
20 MANAGEMENT AGENT shall adhere to all State of California requirements, including those identified in
21 Exhibit C "State Mental Health Requirements", attached hereto and by this reference incorporated
22 herein.

23 **19. AUDITS AND INSPECTIONS**

24 OWNER and MANAGEMENT AGENT shall at any time during business hours, and as often as
25 COUNTY may deem necessary, make available to COUNTY for examination all of its records and data
26 with respect to the matters covered by this Agreement. OWNER and MANAGEMENT AGENT shall,
27 upon request by COUNTY, permit COUNTY to audit and inspect all such records and data necessary to
28 ensure OWNER and MANAGEMENT AGENT's compliance with the terms of this Agreement.

1 **20. LICENSES/CERTIFICATES**

2 Throughout the term of this Agreement, OWNER and MANAGEMENT AGENT and OWNER's and
3 MANAGEMENT AGENT's staff shall maintain all necessary licenses, permits, approvals, certificates,
4 waivers and exemptions necessary for the provision of the services hereunder and required by the laws
5 and regulations of the United States of America, State of California, the County of Fresno, and any other
6 applicable governmental agencies. OWNER and/or MANAGEMENT AGENT shall notify COUNTY
7 immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates,
8 waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally,
9 OWNER and MANAGEMENT AGENT and OWNER's and MANAGEMENT AGENT's staff shall comply
10 with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

11 **21. COMPLAINTS**

12 MANAGEMENT AGENT shall log complaints and the disposition of all complaints from the tenants
13 or third persons regarding the DBH-Referred Units. MANAGEMENT AGENT shall provide a copy of
14 detailed complaint log entries concerning the DBH-Referred Units to COUNTY at monthly intervals by
15 the tenth (10th) day of the following month, in a format that is mutually agreed upon. Besides the detailed
16 complaint log, MANAGEMENT AGENT shall provide details and attach documentation of each
17 complaint with the log, regarding the DBH-Referred Units.

18 **22. NOTICES**

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

21 COUNTY OF FRESNO

22 Director, Fresno County

23 Department of Behavioral Health

24 1925 E. Dakota Ave.

25 Fresno, CA 93276

Parc Grove Commons II Limited Partnership

~~Chief Executive Officer~~Executive Director

 1331 Fulton Street

 Fresno, CA 93721

Baker Manock & Jensen, PC

GSF Properties Inc

ATTN: Fresno Housing Authority General Counsel

6485 N Palm Ave, Ste 101

5260 N Palm Ave., Suite 201

Fresno, CA 93704

Fresno, CA 93704

Any and all notices between COUNTY, OWNER, and MANAGEMENT AGENT under this Agreement or by law shall be in writing and be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party. When notice is sent to Parc Grove Commons II Limited Partnership, notice shall also be sent to their attorney of record, Baker Manock & Jensen, PC.

23. SEVERABILITY

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

24. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use, or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to CONTACTOR by COUNTY, including but not limited to the following:

A. OWNER and MANAGEMENT AGENT-Owned Mobile, Wireless, or Handheld Devices

- i. OWNER and MANAGEMENT AGENT may not connect to COUNTY networks via personally owned mobile, wireless, or handheld devices, unless the following conditions are met:

1. OWNER and MANAGEMENT AGENT have received authorization by COUNTY for telecommuting purposes;
2. Current virus protection software is in place;
3. Mobile device has the remote wipe feature enabled; and

1 4. A secure connection is used.

2 B. OWNER and MANAGEMENT AGENT -Owned Computers or Computer Peripherals

- 3 i. OWNER and MANAGEMENT AGENT may not bring OWNER and
4 MANAGEMENT AGENT -owned computers or computer peripherals into
5 COUNTY for use without prior authorization from COUNTY's Chief Information
6 Officer, and/or designee(s), including but not limited to mobile storage devices. If
7 data is approved to be transferred, data must be stored on a secure server
8 approved by COUNTY and transferred by means of a Virtual Private Network
9 (VPN) connection, or another type of secure connection. Said data must be
10 encrypted.

11 C. COUNTY-Owned Computer Equipment

- 12 i. OWNER and MANAGEMENT AGENT may not use COUNTY computers or
13 computer peripherals on non-COUNTY premises without prior authorization from
14 the COUNTY's Chief Information Officer, and/or designee(s).

15 D. OWNER and MANAGEMENT AGENT may not store COUNTY's private, confidential, or
16 sensitive data or any hard-disk drive, portable storage device, or remote storage
17 installation unless encrypted.

18 E. OWNER and MANAGEMENT AGENT shall be responsible to employee strict controls to
19 ensure the integrity and security of COUNTY's confidential information and to prevent
20 unauthorized access, viewing, use, or disclosure of data maintained in computer files,
21 program documentation, data processing systems, data files, and data processing
22 equipment which stores or processes COUNTY data internally and externally.

23 F. Confidential client information transmitted to one party by the other by means of
24 electronic transmissions must be encrypted according to Advanced Encryption Standards
25 (AES) of 128 BIT or higher. Additionally, a password or passphrase must be utilized.

26 G. OWNER and MANAGEMENT AGENT are responsible to immediately notify COUNTY of
27 any violations, breaches, or potential breaches of security related to COUNTY's
28 confidential information, data maintained in computer files, program documentation, data

processing systems, data files, and data processing equipment which stores or processes COUNTY data internally or externally.

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

25. PROHIBITION OF PUBLICITY

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for OWNER's and/or MANAGEMENT AGENT's advertising, fundraising, or publicity (i.e. purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

Notwithstanding the above, publicity of the services described in Section Six (6), Seven (7) and Eight (8) of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director or their designee for such items as written/printed materials, the use of media (i.e. radio, television, newspapers) and any other related expense(s).

26. GOVERNING LAW

The parties agree that for the purpose of venue, performance under this Agreement is in Fresno County, California.

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

27. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

9 **28. ELECTRONIC SIGNATURE**

10 The parties agree that this Agreement may be executed by electronic signature as provided in this
11 section. An "electronic signature" means any symbol or process intended by an individual signing this
12 Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
13 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example
14 by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this
15 Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this
16 Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial
17 proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
18 The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the
19 Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
20 Each party using a digital signature represents that it has undertaken and satisfied the requirements of
21 Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other
22 party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the
23 transactions under it by electronic means and either party may sign this Agreement with an original
24 handwritten signature.

25 **29. ENTIRE AGREEMENT**

26 This Agreement, including all Exhibits, constitutes the entire agreement between OWNER,
27 MANAGEMENT AGENT, and COUNTY with respect to the subject matter hereof and supersedes all
28

1 previous agreements, negotiations, proposals, commitments, writings, advertisements, publications, and
2 understandings of any nature whatsoever unless expressly included in this Agreement.

3
4 Exhibit A – DBH-Referred-Eligible Households

5 Exhibit B – Guiding Principles of Care Delivery

6 Exhibit C – State Mental Health Requirements

7 Exhibit D – Self-Dealing Transaction Disclosure Form

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

OWNER
PARC GROVE COMMONS II
LIMITED PARTNERSHIP

COUNTY OF FRESNO

By: Housing Authority of the City of
Fresno, its Administrative General
Partner

(Authorized Signature)

Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

Tyrone Roderick Williams, Chief
Executive Officer
1331 Fulton Street
Fresno, CA 93721

Mailing Address

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

MANAGEMENT AGENT
GSF PROPERTIES, Inc.

By: _____
Deputy

(Authorized Signature)

Print Name & Title

Mailing Address

For Accounting Use Only:

Fund/Subclass: 0001/10000

Organization: 5630

Accounting #: 7295/0

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RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

**RESOLUTION AUTHORIZING ENTRY INTO A MEMORANDUM OF
UNDERSTANDING WITH FRESNO COUNTY DEPARTMENT OF BEHAVIORAL
HEALTH FOR PARC GROVE COMMONS II**

WHEREAS, the Housing Authority of the 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 and improve the quality of life of residents within affordable housing properties; and

WHEREAS, the purpose of this MOU is to outline the roles and relationships of the Supportive Services Coordinator, owner, and management agent of the Parc Grove Commons II development, regarding the operation of five (5) units. Additionally, this MOU shall outline the application referral process and the coordination of resources and efforts to provide permanent affordable housing utilizing the supportive housing model for these five (5) units. This MOU does not pertain to any units within the Parc Grove Commons II development other than the five (5) units; and

WHEREAS, the Agency desires to enter into a Memorandum of Understanding with the Fresno County Department of Behavioral Health for services to the formerly homeless and special needs populations residing at Parc Grove Commons II; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California do hereby authorize entry into Memorandum of Understanding with the Fresno County Department of Behavioral Health for Parc Grove Commons II and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte,

Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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 ENTRY INTO A MEMORANDUM OF
UNDERSTANDING WITH FRESNO COUNTY DEPARTMENT OF BEHAVIORAL
HEALTH FOR PARC GROVE COMMONS II**

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WHEREAS, the Agency desires to support housing opportunities for low- and moderate-income households and improve the quality of life of residents within affordable housing properties; and

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WHEREAS, the Agency desires to enter into a Memorandum of Understanding with the Fresno County Department of Behavioral Health for services to the formerly homeless and special needs populations residing at Parc Grove Commons II; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize entry into Memorandum of Understanding with the Fresno County Department of Behavioral Health for Parc Grove Commons II and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte,

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PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Eduardo Rodriguez
FROM:	Tyrone Roderick Williams, CEO		Project Manager
MEETING DATE:	09/27/2022	DEPARTMENT:	Real Estate Development
AGENDA ITEM:	6k	MEMO DATE:	09/15/2022
SUBJECT:	Authorize Tyrone Roderick Williams as Authorized Signer for HCD Joe Serna, Jr. Farmworker Housing Grant for La Joya Commons		

Executive Summary

The purpose of this Board memo is to request that Tyrone Roderick Williams be recognized as the authorized signer of the Joe Serna, Jr. Farmworker Housing (FWHG) grant from the Boards of Commissioners related to the new development property known as La Joya Commons ("The Project"). The La Joya Commons project is formerly USDA farm labor housing that is now operated as unrestricted housing. It is within 0.3 miles of the future West Hills College Coalinga, Firebaugh Center. In addition, there is a City of Firebaugh Park located just north of the project site and adjacent to the Mendoza Terrace Low-income Public Housing site. The La Joya Commons project was recently awarded a CA Department of Housing and Community Development (HCD) Joe Serna, Jr. Farmworker Housing Grant (FWHG) of up to \$5,000,000.

At the March 2021 Board meeting, the Board of Commissioners approved submitting a funding application to the California Department of Housing and Community Development's (HCD) Joe Serna, Jr. Farmworker Housing Grant (FWHG). Staff submitted an FWHG application for La Joya Commons on March 23, 2021, and were notified of the award in January 2022.

HCD requires an updated resolution that specifies Tyrone Roderick Williams will be the authorized signer as Chief Executive Officer. This Board action will authorize Tyrone Roderick Williams as the signer for the FWH grant for Firebaugh La Joya Commons, LP (the "Borrower").

Recommendation

It is recommended that the Boards of Commissioners of Fresno Housing adopt the attached resolution authorizing Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, or their designee to negotiate and execute documents in connection with the following approved actions:

1. Authorize Tyrone Roderick Williams, the Chief Executive Officer, Michael Duarte, the Chief Real Estate Officer, or their designees to execute documents on behalf of the Housing Authority of Fresno County, CA in its role as administrative general partner in the Firebaugh La Joya Commons, LP; and
2. Provide for other matters related thereto.

Fiscal Impact

No fiscal impact currently.

FRESNO HOUSING

Background Information

The La Joya Commons project (APNs: 007 140 07 ST & 007 140 04 ST) is a proposed 68-unit new construction development in Firebaugh, CA. The current site, formerly known as Firebaugh Farm Labor Housing, was constructed in 1974 and is now operating as Firebaugh Family. A final loan payment was made to the United States Department of Agriculture Rural Development (USDA) in December 2008, making it the first in the department's recent history to be paid off. Fresno Housing has continued managing the property as a low, very low, and moderate-income family development. Fresno Housing has maintained the property; however, it has remained in use beyond its expected lifetime, and the necessary improvements go beyond regular maintenance.

The existing site is adjacent to a number of Low-Income Public Housing properties owned by FH, including Cardella Courts (32 units), Mendoza Terrace (50 units), Mendoza Terrace II (40 units), Firebaugh Elderly (30 units), and Maldonado Migrant Center (64 units). The proposed unit mix will serve the existing population with one-, two-, three-, and four-bedroom units. In the coming years, West Hill Community College District will be building a new two-story, \$40 million campus, including state-of-the-art laboratories.

Past Board Action

- February 2020 – Authorization to Apply for Affordable Housing Program (AHP) to the Federal Home Loan Bank of San Francisco.
- August 2020 – Approval to Apply for Various Funding Sources.
- March 2021 – Approval to apply for HCD Joe Serna, Jr. Farmworker Housing Grant and Land/Building Donation.
- August 2021 – Approval to apply for HCD Multi-Family Housing Program (MHP) Funds
- February 2022 – Approval to apply for HCD HOME Partnership Program and 9% CTCAC.
- February 2022 – Approval of a Housing Relinquished Fund (HRCF) of up to \$2,000,000.
- February 2022 – Approval allocated thirty-four (34) Project-Based Vouchers to the Project.
- May 2022 - -Approval to apply for HCD Multi-family Housing Program (MHP) funds

LOAN AUTHORIZATION OF FIREBAUGH LA JOYA COMMONS, LP

The undersigned hereby **certifies** that **it is** the **sole member and manager** of the **Firebaugh La Joya Commons AGP, LLC, a California Limited Liability Company, Administrative General Partner of Firebaugh La Joya Commons, LP** (the "Borrower"), and as such **make** the following certifications and representations to the State of California Department of Housing and Community Development (the "Department"):

1. Under the Notice of Funding Availability, dated **February 25, 2021**, issued by the Department under its **Joe Serna, Jr. Farmworker Housing Grant ("FWHG")**, the Borrower has either received or been assigned a conditional commitment of funds pursuant to a Commitment Letter issued by the Department.
2. 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, which are the subject of conditional commitment of the Department, in an amount not to exceed **\$5,000,000** (the "**FWHG Grant**")
3. That in connection with the **FWHG Grant**, 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 **FWHG Grant**, 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 and certain other documents required by the Department as security for, evidence of or pertaining to the **FWHG Grant**, and all amendments thereto (collectively, the "**FWHG Grant Loan Documents**").
4. That **Tyrone Roderick Williams, Chief Executive Officer of the Housing Authority of Fresno County, CA, or Michael Duarte, Chief Real Estate Officer, of the Housing Authority of Fresno County, CA**, the **sole member and manager** of the **Firebaugh La Joya Commons AGP, LLC, a California Limited Liability Company, Administrative General Partner** of the Borrower, **are** authorized and directed to execute the **FWHG Grant Documents**, and any amendments thereto, on behalf of the Borrower.

Dated: September 27, 2022

BORROWER:

Firebaugh La Joya Commons AGP, LLC, a California limited Liability Company, Its Administrative General Partner

By: **Housing Authority of Fresno County, California**

Its: Administrative General Partner, a public body corporate and politic, its sole member and manager

By: Tyrone Roderick Williams
Chief Executive Officer

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION TO RECOGNIZE AUTHORIZED SIGNER OF JOE SERNA, JR. FARMWORKER HOUSING GRANT (FWHG) FROM THE BOARD OF COMMISSIONERS OF THE LA JOYA COMMONS PROJECT, A 68-UNIT NEW CONSTRUCTION DEVELOPMENT LOCATED AT 1501 CLYDE FANNON ROAD, FIREBAUGH, CA 93622 (APN 007-140-07STAND APN 007-140-04ST).

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

WHEREAS, the proposed La Joya Commons development (the “Project”) is located at 1501 Clyde Fannon Road Firebaugh, CA 93622, on approximately 4.00 acres (APNs: 007-140-07ST & 04ST); and

WHEREAS, the redevelopment Project envisions the new construction of a total of 68 multifamily apartment units and a new community building; and

WHEREAS, on February 25, 2021, the California Department of Housing and Community Development (the “Department”) issued a Notice of Funding Availability announcing the availability of funds under the California Department of Housing and Community Development Joe Serna, Jr. Farmworker Housing Grant (FWHG) Program and

WHEREAS, in response to the 2021 FWHG, HAFC received an allocation of FWHG funds for an amount of up to \$5,000,000 for La Joya Commons development; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California hereby authorizes Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, or their designee, to negotiate and execute documents in connection with the approved actions.

1. To Recognize and Authorize Tyrone Roderick Williams as signer for the Housing Authority of Fresno County, CA on behalf of the La Joya Commons Project.
2. Authorize Tyrone Roderick Williams, the Chief Executive Office, Michael Duarte, Chief Real Estate Officer, or their designees to execute documents on behalf of the Housing Authority of Fresno County, CA; and in the name of the Administrative General Partner, on its own behalf; and as administrative, general partner of the Partnership; and

3. Provide for other matters related thereto.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER 2022. 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 TO RECOGNIZE AUTHORIZED SIGNER OF JOE SERNA, JR. FARMWORKER HOUSING GRANT (FWHG) FROM THE BOARD OF COMMISSIONERS OF THE LA JOYA COMMONS PROJECT, A 68-UNIT NEW CONSTRUCTION DEVELOPMENT LOCATED AT 1501 CLYDE FANNON ROAD, FIREBAUGH, CA 93622 (APN 007-140-07ST AND APN 007-140-04ST).

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

WHEREAS, the proposed La Joya Commons development (the “Project”) is located at 1501 Clyde Fannon Road Firebaugh, CA 93622, on approximately 4.00 acres (APNs: 007-140-07ST & 04ST); and

WHEREAS, the redevelopment Project envisions the new construction of a total of 68 multifamily apartment units and a new community building; and

WHEREAS, on February 25, 2021, the California Department of Housing and Community Development (the “Department”) issued a Notice of Funding Availability announcing the availability of funds under the California Department of Housing and Community Development Joe Serna, Jr. Farmworker Housing Grant (FWHG) Program and

WHEREAS, in response to the 2021 FWHG, HAFC received an allocation of FWHG funds for an amount of up to \$5,000,000 for La Joya Commons development; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California hereby authorizes Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, or their designee, to negotiate and execute documents in connection with the approved actions.

1. To Recognize and Authorize Tyrone Roderick Williams as signer for the Housing Authority of Fresno County, CA on behalf of the La Joya Commons Project.
2. Authorize Tyrone Roderick Williams, the Chief Executive Office, Michael Duarte, Chief Real Estate Officer, or their designees to execute documents on behalf of the Housing Authority of Fresno County, CA; and in the name of the Administrative General Partner, on its own behalf; and as administrative, general partner of the Partnership; and

3. Provide for other matters related thereto.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER 2022. 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

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 09/27/2022
AGENDA ITEM: 6k
SUBJECT: Consideration of the Conflict of Interest Code

AUTHOR: Jeff Cardell
Director of Human Resources
DEPARTMENT: Human Resources
MEMO DATE: 09/21/2022

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to consider and approve the amended Conflict of Interest Code, as attached, for Fresno Housing (FH).

The purpose of the Conflict of Interest Code (Code) is to identify and prevent potential financial conflicts between the official conduct of public officials and employees and their personal financial interests. The Fair Political Practices Commission (FPPC) requires that the Agency's Conflict of Interest Code is reviewed and, if necessary, updated every two years. In so doing, the Code will consistently reflect the current structure of the agency and identifies all positions required to file a Form 700. Finally, the Code also establishes disclosure requirements for specific positions designated in the Conflict of Interest Code Appendices.

Appendix B of the Code has been updated to designate additional positions that are required to file a Form 700 based on the duties and decision making responsibilities of the respective positions.

Recommendation

It is recommended that the Boards of Commissioners approve and adopt the attached resolutions authorizing incorporation by reference, the Conflict of Interest Code as adopted by the Fair Political Practices Commission.

Fiscal Impact

None.

Background Information

The Political Reform Act (Government Code 81000, et seq.) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes every two years. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard Conflict of Interest Code and may be incorporated by reference in an agency's code. The standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Conflict-of-Interest Code for Housing Authorities, City and County of Fresno (doing business as Fresno Housing Authority)

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict-of-interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure requirements shall constitute the conflict-of-interest code of **The Fresno Housing Authority (the "Agency")**.

The Form 700s for designated positions, other than the members of the Agency's Boards of Commissioners and Alternates and Chief Executive Officer/Executive Director, shall be filed with the Agency. The Agency's Boards of Commissioners and Chief Executive Officer/Executive Director are to file their original Form 700s directly with the Clerk of the Board for the Fresno County Board of Supervisors using the electronic filing system. If the Form 700s are not filed electronically, the paper Form 700 and waiver shall be filed with the Agency and, upon receipt of these paper Form 700s with waivers, the Agency shall make and retain a copy and forward the original to the Clerk of the Board of Supervisors.

The Agency shall retain a copy of all electronically filed Form 700s, a copy of all paper Form 700s with waivers and the original Form 700s of designated positions and shall make the Form 700s available for public review, inspection, and reproduction. (Gov. Code section 81008.)

The provisions of all Conflict of Interest Codes and amendments thereto previously adopted by the Agency are hereby superseded.

APPENDIX A

PUBLIC OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that positions listed below manage public investments and will file a statement of economic interests pursuant to Government Code Section 87200. These positions are listed for informational purposes only:

- Members of the Boards of Commissioners
- Chief Executive Officer/Executive Director
- Deputy Executive Director
- Director of Finance
- Consultants involved in the investment of public funds

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

APPENDIX B
DESIGNATED POSITIONS

Designated Positions	Disclosure Categories
Accountant	1
Accounting Manager	1
Administrative Coordinator – Executive Office	1
Area Manager	2, 4
Assistant Directors (all)	1
Assistant Manager Housing Choice	2, 3
Assistant Project Manager	2, 3, 5, 6
Chiefs (all)	1
Communications Manager	1
Communications Project Manager	2, 3
Community Coordinator	2, 4
Construction Compliance Analyst	2, 3, 5, 6
Construction Manager/Owners Rep	2, 3, 5, 6
Construction Project Manager	2, 3, 5, 6
Consultants*	1
Development Finance Manager	2, 3, 5, 6
Directors (all)	1
District Manager	2, 3
Executive Operations Manager	1
Finance Manager	1
Financial Analyst	1
General Counsel*	1
Housing Programs Manager	2, 3
Human Resources Manager	2, 4
Information Technology & Systems Manager	2, 3
Maintenance Supervisor	2, 3
Procurement Analyst	1
Procurement Coordinator	1
Project Manager	2, 3, 5, 6
Property Manager	2, 4

Resident Services Manager	2, 3
Senior Accountant	1
Senior Analyst Quality Assurance	2, 3
Senior Analyst Property Operations	4
Senior Database Administrator	2, 4
Senior Financial Analyst	1
Senior Managers (all)	2, 3, 6
Senior Policy Analyst	1
Senior Project Manager	2, 3, 5, 6
Senior Systems Administrator	2, 4
Training & Development Analyst	2, 4

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the disclosure requirements in this code subject to the following limitation: The CEO may determine in writing that a particular consultant, is a “designated position” and is required to comply fully with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Sec. 81008.) Individuals holding designated positions must report their interests according to their assigned disclosure category(ies).

APPENDIX C

Disclosure Categories

Disclosure Category 1

Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency; and investments and business positions in business entities, and income, including loans, gifts, and travel payments, from all sources.

Disclosure Category 2

Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Disclosure Category 3

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the agency.

Disclosure Category 4

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the designated position's division or department.

Disclosure Category 5

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that filed a claim against the agency during the previous two years, or have a claim pending.

Disclosure Category 6

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources of the type to request an entitlement to use agency property or facilities, including, but not limited to:

- a license
- utility permit
- station vendor permit

RESOLUTION No. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

APPROVAL OF REVISED CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Section 81000, et seq., (“the Act”) requires State and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the terms of the 2 California Code of Regulations Section 18730 (“the Code”) adopted by the Fair Political Practices Commission in compliance with the Act, require that an agency’s conflict of interest code consistently reflects the current structure of the agency and properly identifies all positions required to file a Form 700; and

WHEREAS, the Housing Authority of the City of Fresno (“the Agency”), in compliance with the terms set forth in the Code and at the recommendation of the Fair Political Practices Commission, is proposing an update to the Agency’s Conflict of Interest Code Appendices to include new positions designated to file a Form 700.

NOW, THEREFORE, BE IT RESOLVED THAT the proposed update to the Agency’s Conflict of Interest Code Appendices is hereby incorporated and constitutes the Conflict of Interest Code of the Housing Authority of the City of Fresno.

PASSED AND ADOPTED THIS 27th day of September, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Board of Commissioners

RESOLUTION No. _____

**BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE COUNTY OF FRESNO
APPROVAL OF REVISED CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code Section 81000, et seq., (“the Act”) requires State and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the terms of the 2 California Code of Regulations Section 18730 (“the Code”) adopted by the Fair Political Practices Commission in compliance with the Act, require that an agency’s conflict of interest code consistently reflects the current structure of the agency and properly identifies all positions required to file a Form 700; and

WHEREAS, the Housing Authority of the County of Fresno (“the Agency”), in compliance with the terms set forth in the Code and at the recommendation of the Fair Political Practices Commission, is proposing an update to the Agency’s Conflict of Interest Code Appendices to include new positions designated to file a Form 700.

NOW, THEREFORE, BE IT RESOLVED THAT the proposed update to the Agency’s Conflict of Interest Code Appendices is hereby incorporated and constitutes the Conflict of Interest Code of the Housing Authority of the County of Fresno.

PASSED AND ADOPTED THIS 27th day of September, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Board of Commissioners

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Scott Berry
FROM:	Tyrone Roderick Williams, CEO		Senior Project Manager
MEETING DATE:	09/27/2022	DEPARTMENT:	Real Estate Development
AGENDA ITEM:	6m	MEMO DATE:	09/15/2022
SUBJECT:	Authorize a Pre-Development Loan from the Housing Relinquished Fund Corporation for Citrus Gardens		

Executive Summary

At the March 2021 Board Meeting, the Boards approved the staff to apply for the Department of Housing and Community Development's Joe Serna Jr. Farm Worker Grant funds, for which the application was successful in securing funding. Additionally, at the June 2022 Board Meeting, the Boards approved accepting an award of 9% Low-Income Housing Tax Credits (LIHTC) from the California Tax Credit Allocation Committee (CTCAC) for the Citrus Gardens development. After receiving Board approval, Fresno Housing (FH) submitted an executed Preliminary Reservation Letter to CTCAC accepting the award. The deadline to close on financing and begin construction is December 23, 2022.

As part of the next steps in the development process, financing is necessary for costs that will be incurred prior to financial closing. Predevelopment expenses will include a variety of costs related to the Citrus Gardens development, such as the cost of environmental reports, appraisals, architectural fees, TCAC application fees, etc. Although we have financing commitments for permanent and construction financing, funds are not made available until all diligence is complete and the close of financing occurs in December 2022. The pre-development loan will be fully repaid by permanent conversion.

At this time, it is requested that the Board of Commissioners approve a predevelopment loan of up to \$500,000 from the Housing Relinquished Fund Corporation to be repaid upon permanent conversion.

Recommendation

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

Staff is requesting a predevelopment loan commitment of up to \$500,000 from the Housing Relinquished Fund Corporation sufficient to cover predevelopment expenses associated with the

FRESNO HOUSING

rehabilitation and redevelopment of Citrus Gardens. Loan funds disbursed will be repaid at permanent conversion. The pre-development loan will carry 4% interest.

Background Information

Citrus Gardens is an existing single & two story apartment complex with 30-units located at two separate sites in Orange Cove, CA. Staff is proposing the rehabilitation of the project. Citrus Gardens I contains 20 units located at 201 Citrus Avenue on a 1.73-acre parcel (APN: 375-030-37T). Citrus Gardens II is located at 452 10th Street on a 0.74-acre parcel (APN: 375-142-15T) and includes 10 units, for a total of 30 units. Of those 30 units, six (6) units will be renovated to be made fully accessible on the ground floor. The remaining 24 units will receive various upgrades in the kitchen; including new appliances, counters, and cabinets. Site upgrades at both locations will include a new community laundry building, outdoor playground, new trash enclosure, and parking lot restriping. New concrete will also be added to meet accessibility requirements.

Past Board Actions

- March 2021 – Approval to Submit Joe Serna, Jr. Farmworker Housing Grant & Authorization of Land/Building Contribution for Citrus Gardens Apartments
- January 2022 – Award of General Contractor/Construction Manager Contract
- February 2022 – Authorization for Funding Application to the California Tax Credit Allocation Committee
- March 2022 – Approval to submit an application for 9% Low-Income Housing Tax Credits to the California Tax Credit Allocation Committee
- June 2022 – Approval to Accept Low-Income Housing Tax Credit Award and Authorization to Enter into an Architectural Services Contract

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

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

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

WHEREAS, the Orange Cove Citrus Gardens, Limited Partnership, (LP) has been created for the purposes of developing and owning the Citrus Gardens complex; and

WHEREAS, the Housing Authority of Fresno, County, CA (HAFC) is administrative general partner and Silvercrest, Inc. is the managing general partner of said LP; and

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

WHEREAS, the predevelopment loan is expected to be fully repaid at permanent conversion and carry 4% simple interest on the outstanding balance; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA do hereby authorize a Housing Relinquished Fund Corporation loan commitment in the amount of up to \$500,000 for predevelopment expenses related to the Citrus Gardens project and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute the all related documents.

PASSED AND ADOPTED THIS 27th DAY OF September, 2022. 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, CA

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

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

WHEREAS, the Orange Cove Citrus Gardens, Limited Partnership, (LP) has been created for the purposes of developing and owning the Citrus Gardens complex; and

WHEREAS, the Housing Authority of Fresno, County, CA (HAFC) is administrative general partner and Silvercrest, Inc. is the managing general partner of said LP; and

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

WHEREAS, the predevelopment loan is expected to be fully repaid at permanent conversion and carry 4% simple interest on the outstanding balance; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA do hereby authorize a Housing Relinquished Fund Corporation loan commitment in the amount of up to \$500,000 for predevelopment expenses related to the Citrus Gardens project and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute the all related documents.

PASSED AND ADOPTED THIS 27th DAY OF September, 2022. 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

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Marian Mikhael
FROM:	Tyrone Roderick Williams, CEO		Procurement Analyst
MEETING DATE:	09/27/2022	DEPARTMENT:	Administrative Services
AGENDA ITEM:	6n	MEMO DATE:	09/15/2022
SUBJECT:	Award of General Contractor/Construction Manager (GCCM) Contract – Step Up on 99 Renovation, New Construction, & Site Work		

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to award a General Contractor/Construction Manager (GCCM) contract for the Step Up on 99 Renovation, New Construction, & Site Work project.

On July 13, 2022, staff issued a Request for Proposal (RFP) for General Contractor/Construction Management (GCCM) Services. Solicitation efforts included publication in the Fresno Bee, Central Valley Builder's Exchange, Fresno Housing's E-procurement website, and public job walks.

The proposed scope of work included demolition, renovation, new construction, and site work on the property containing supportive housing known as Step-Up on 99. The site contains two (2) hotel buildings consisting of 97 existing hotel rooms, 1 staff break room and 1 downstairs office/manager's unit, and a large empty lot.

Once completed, the location will consist of a mixture of studio apartment units, newly constructed building of 2-story type apartments, a community building, and an outdoor area. The deadline for responses was scheduled for August 25, 2022.

The review panel was comprised of Fresno Housing (FH) staff from the Real Estate Development and Property Management departments. In addition to FH staff, an outside stakeholder from the City of Fresno was also included as part of the evaluation panel. After a review of the proposals and going through an interview process, the panel deemed ProWest Constructors to be the most responsive and responsible proposer.

After a comprehensive review, staff is recommending ProWest Constructors for the Step Up on 99 Renovation, New Construction, & Site Work project. The proposals were ranked based on the firm's experience, capacity, fee structure, demonstrated understanding of FH's desired goals and objectives, and economic opportunities outreach. ProWest Constructors has completed construction projects for Fresno Housing, and has the experience, qualifications and price that is most advantageous to the Agency.

Recommendation

It is recommended that the Boards of Commissioners award the General Contractor/Construction Management Services Contract for the Step Up on 99 Renovation, New Construction, & Site Work project to ProWest Constructors for an amount not to exceed 12.90% of construction costs for General Contracting services.

FRESNO HOUSING

It is further recommended to authorize Tyrone Roderick Williams, Chief Executive Officer, and/or his designee to negotiate and execute the contracts subject to satisfactory review and approval by legal counsel.

Fiscal Impact

The proposed contract with ProWest Constructors will be no greater than 12.90% of the total construction costs in the project budget and will be funded by City of Fresno Funds and the California Tax Credits Allocation Committee.

Background Information

Step Up on 99 supportive housing is located at 1240 N Crystal Ave. Fresno, CA 93728. The hotel is comprised of two (2) hotel buildings consisting of 97 existing hotel rooms, 1 staff break room and 1 downstairs office/manager's unit, and a large empty lot. The scope calls to convert them into 47 apartment units in a mixture of studio, 1-bedroom and 2-bedroom units each with one (1) full bathroom. The larger of the 2 buildings will ultimately be comprised of a total of 37 units (36 tenant plus 1 manager) with the second building having a total of 10 units. There will also be a newly constructed 2-story apartment building made up of (16) 3-bedroom/2-bath apartments. Lastly, the project will include a new single-story community building with a common meeting area and kitchen, leasing and services offices and public restrooms. Off-site work will be the construction of a new concrete sidewalk and of two (2) new concrete drive approaches meeting all of the City of Fresno PW standards. The project start date is still unknown but is projected to begin in late 2023.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

**RESOLUTION APPROVING THE CONTRACT FOR GENERAL
CONTRACTOR/CONSTRUCTION MANAGEMENT SERVICES WITH PROWEST
CONSTRUCTORS FOR STEP UP ON 99 RENOVATION, NEW CONSTRUCTION, & SITE
WORK**

WHEREAS, the Housing Authority of the City of Fresno, California (the “Agency”) seeks to expand the development and availability of permanent housing to residents in Fresno County; and,

WHEREAS, the City of Fresno was awarded City of Fresno Funds and California Tax Credits for the Step Up on 99 Renovation, New Construction, & Site Work located at 1240 N Crystal Ave. Fresno, CA 93728; and

WHEREAS, the Agency released a Request for Proposals for General Contractor/Construction Management (“GCCM”) Services; and

WHEREAS, the Request for Proposals was available on the Agency E-procurement website, advertised in the Fresno Bee and listed with the local Builders Exchange; and,

WHEREAS, the Agency has received three (3) proposals from qualified general contractors for the renovation, new construction, and site work of Step Up on 99; and

WHEREAS, ProWest Constructors was determined to be responsive and responsible and provided qualifications and prices that were most advantageous to the Agency, pursuant to the Agency’s procurement guidelines; and

WHEREAS, the Agency desires to enter into a contract with ProWest Constructors for general contractor/construction management services for the rehabilitation of Step Up on 99 for an amount that is not to exceed 12.90% of the total construction costs for the work completed between the project closing and the completion of construction. The total construction cost is estimated at \$20,000,000 to \$25,000,000;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA do hereby authorize Tyrone Roderick Williams, Chief Executive Officer, or his designee, to negotiate and execute the contract for the renovation, new

construction, and site work at Step Up on 99 with ProWest Constructors and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER 2022. 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, CA

RESOLUTION APPROVING THE CONTRACT FOR GENERAL
CONTRACTOR/CONSTRUCTION MANAGEMENT SERVICES WITH PROWEST
CONSTRUCTORS FOR STEP UP ON 99 RENOVATION, NEW CONSTRUCTION, & SITE
WORK

WHEREAS, the Housing Authority of Fresno County, California (the “Agency”) seeks to expand the development and availability of permanent housing to residents in Fresno County; and,

WHEREAS, the City of Fresno was awarded City of Fresno Funds and California Tax Credits for the Step Up on 99 Renovation, New Construction, & Site Work located at 1240 N Crystal Ave. Fresno, CA 93728; and

WHEREAS, the Agency released a Request for Proposals for General Contractor/Construction Management (“GCCM”) Services; and

WHEREAS, the Request for Proposals was available on the Agency’s E-procurement website, advertised in the Fresno Bee, and listed with the local Builders Exchange; and

WHEREAS, the Agency has received three (3) proposals from qualified general contractors for the renovation, new construction, and site work of Step Up on 99; and

WHEREAS, ProWest Constructors was determined to be responsive and responsible and provided qualifications and prices that were most advantageous to the Agency, pursuant to the Agency’s procurement guidelines; and

WHEREAS, the Agency desires to enter into a contract with ProWest Constructors for general contractor/construction management services for the rehabilitation of Parkway Inn for an amount that is not to exceed 12.90% of the total construction costs for the work completed between the project closing and the completion of construction. The total construction cost is estimated at \$20,000,000 to \$25,000,000;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize Tyrone Roderick Williams, Chief Executive Officer, or his designee, to negotiate and execute the contract for the renovation, new

construction, and site work of Step Up on 99 with ProWest Constructors and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER 2022. 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

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Marian Mikhael
FROM:	Tyrone Roderick Williams, CEO		Procurement Analyst
MEETING DATE:	09/27/2022	DEPARTMENT:	Administrative Services
AGENDA ITEM:	60	MEMO DATE:	09/15/2022
SUBJECT:	Award of General Contractor/Construction Manager (GCCM) Contract – Valley Inn (also known as Sage Commons)		

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to award a General Contractor/Construction Manager (GCCM) contract for the Valley Inn Repair and Rehabilitation project.

On July 21, 2022, staff issued a Request for Proposal (RFP) for General Contractor/Construction Management (GCCM) Services. Solicitation efforts included publication in the Fresno Bee, Central Valley Builder's Exchange, Fresno Housing's E-procurement website, and public job walks.

The proposed scope of work included rehabilitation and repair services on a property known as Valley Inn. The site contains 105 motel rooms, an office, and several storage/utility rooms. Once completed, the project will meet all accessibility requirements consistent with local law and requirements associated with California Department of Housing and Community Development's Homekey 2 program. The deadline for responses was scheduled for August 25th, 2022.

The Agency to receive a total of two (2) proposals for the Valley Inn repair and rehabilitation project. The review panel was comprised of Fresno Housing (FH) staff from the Real Estate Development and Property Management departments. In addition to FH staff, an outside stakeholder from the City of Fresno was also included as part of the evaluation panel. After a review of the proposals, the panel deemed Barnhart - Benson Builders, Inc. to be the most responsive and responsible proposer.

After a comprehensive review, staff is recommending Barnhart - Benson Builders, Inc. for the Valley Inn repair and rehabilitation project. The proposals were ranked based on the firm's experience, capacity, fee structure, demonstrated understanding of FH's desired goals and objectives, and economic opportunities outreach. Barnhart - Benson Builders, Inc. is a local firm which has completed several construction projects for Fresno Housing, and has the experience, qualifications and price that is most advantageous to the Agency.

Recommendation

It is recommended that the Boards of Commissioners award the General Contractor/Construction Management Services Contract for the Valley Inn repair and rehabilitation project to Barnhart - Benson Builders, Inc. for an amount not to exceed 14% of construction costs for General Contracting services.

It is further recommended to authorize Tyrone Roderick Williams, Chief Executive Officer, and/or his designee to negotiate and execute the contracts subject to satisfactory review and approval by legal counsel.

FRESNO HOUSING

Fiscal Impact

The proposed contract with Barnhart – Benson Builders, Inc. will be no greater than 14% of the total construction costs and will be funded by the City of Fresno, which is the recipient of a Homekey 2 program grant from the California Department of Housing and Community Development. The total construction cost is estimated at \$1,000,000.

Background Information

Valley Inn (aka Sage Commons) is located at 933 N. Parkway Drive, Fresno, CA 93728. The motel 105 motel rooms, an office, and several storage/utility rooms. The primary objectives of this current scope will be to upgrade and increase ADA accessibility at the property, replace aging mechanical equipment (including a rooftop chiller), and increase site amenities and recreation space. The project is estimated to begin in October of 2022.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

**RESOLUTION APPROVING THE CONTRACT FOR GENERAL
CONTRACTOR/CONSTRUCTION MANAGEMENT SERVICES WITH BARNHART –
BENSON BUILDERS, INC. FOR VALLEY INN (ALSO KNOWN AS SAGE COMMONS)
REPAIR AND REHABILITATION**

WHEREAS, the Housing Authority of the City of Fresno, California (the “Agency”) seeks to expand the development and availability of transitional housing to residents in Fresno County; and,

WHEREAS, the City of Fresno is a recipient of a Homekey 2 Program grant from the California Department of Housing and Community Development for the Valley Inn (aka Sage Commons) repair and rehabilitation project located at 933 N. Parkway Drive, Fresno, CA 93728; and

WHEREAS, the Agency released a Request for Proposals for General Contractor/Construction Management (“GCCM”) Services; and

WHEREAS, the Request for Proposals was available on the Agency E-procurement website, advertised in the Fresno Bee and listed with the local Builders Exchange; and,

WHEREAS, the Agency has received two (2) proposals from qualified general contractors for the repair and rehabilitation of Valley Inn; and

WHEREAS, Barnhart - Benson Builders, Inc. was determined to be responsive and responsible and provided qualifications and prices that were most advantageous to the Agency, pursuant to the Agency’s procurement guidelines; and

WHEREAS, the Agency desires to enter into a contract with Barnhart - Benson Builders, Inc. for general contractor/construction management services for the rehabilitation of Valley Inn for an amount that is not to exceed 14% of the total construction costs for the work completed between the project closing and the completion of construction. The total construction cost is estimated at \$1,000,000;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA do hereby authorize Tyrone Roderick Williams, Chief Executive Officer, or his designee, to negotiate and execute the contract for the repair and

rehabilitation of Valley Inn with Barnhart - Benson Builders, Inc. and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER 2022. 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 APPROVING THE CONTRACT FOR GENERAL
CONTRACTOR/CONSTRUCTION MANAGEMENT SERVICES WITH BARNHART –
BENSON BUILDERS, INC. FOR VALLEY INN (ALSO KNOWN AS SAGE COMMONS)
REPAIR AND REHABILITATION**

WHEREAS, the Housing Authority of Fresno County (the “Agency”) seeks to expand the development and availability of transitional housing to residents in Fresno County; and,

WHEREAS, the City of Fresno is a recipient of a Homekey 2 Program grant from the California Department of Housing and Community Development for the Valley Inn (aka Sage Commons) repair and rehabilitation project located at 933 N. Parkway Drive, Fresno, CA 93728; and

WHEREAS, the Agency released a Request for Proposals for General Contractor/Construction Management (“GCCM”) Services; and

WHEREAS, the Request for Proposals was available on the Agency E-procurement website, advertised in the Fresno Bee and listed with the local Builders Exchange; and,

WHEREAS, the Agency has received two (2) proposals from qualified general contractors for the repair and rehabilitation of Valley Inn; and

WHEREAS, Barnhart - Benson Builders, Inc. was determined to be responsive and responsible and provided qualifications and prices that were most advantageous to the Agency, pursuant to the Agency’s procurement guidelines; and

WHEREAS, the Agency desires to enter into a contract with Barnhart - Benson Builders, Inc. for general contractor/construction management services for the rehabilitation of Valley Inn for an amount that is not to exceed 14% of the total construction costs for the work completed between the project closing and the completion of construction. The total construction cost is estimated at \$1,000,000;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby authorize Tyrone Roderick Williams, Chief Executive Officer, or his designee, to negotiate and execute the contract for the repair and

rehabilitation of Valley Inn with Barnhart - Benson Builders, Inc. and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER 2022. 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

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Doreen Eley
FROM:	Tyrone Roderick Williams, CEO		Assistant Director -- Resident Empowerment
MEETING DATE:	09/27/2022	DEPARTMENT:	Resident Empowerment
AGENDA ITEM:	6p	MEMO DATE:	09/23/2022
SUBJECT:	Consideration of Application to the U.S. Department of Housing and Urban Development for 2022 Continuum of Care Funding		

Executive Summary

The purpose of this memo is to provide information to the Boards of Commissioners regarding funding applications for Continuum of Care (CoC) grants and approve the resolutions authorizing Fresno Housing to apply for this funding.

Fresno Housing intends to submit seven (7) renewal applications for a total of a little over \$1.6 million to the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) for the continued operation of programs assisting those experiencing homelessness. FH submitted applications to the local review panel on September 28, 2021. This local review panel met on October 13-14, 2021; final results will be determined on October 25, 2021.

Renewal applications to be submitted to HUD comprise the following programs:

- Four (4) housing projects; including our Renaissance developments. Funding totals a little over \$1.6 million and provides 171 units of housing;
- Two (2) Homeless Management Information System (HMIS) projects with funding totaling \$322,270. HMIS currently has 99 projects with 210 HMIS users in the system. The data derived is used to inform the needs of the community homeless system as well as its effectiveness. In addition, data derived is used by federal, state and local funding sources;
- One (1) CoC Planning Grant funded at \$335,473. This grant assists the Fresno Madera community the opportunity to perform various activities, including strategic planning functions with consultants such as HomeBase and Community Solutions, elements of the annual Point in Time Count and evaluation of all projects within the continuum.

HUD requires the Board of Commissioners approve submission of all CoC applications. The final applications, along with the community Consolidated Application is due to HUD on September 30, 2022.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno and the Board of Commissioners of the Housing Authority Fresno County adopt the attached resolutions authorizing: (a) submission of application to the U.S. Department of Housing and Urban Development for Continuum of Care program funding; (b) execution, by the Interim CEO, or her designee, of any resulting

FRESNO HOUSING

contract(s), and associated amendments; (c) to hire related personnel to administer the program(s) in accordance with the funding requirements, in accordance with the grant requirements and Agency budgets.

Fiscal Impact

CoC regulations require a 25% cash or in-kind match for funding awarded. Match requirements for FH CoC programs are met using in-kind via both partner agency services and/or FH administrative time. Although FH has submitted funding proposals to the CoC, adjustments may be made through HUD final award. If Fresno Housing is successful in its applications, the funding and personnel required to execute the programs will be included in the 2023 budgets.

Background Information

Across the country, communities establish Continuums of Care to provide a coordinated response system to persons experiencing homelessness. These organizations are comprised of various stakeholders engaged in homeless services. The Fresno Madera Continuum of Care (FMCoC) has approximately forty (40) organizations including domestic violence, substance abuse, county mental health, county social services and nonprofit organizations.

Annually HUD conducts a national competition for CoC funding which lasts approximately ten weeks. Resultant rewards are largely based on the strength of the community Consolidated Application which is completed by the Collaborative Applicant - Fresno Housing acts as the Collaborative Applicant for the FMCoC. In this application, the Collaborative Applicant details the community coordinated response to homelessness with strategies as alignment of resources across both CoC and non-CoC funding, the use of streamlined processes to provide appropriate housing services, known as Coordinated Entry and use of data analysis to gauge community progress towards reduction of homelessness. In recent years, Fresno has consistently scored in the top 20% of the country.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING SUBMISSION OF 2022 U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT (HUD) CONTINUUM OF CARE PROGRAM FUNDING**

WHEREAS, the Housing Authority of the City of Fresno to submit grants for funding under the U.S. Department of Housing and Urban Development Continuum of Care Program; and,

WHEREAS, said program is intended to provide housing for individuals and families experiencing homelessness residing in Fresno County in addition to infrastructure need attendant to; and

WHEREAS, grant funding for varying renewal projects in the amount of approximately \$1.6 million and will collectively encompass the period of January 1, 2023 to December 31, 2023; and

WHEREAS, the Housing Authority of the City of Fresno as the Collaborative Applicant appointed by the Fresno Madera Continuum of Care, will act as the lead agency to ensure a coordinated response to homelessness.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, authorize and empower Tyrone Roderick Williams, Chief Executive Officer or his designee for the following actions needed to move forward with recipient of grant funding:

1. Authorize the Agency to receive awards of grant funding from the U.S. Department of Housing and Urban Development in the amount of approximately \$1.6 million to operate both supportive housing and infrastructure needs for the Fresno Madera Continuum; and,
2. Authorize the Agency to execute all documents related to the acceptance of the award and the creation of interim housing.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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 BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION APPROVING SUBMISSION OF 2022 U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT (HUD) CONTINUUM OF CARE PROGRAM FUNDING**

WHEREAS, the Housing Authority of Fresno County to submit grants for funding under the U.S. Department of Housing and Urban Development Continuum of Care Program; and,

WHEREAS, said program is intended to provide housing for individuals and families experiencing homelessness residing in Fresno County in addition to infrastructure need attendant to; and

WHEREAS, grant funding for varying renewal projects in the amount of approximately \$1.6 million and will collectively encompass the period of January 1, 2023 to December 31, 2023; and

WHEREAS, the Housing Authority City of Fresno as the Collaborative Applicant appointed by the Fresno Madera Continuum of Care, will act as the lead agency to ensure a coordinated response to homelessness.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, authorize and empower Tyrone Roderick Williams, Chief Executive Officer or his designee for the following actions needed to move forward with recipient of grant funding:

1. Authorize the Agency to receive awards of grant funding from the U.S. Department of Housing and Urban Development in the amount of approximately \$1.6 million to operate both supportive housing and infrastructure needs for the Fresno Madera Continuum; and,
2. Authorize the Agency to execute all documents related to the acceptance of the award and the creation of interim housing.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Dave Brenner
FROM:	Tyrone Roderick Williams, CEO		Manager
MEETING DATE:	09/27/2022	DEPARTMENT:	Real Estate Development
AGENDA ITEM:	6q	MEMO DATE:	09/15/2022
SUBJECT:	Approval to Accept Permanent Local Housing Allocation funds for Wedgewood Villas		

Executive Summary

On August 28, 2020 the Board of Commissioners adopted resolutions approving the conversion of Wedgewood Villas under the HUD Rental Assistance Demonstration (RAD) program and the formation of a partnership entity with Silvercrest, Inc.

In July 2021, the RAD conversion was finalized and ownership transferred to the Sanger Wedgewood, LP. The conversion marked the transition of residents from the Low-Income Public Housing program to the RAD Project-Based Voucher program.

In August, 2021, Staff begin several rehabilitation scopes of work to improve the Wedgewood property. This work included replacement of HVAC and domestic hot water heaters, ADA improvements, and energy and water-efficient upgrades. The team also anticipates the installation of tenant-benefiting solar under the Solar on Multifamily Affordable Housing (SOMAH) program.

In June, 2021, Staff submitted a funding application to the County of Fresno for HOME/Permanent Local Housing Allocation (PLHA) funds. In April, 2022, County staff indicated their intention to award approximately \$900,000 in PLHA funding to the Wedgewood Villas project. The funding will be utilized for additional rehabilitation scopes including roofing, painting, flooring, and landscape improvements.

Recommendation

It is recommended that the Boards of Commissioners accept the award of Permanent Local Housing Allocation funding from the County of Fresno for Wedgewood Villas for the purpose of rehabilitation and further authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

Fiscal Impact

The Agency secured \$1,405,000 for the initial rehabilitation scope. The commitment of PLHA funding will be approximately \$900,000 for additional rehabilitation work. Neither the Agency, nor the Sanger Wedgewood, LP, anticipates additional fiscal impacts from the utilization of this funding.

FRESNO HOUSING

Background Information

Wedgewood Villas is a 64-unit property at 2415 5th Street, Sanger, California. Of the 64 units, there are fifty-eight (58) one-bedroom units, five (5) two-bedroom units, and one two-bedroom manager's unit.

The property was built 1984 under the HUD Low-Income Public Housing program. Since initial opening, the property has strived to serve the senior population of Sanger.

Past Board Actions

- August 2020 – Authorizing the Formation of a Partnership with Silvercrest, Inc.
- June, 2021 – Authorizing Conversion under the HUD Rental Assistance Demonstration program and financing related thereto

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF PERMANENT LOCAL HOUSING
ALLOCATION FUNDING AWARDED TO WEDGEWOOD VILLAS**

WHEREAS, the Housing Authority of the City of Fresno (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 and improve the quality of life within existing properties; and

WHEREAS, Wedgewood Villas is a 64-unit affordable housing in Sanger, California, constructed under the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on August 25th, 2020 the Board of Commissioners adopted a resolution approving the formation of an ownership entity and submission of the property under HUD’s Rental Assistance Demonstration (“RAD”) program; and

WHEREAS, in June 2021, Staff submitted a funding application to the County of Fresno for HOME and/or Permanent Local Housing Allocation (PLHA) funding; and

WHEREAS, the County of Fresno desires to commit approximately \$900,000 in PLHA funding to the Wedgewood Villa project and the County Board of Supervisors intends to ratify the award in November, 2022; and

WHEREAS, Staff desires to accept the award of PLHA funding to undertake additional rehabilitation scopes at the Wedgewood property; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby approve the acceptance of a Permanent Local

Housing Allocation from the County of Fresno and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. 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, CALIFORNIA

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF PERMANENT LOCAL HOUSING
ALLOCATION FUNDING AWARDED TO WEDGEWOOD VILLAS**

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

WHEREAS, the Agency desires to support housing opportunities for low and moderate income households and improve the quality of life within existing properties; and

WHEREAS, Wedgewood Villas is a 64-unit affordable housing in Sanger, California, constructed under the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on August 25th, 2020 the Board of Commissioners adopted a resolution approving the formation of an ownership entity and submission of the property under HUD’s Rental Assistance Demonstration (“RAD”) program; and

WHEREAS, in June 2021, Staff submitted a funding application to the County of Fresno for HOME and/or Permanent Local Housing Allocation (PLHA) funding; and

WHEREAS, the County of Fresno desires to commit approximately \$900,000 in PLHA funding to the Wedgewood Villa project and the County Board of Supervisors intends to ratify the award in November, 2022; and

WHEREAS, Staff desires to accept the award of PLHA funding to undertake additional rehabilitation scopes at the Wedgewood property; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California do hereby approve the acceptance of a Permanent Local

Housing Allocation from the County of Fresno and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute all related documents therein.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. 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

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Tyrone Roderick Williams
FROM:	Tyrone Roderick Williams, CEO		Chief Executive Officer
MEETING DATE:	09/27/2022	DEPARTMENT:	Executive Office
AGENDA ITEM:	7a	MEMO DATE:	09/23/2022
SUBJECT:	Presentation Regarding the Resident Safety Program		

Executive Summary

Staff will provide a presentation explaining the Agency strategy for addressing resident safety concerns.

Recommendation

None at this time.

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
ITEM: 7b
SUBJECT: 2022 Mid-Year Financial Results

AUTHOR: Crystal Cox
Finance Manager
DEPARTMENT: Finance
MEMO DATE: 08/10/2022

Executive Summary

The purpose of this update is to present an overview of the financial operating results as of June 30, 2022. The attached financial report shows the consolidation of all Agency operational budgets combined into six divisions. Projections have been incorporated into the year-to-date budget to account for the timing of cash flows and known variable expenses. These adjustments were based on historical trends and the most current information available.

The 2022 Operating Budget was approved by the Boards of Commissioners in December 2021, with total revenues of \$45.5 million and total operating expenses of \$44.9 million. As of June, total revenues are \$594 thousand more than anticipated at \$23 million through June. Total operating expenses are \$21.1 million, which is \$581 thousand less than budgeted. This puts net operating income at \$1.2 million, which is \$1.1 more than budgeted. As of June, the Agency has utilized \$532 thousand in unrestricted reserves, which is \$404 thousand more than budgeted at this point in the year. The majority of the variance in unrestricted net income is mainly due to timing delays in the receipt of Developer fees. Staff expects this variance to decrease once Developer Fees are received in the second half of the year.

OPERATING BUDGET

TOTAL INCOME

TOTAL EXPENSES

NET OPERATING INCOME

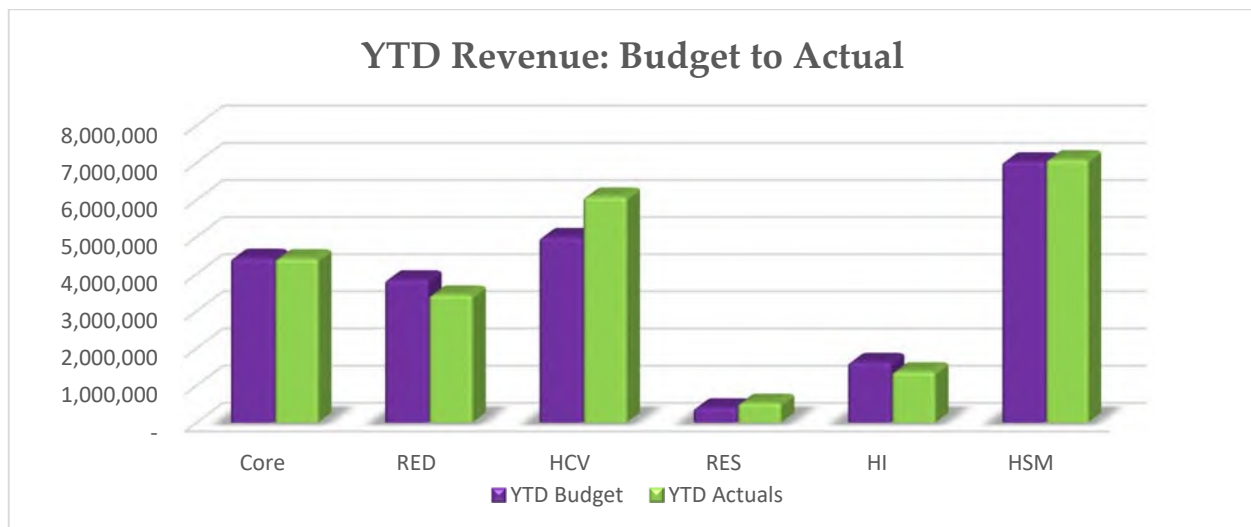
TOTAL NON-OPERATING EXPENSES

NET INCOME

UNRESTRICTED NET INCOME

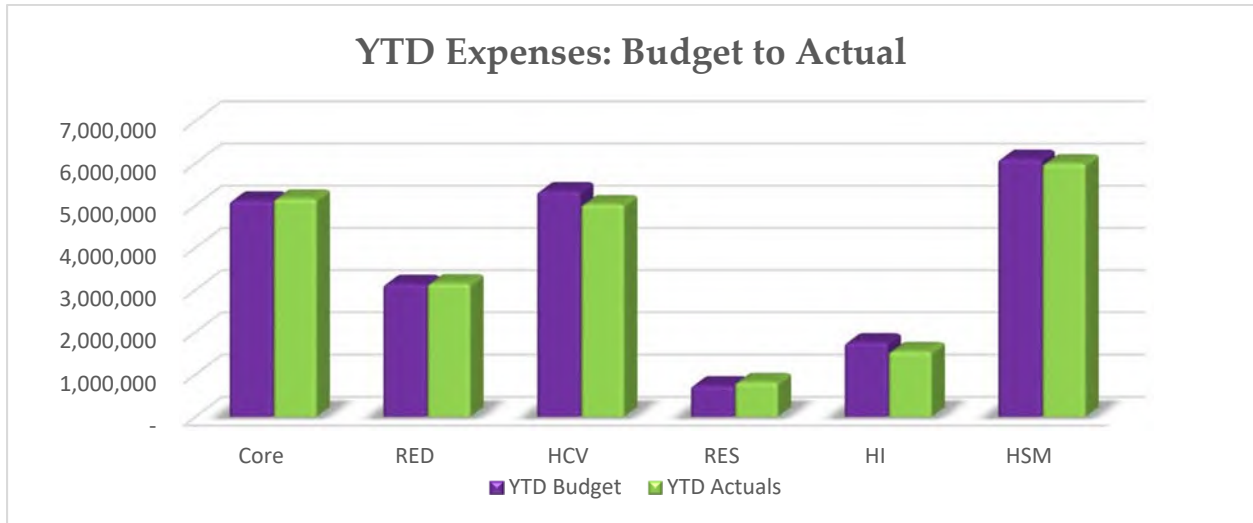
Annual Budget	YTD Budget	YTD Actuals
45,504,398	22,373,575	22,967,729
44,884,012	21,685,769	21,104,832
620,386	687,806	1,862,897
1,101,083	550,542	645,317
(480,697)	137,264	1,217,580
(406,701)	(127,489)	(531,885)

Agency Revenue



- Overall, year-to-date revenue is \$23 million, which is 3% more than the year-to-date budget, largely due to an increase in HUD Grant Income.
- **CORE:** Other income is higher than budgeted due to the receipt of administrative fees for a refinancing loan.
- **RED:** Developer Fees were received for Solivita Commons in June. Developer Fee income is less than budgeted due to the timing of how fees are collected; however, staff anticipates ending the year slightly better than budgeted due to a projected increase in Developer Fees to be received through 2022. Other Grant Income is less than budgeted largely due to timing delays in Homekey grant reimbursements. Staff expects these reimbursements to be received in the third quarter of 2022.
- **HCV:** HUD Grant Income is more than budgeted due to an increase in proration for HCV-Admin Fees.
- HI:** HUD Grant Income is less than budgeted however, the net effect on the overall budget is neutral as most of these grants operate on a reimbursement basis. The variance in HUD Grant Income and Other Income is mainly due to how grant reimbursements were recorded in the 2022 Budget. The approved budget reflects the full grant amounts for each program, however, these grants operate on a reimbursement-basis, meaning we may not draw down the full grant amount. Going forward, staff will use prior expenditures to forecast grant reimbursements for the 2023 budget.

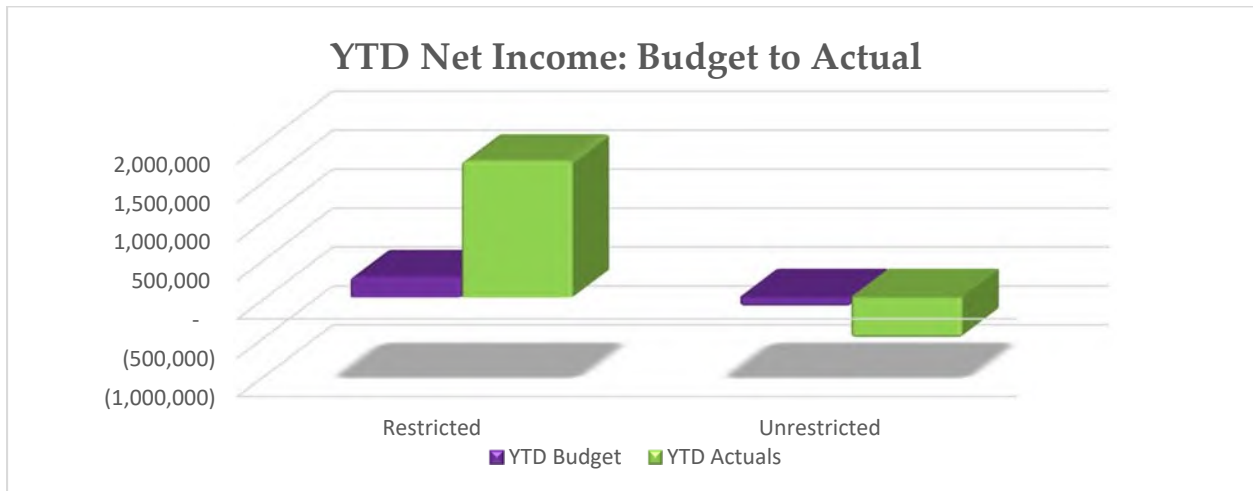
Agency Expenses



Overall, year-to-date operating expenses are \$21.1 million and non-operating expenses are \$645 thousand, which together are about 2% lower than budgeted.

HSM: Utility Expenses are approximately \$230 thousand (15%) lower than budgeted at this point in the year. Fewer expenses were incurred as a result of the conversion and rehabilitation of properties within the Housing Management division.

Agency Net Income



- Unrestricted net income is approximately \$404 thousand lower than budgeted as of June, mainly due to timing delays in the receipt of Developer fees. Staff expects this variance to decrease once Developer Fees are received in the third and fourth quarters of 2022.
- Restricted net income is approximately \$1.5 million higher than budgeted due to higher HUD grant revenue in the Housing Management division and Housing Choice Voucher program, and lower payroll and maintenance expenses within the Housing Management division.

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Nicole Diaz
FROM:	Tyrone Roderick Williams, CEO		Director of Finance & Accounting
MEETING DATE:	9/27/2022	DEPARTMENT:	Finance & Accounting
AGENDA ITEM:	7b	MEMO DATE:	9/16/2022
SUBJECT:	Update on the 2023 Federal Budget and Agency Budget		

Executive Summary

The purpose of this memo is to inform the Boards of Commissioners that staff will be presenting information regarding the 2023 Federal budget and the Agency's 2023 annual budgeting process.

Recommendation

No action is necessary. This item is informational only.

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Tiffany B. Mangum
FROM:	Tyrone Roderick Williams, CEO		Senior Manager, Strategic Initiatives and Partnerships
MEETING DATE:	09/27/2022	DEPARTMENT:	Equity and Inclusion
AGENDA ITEM:	7c	MEMO DATE:	09/18/2022
SUBJECT:	Overview of the Choice Neighborhood Initiative – California Avenue Neighborhood		

Executive Summary

Staff will present an overview and activities associated with our master planning work within the California Avenue Neighborhood of southwest Fresno – our Choice Neighborhood Planning Process.

Recommendation

None at this time. This is for informational purposes only.

BOARD MEMO



TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 09/27/2022
AGENDA ITEM: 7d
SUBJECT: Real Estate Development Update

AUTHOR: Michael Duarte
Chief Real Estate Officer
DEPARTMENT: Real Estate Development
MEMO DATE: 09/21/2022

Executive Summary

Staff will provide an overview of real estate development activities.

Recommendation

None at this time.

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Nicole Diaz
FROM:	Tyrone Roderick Williams, CEO		Director of Finance & Accounting
MEETING DATE:	9/27/2022	DEPARTMENT:	Finance & Accounting
AGENDA ITEM:	7e	MEMO DATE:	9/16/2022
SUBJECT:	Update on Housing Relinquished Fund Corporation Reserves		

Executive Summary

Staff will be presenting an update on the Housing Relinquished Fund Corporation (HRFC) cash reserves. The analysis will include actual inflows and outflows as of August 31, 2022, as well as current commitments.

Recommendation

No action is necessary. This item is informational only.

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 9/27/2022
AGENDA ITEM: 8a
SUBJECT: Consideration of Transfer of Sales Proceeds and Refinancing Proceeds to the Housing Relinquished Fund Corporation

AUTHOR: Nicole Diaz
DEPARTMENT: Finance & Accounting
MEMO DATE: 9/20/2022

Executive Summary

The purpose of the this memo is to provide information and seek approval from the Boards of Commissioner to transfer of sales proceeds and refinancing proceeds from the Fresno Housing Authority to the Housing Relinquished Fund Corporation, a joint entity of the city and county housing authorities.

Through the recent real estate development transaction, Fresno Housing (FH) has converted Villages at Paragon owned by Housing Authority of the City of Fresno into an affordable housing partnership project. The site was purchased from FH by a limited partnerships at fair market value, for which FH received cash payments at the financial closings.

Property	Sales Proceeds
Villages at Paragon (aka Plaza Terrace)	\$1,700,000
Total	\$1,700,000

Dayton Square Apartments, El Cortez Apartments and the Woodside Apartments operate under the Agency's Unrestricted Properties division and have no legal restrictions with regard to affordability. The properties are in good physical condition, have a history of strong financial performance, and operate with low vacancy rates. In an effort to further strengthen its financial position, staff took advantage of low interest rates and refinanced the properties' existing mortgage loans, for which FH received a one time cash take-out payment.

Property	Refinancing Proceeds
Dayton	\$462,674.89
Woodside	\$540,042.96
El Cortez	\$349,542.09
Total	\$1,352,259.94

FRESNO HOUSING

Since the FH financial statements have now been reviewed by our external auditor and the Department of Housing and Urban Development (HUD), staff is proposing to transfer these funds to HRFC to be used to further the supply of affordable housing, in accordance with the mission of the Fresno Housing Authority and the Housing Relinquished Fund Corporation.

Recommendation

It is recommended that the Boards of Commissioner to approve the transfer of proceeds from the Fresno Housing Authority to the Housing Relinquished Fund Corporation in the amount of \$3,052,259.94.

Fiscal Impact

The fiscal impact of the transaction is neutral. Both sales proceeds and refinancing proceeds held within Fresno Housing Authority will be transferred to the Housing Relinquished Corporation, a joint entity of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County.

Background Information

On occasion, FH will transfer unrestricted dollars to HRFC to replenish the HRFC reserves, which are used for various purposes at the discretion of the Boards of Commissioners. Most recently, the Boards have approved similar transactions in May 2019 and July 2018, in relation to the conversion of various public housing assets through the Rental Assistance Demonstration Program. Once transferred to HRFC, these funds are used for various purposes in connection to housing, including grants to various housing programs to cover operational deficits or loans for the development of affordable housing.

RESOLUTION NO. _____

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

RESOLUTION APPROVING THE TRANSFER OF SALES PROCEEDS AND FINANCING
PROCEEDS FROM THE FRESNO HOUSING AUTHORITY TO THE HOUSING
RELINQUISHED FUND CORPORATION

WHEREAS, the Fresno Housing Authority (“the Agency”) has converted one properties through a real estate sales transaction, and refinanced three other properties’ existing mortgage loans, including Dayton, El Cortez and Woodside; and

WHEREAS, these transactions generated \$1,700,000 in sales proceeds and \$1,352,259.94 in refinancing proceeds to the Agency; and

WHEREAS, the Agency desires to transfer said proceeds, in the amount of \$3,052,259.94, from the Agency to the Housing Relinquished Fund Corporation to be used to further the supply of affordable housing;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno does hereby approve the transfer of the proceeds from the Fresno Housing Authority to the Housing Relinquished Fund Corporation in the amount of \$3,052,259.94.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER 2022. 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 Roderick Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

RESOLUTION APPROVING THE TRANSFER OF SALES PROCEEDS AND
REFINANCING PROCEEDS FROM THE FRESNO HOUSING AUTHORITY TO THE
HOUSING RELINQUISHED FUND CORPORATION

WHEREAS, the Fresno Housing Authority (“the Agency”) has converted one properties through a real estate sales transaction, and refinanced three other properties’ existing mortgage loans, including Dayton, El Cortez and Woodside; and

WHEREAS, these transactions generated \$1,700,000 in sales proceeds and \$1,352,259.94 in refinancing proceeds to the Agency; and

WHEREAS, the Agency desires to transfer said proceeds, in the amount of \$3,052,259.94, from the Agency to the Housing Relinquished Fund Corporation to be used to further the supply of affordable housing;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno does hereby approve the transfer of the proceeds from the Fresno Housing Authority to the Housing Relinquished Fund Corporation in the amount of \$3,052,259.94.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER 2022. 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 Roderick Williams, Secretary of the Boards of Commissioners

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Michael Duarte
FROM:	Tyrone Roderick Williams, CEO		CREO
MEETING DATE:	09/27/2022	DEPARTMENT:	Real Estate Development
AGENDA ITEM:	8b	MEMO DATE:	09/19/2022
SUBJECT:	Request for Housing Relinquished Fund Corporation Loan - The Monarch @ Chinatown		

Executive Summary

The purpose of this memo is to request a Housing Relinquished Fund Corporation (HRFC) loan for The Monarch @ Chinatown located at 1101 "F" Street in Fresno, CA, 93706, to cover cost increases during construction. The Monarch @ Chinatown (the "Project") site consists of approximately 0.60 acres in the Chinatown district of Fresno, CA. The development is a 4-story, mixed-use development with commercial/retail space on the ground floor, and 57 units of affordable workforce housing above.

The Monarch @ Chinatown started construction in August 2020 and was faced with delays at the beginning of the project with the COVID-19 pandemic and the City of Fresno moving to electronic-only plan submissions, the approval process and being able to reach key personnel was severely impacted. The project was also faced with significant inflation in material costs due to the COVID-19 pandemic; project delays and extension of construction contract; and increases due to materials supply and demand. In addition the project was faced with delays due to PG&E since they needed to be focused on the wildfires, which delayed the removal of the PG&E poles, and in turn impacted the construction schedule.

On October 10, 2019, the Fresno City Council unanimously approved a Transformative Climate Community (TCC) Sub-Recipient Agreement for \$10,807,319 for the The Monarch @ Chinatown and a Memorandum of Understanding (MOU) between the City of Fresno and Fresno Housing totaling \$977,902 for public infrastructure improvements in the local Chinatown district. The Project also received a funding commitment from the City of Fresno of HOME Funds in the amount of \$397,118. Fresno Housing has committed approximately \$1,000,000 of restricted LIPH funding. All previous Housing Relinquished Fund Corporation predevelopment loans have been repaid.

In addition to TCC and HOME funds, other committed public funding sources include the Infill Infrastructure Grant program (IIG) from the State of California, and a permanent and soft loan from California Housing Finance Agency (CalHFA). Low Income Housing Tax Credits and tax-exempt Bonds were also secured for the project in February 2020. It is anticipated that the project will complete construction by December 2022.

At this time, it is necessary and recommended that the Board approve a loan from the Housing Relinquished Fund Corporation in the amount of up to \$2,500,000 during the construction period and staff strives to pay down some of the balance with deferred/contributed developer fee and seeking additional funding.

Recommendation

FRESNO HOUSING

It is recommended that the Boards adopt the attached resolution approving loan from the Housing Relinquished Fund Corporation for a total loan of up to \$2,500,000 for the The Monarch @ Chinatown and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute documents related to this action.

Fiscal Impact

The fiscal impact will be up to \$2,500,000 of HRFC funds requested for the construction completion of The Monarch @ Chinatown. Staff will continue to pursue opportunities to reduce the permanent commitment.

Background Information

The Monarch @ Chinatown site is located at 1101 “F” Street in Fresno, CA, 93706 southwest of Downtown Fresno. The site is in close proximity to the planned High Speed Rail station on approximately 0.60 acres.

Past Approvals

- April 22, 2020: Increase to the pre-development loan by \$1,000,000, for a total commitment of up to \$2,000,000 from HRFC. Funds have been repaid.
- February 12, 2020: Award of LIHTCs and Bonds
- October 12, 2019: Ratification of entrance into the Limited Partnership and approval of funding application submission to CalHFA applications for a permanent loan and a soft loan
- March 26, 2019: Entering into a Sub-Grant Agreement with City of Fresno
- February 27, 2018: Award of Architectural Contract (GGLO)
- January 23, 2018: Award of General Contractor/Construction Management Services (Johnston Contracting)
- December 19, 2017: Apply to funding (IIG, AHSC, LIHTC, CDLAC, HOME, AHP, etc.)
- November 28, 2017: Apply to Transformative Climate Communities funding application
- October 11, 2017: Authorize HRFC \$1,000,000 loan
- August 22, 2017: Ratifying Purchase and Sale Agreement
- August 22, 2017: Approval to submit Transformative Climate Communities Concept Proposal

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

**RESOLUTION AUTHORIZING A HOUSING RELINQUISHED FUND CORPORATION
LOAN FOR THE MONARCH @ CHINATOWN HOUSING DEVELOPMENT (APNs: 467-
065-06 & 467-065-07), AND OTHER MATTERS RELATED THERETO**

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

WHEREAS, the Authority has received a tax credit award from the California Tax Credit Allocation Committee and tax-exempt Bonds from the California Debt Limit Allocation Committee for the development of the Chinatown housing development which is located at 1101 “F” Street in Fresno, CA, 93706 (APN’s 467-065-06, 467-065-07) “the Project”, and

WHEREAS, the Project consists of a 57-unit mixed-use multifamily complex with commercial on the first floor; and,

WHEREAS, the Authority has met with business owners and community members to determine the needs of the Chinatown area; and,

WHEREAS, on October 10, 2019, the Fresno City Council unanimously approved a Transformative Climate Communities (TCC) Sub-Recipient Agreement for \$10,807,319 for the Chinatown Housing Development and a Memorandum of Understanding (MOU) between the City of Fresno and Fresno Housing totaling \$977,902 for public infrastructure improvements in the Chinatown district; and,

WHEREAS, on October 10, 2019, the Fresno City Council unanimously approved a HOME Agreement for \$397,118 for the Project; and,

WHEREAS, the Authority has secured Infill Infrastructure Grant program (IIG) funds, and a permanent and soft loan from California Housing Finance Agency (CalHFA) for the project; and,

WHEREAS, on April 28, 2020 the Board of Commissioners of the Housing Authority of the City of Fresno, approved a loan of up to \$2,000,000 from the Housing Relinquished Fund Corporation (“HRFC”) for the completion of due diligence, other pre-development activities,

closing costs and development activities for the Chinatown Housing Development, which was repaid at financial closing; and

WHEREAS, the Authority now desires to commit an HRFC loan of up to \$2,500,000 for the Project; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA approves an HRFC loan of up to \$2,500,000 for The Monarch @ Chinatown housing development project and authorizes Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection herewith.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. 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, CA**

**RESOLUTION AUTHORIZING A HOUSING RELINQUISHED FUND CORPORATION
LOAN FOR THE MONARCH @ CHINATOWN HOUSING DEVELOPMENT (APNs: 467-
065-06 & 467-065-07), AND OTHER MATTERS RELATED THERETO**

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

WHEREAS, the Authority has received a tax credit award from the California Tax Credit Allocation Committee and tax-exempt Bonds from the California Debt Limit Allocation Committee for the development of the Chinatown housing development which is located at 1101 “F” Street in Fresno, CA, 93706 (APN’s 467-065-06, 467-065-07) “the Project”, and

WHEREAS, the Project consists of a 57-unit mixed-use multifamily complex with commercial on the first floor; and,

WHEREAS, the Authority has met with business owners and community members to determine the needs of the Chinatown area; and,

WHEREAS, on October 10, 2019, the Fresno City Council unanimously approved a Transformative Climate Communities (TCC) Sub-Recipient Agreement for \$10,807,319 for the Chinatown Housing Development and a Memorandum of Understanding (MOU) between the City of Fresno and Fresno Housing totaling \$977,902 for public infrastructure improvements in the Chinatown district; and,

WHEREAS, on October 10, 2019, the Fresno City Council unanimously approved a HOME Agreement for \$397,118 for the Project; and,

WHEREAS, the Authority has secured Infill Infrastructure Grant program (IIG) funds, and a permanent and soft loan from California Housing Finance Agency (CalHFA) for the project; and,

WHEREAS, on April 28, 2020 the Board of Commissioners of the Housing Authority of Fresno County, CA, approved a loan of up to \$2,000,000 from the Housing Relinquished Fund Corporation (“HRFC”) for the completion of due diligence, other pre-development activities,

closing costs and development activities for the Chinatown Housing Development, which was repaid at financial closing; and

WHEREAS, the Authority now desires to commit an HRFC loan of up to \$2,500,000 for the Project; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA approves an HRFC loan of up to \$2,500,000 for The Monarch @ Chinatown housing development project and authorizes Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection herewith.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2022. 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, Secretary of the Boards of Commissioners

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Nicole Diaz
FROM:	Tyrone Roderick Williams, CEO		Director of Finance & Accounting
MEETING DATE:	9/27/2022	DEPARTMENT:	Finance & Accounting
AGENDA ITEM:	8c	MEMO DATE:	9/16/2022
SUBJECT:	Consideration to Receive and File the 2021 Comprehensive Annual Financial Reports for the Housing Authority of the City of Fresno		

Executive Summary

The purpose of this memo is to present the Comprehensive Annual Financial Reports of the Housing Authority of the City of Fresno for the year ending December 31, 2021, and ask the Boards of Commissioners to receive and file the audit results.

The auditors have issued an “unmodified opinion” that the financial statements are fairly presented in conformity with U.S. Generally Accepted Accounting Principles (GAAP). An “unmodified opinion” is issued when the auditor does not have reservations as to the fairness of the presentation of the financial statements in conformity with GAAP. As required for a Single Audit engagement, the financial statements also include the auditor’s reports on the Schedule of Expenditures of Federal Awards, the Agency’s compliance with relevant laws and regulations, and its internal controls. During the course of audit, CohnReznick identified no material weaknesses and no significant deficiencies over financial reporting and compliance.

Noteworthy changes from 2020 to 2021 can be found in Management’s Discussion and Analysis (MD&A) of the attached audit report. Ahamadou Bocar and Jacky Tang, with CohnReznick, will also be in attendance to present a summary of the audit and answer any questions the Board of Commissioners may have.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno to receive and file the Comprehensive Annual Financial Reports for the year ending December 31, 2021.

Fiscal Impact

There is no fiscal impact.

Background Information

The audit was conducted by CohnReznick in accordance with generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act of 1984; and the provisions of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for*

FRESNO HOUSING

Federal Awards, and included tests of the accounting records of the Fresno Housing Authority and other procedures the firm considered necessary.

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

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING THE HOUSING AUTHORITY OF THE CITY
OF FRESNO TO RECEIVE AND FILE THE AUDITED FINANCIAL
STATEMENTS FOR YEAR ENDED DECEMBER 31, 2021**

WHEREAS, the Housing Authority of the City of Fresno retained CohnReznick to conduct the annual audit of the financial statements for the period ending December 31, 2021 and

WHEREAS, CohnReznick has completed the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby receive and file the audited financial statements for the year ended December 31, 2021.

PASSED AND ADOPTED THIS 27th day of SEPTEMBER 2022. 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

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

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING THE HOUSING AUTHORITY OF FRESNO
COUNTY TO RECEIVE AND FILE THE AUDITED FINANCIAL
STATEMENTS FOR YEAR ENDED DECEMBER 31, 2021**

WHEREAS, the Housing Authority of Fresno County retained CohnReznick to conduct the annual audit of the financial statements for the period ending December 31, 2021 and

WHEREAS, CohnReznick has completed the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby receive and file the audited financial statements for the year ended December 31, 2021.

PASSED AND ADOPTED THIS 27th day of SEPTEMBER 2022. 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

TO:	Boards of Commissioners	AUTHOR:	Nicole Diaz
FROM:	Tyrone Roderick Williams, CEO		Director of Finance & Accounting
MEETING DATE:	9/27/2022	DEPARTMENT:	Finance & Accounting
AGENDA ITEM:	8d	MEMO DATE:	9/16/2022
SUBJECT:	Consideration to Receive and File the 2021 Comprehensive Annual Financial Reports for the Housing Authority of Fresno County		

Executive Summary

The purpose of this memo is to present the Comprehensive Annual Financial Reports of the Housing Authority of Fresno County for the year ending December 31, 2021, and ask the Boards of Commissioners to receive and file the audit results.

The auditors have issued an “unmodified opinion” that the financial statements are fairly presented in conformity with U.S. Generally Accepted Accounting Principles (GAAP). An “unmodified opinion” is issued when the auditor does not have reservations as to the fairness of the presentation of the financial statements in conformity with GAAP. As required for a Single Audit engagement, the financial statements also include the auditor’s reports on the Schedule of Expenditures of Federal Awards, the Agency’s compliance with relevant laws and regulations, and its internal controls. During the course of audit, CohnReznick identified no material weaknesses and no significant deficiencies over financial reporting and compliance.

Noteworthy changes from 2020 to 2021 can be found in Management’s Discussion and Analysis (MD&A) of the attached audit report. Ahamadou Bocar and Jacky Tang, with CohnReznick, will also be in attendance to present a summary of the audit and answer any questions the Board of Commissioners may have.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of Fresno County to receive and file the Comprehensive Annual Financial Reports for the year ending December 31, 2021.

Fiscal Impact

There is no fiscal impact.

Background Information

The audit was conducted by CohnReznick in accordance with generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act of 1984; and the provisions of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for*

FRESNO HOUSING

Federal Awards, and included tests of the accounting records of the Fresno Housing Authority and other procedures the firm considered necessary.

BOARD MEMO

TO:	Boards of Commissioners	AUTHOR:	Lyric Aguigam,
FROM:	Tyrone Roderick Williams, CEO		Senior Policy Analyst
MEETING DATE:	09/27/2022	DEPARTMENT:	Administrative Services
AGENDA ITEM:	8e	MEMO DATE:	09/20/2022
SUBJECT:	Consideration to Approve the Submission of the 2023 Agency Plans		

Executive Summary

The purpose of this memo is to request the Boards of Commissioners' approval to submit the 2023 Agency Plans which include the Annual Plan, Administrative Plan, and the Admissions & Continued Occupancy Plan for the Housing Authority of the City of Fresno and the Housing Authority of Fresno County to the U.S. Department of Housing and Urban Development (HUD). These documents must be approved by the Boards of Commissioners and submitted to HUD at least 75 days before the end of the Agency's fiscal year, which is no later than October 17, 2022. Public comments were welcomed via mail, email, or by phone. The direct email address and phone number has been made available to all FH residents by email, public notice, and also available on our website.

As reported to the Boards of Commissioners in July and August, staff has been working internally along with the Resident Advisory Board (RAB) to incorporate feedback into the 2023 Agency Plans.

45-Day Comment Period

The 45-day public comment period began on July 29, 2022 and ended on September 12, 2022. During the public comment period the three (3) draft versions of the Plans were made available electronically via the Fresno Housing (FH) website for review. The public comment period was announced via the Fresno Bee and the FH website. The notice instructed the public on how to access, review, and comment on the proposed changes to the Plans. Comments were accepted 24 hours, 7 days a week via the dedicated email account. Comments were also accepted by phone or by mail during FH business hours.

Staff from the Assisted Housing Division (AHD) and Housing Management Division (HMD) programs held RAB meetings with the applicable program participants during the Agency Plan process. Staff also held telephone appointments "office hours" for all residents throughout Fresno County. As mentioned in the July and Board meeting, the office hours were made available to give residents an opportunity to speak to staff, ask questions, and provide general information about the Agency Plans. These efforts increased interest and participation in the RAB committee. The RAB members were reminded of the meetings via mail, email and/or by phone. The general public was advised of the office hours and RAB meetings via the FH website, social media and via email blasts to residents and participants. The RAB minutes and comments are attached to this memo as Attachment D3-D6.

Staff received (1) comment total from Fresno Housing (FH) staff and six (6) questions from residents. There was one (1) comment that resulted in a proposed change to the current Administrative Plan. This change is noted in **Orange** in the Summary of Proposed Changes, and did not result in a significant change. FH

staff also opened comments up to the public at the Public Hearing, which was held at the regular August Boards of Commissioners Meeting on August 23, 2022. All comments are attached to this memo as Attachment D1, and Frequently Asked Questions (FAQs) are attached to this memo as Attachment D2. Below are the documents that will be submitted to HUD for review.

Documents:

Please follow the link to view attachments A1-D4: <http://fresnohousing.org/agencyplans>

- Attachment A1 – 2023 Annual Plan – Housing Authority of the City of Fresno (draft)
- Attachment A2 – 2023 Annual Plan – Housing Authority of Fresno County (draft)
- Attachment B1 – Summary of 2023 Proposed Changes HCV Administrative Plan (draft)
- Attachment B2 – 2023 Administrative Plan - Housing Authority of the City of Fresno (draft)
- Attachment B3 – 2023 Administrative Plan - Housing Authority of Fresno County (draft)
- Attachment C1 – Summary of 2023 Proposed Changes to ACOP (draft)
- Attachment C2 – 2023 ACOP - Housing Authority of the City of Fresno (draft)
- Attachment C3 – 2023 ACOP - Housing Authority of Fresno County (draft)
- Attachment D1 – Public Comments
- Attachment D2 – Frequently Asked Questions
- Attachment D3 – Public Housing RAB Meeting Summary Minutes – August 9, 2022
- Attachment D4 – Housing Choice Voucher RAB Meeting Summary Minutes – August 10, 2022
- Attachment D5 – Public Housing RAB Meeting Summary Minutes – September 7, 2022
- Attachment D6 – Housing Choice Voucher RAB Meeting Summary Minutes – September 7, 2022

The Boards of Commissioners will be asked to adopt the 2023 Agency Plans (Annual Plan, Administrative Plan and Admissions and Continued Occupancy Policy) at the September Board Meeting for submission to HUD no later than October 17, 2022.

Recommendation

It is recommended that the Boards of Commissioners approve the attached resolutions and authorize the CEO/Executive Director, Tyrone Roderick Williams, and/or his designee, to submit the 2023 Agency Plans: Annual Plan, Administrative Plan, and Admissions & Continued Occupancy Policy on behalf of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County by the deadline of October 17, 2022.

Attachment D1

2023 Agency Plan - Public Comments regarding plan changes					
#	Date	Plan / Program	Submitted by	Recommended Plan Changes/Comments Received	Notes (Changes added to what plan)
1	8/4/2022	HCV	Kelly Sullivan (Staff)	*4.20.3 Grievance Rights When FH Decision is to Deny Admission - VAWA Documentation (Forms 5380 and 5382) *8.5.2 (Extensions) - Extenuating circumstances such as illness, hospitalization, family emergency, or VAWA which affected the family's ability to find a unit within the voucher period. *19.4.3(Notice to Family) - 5. Indicate to whom the hearing request should be addressed *19.4.4 (Scheduling an Informal Hearing) - If a family member submits a VAWA claim before the date of the hearing, the hearing must be placed on hold and scheduled for a later date.	Changes added to HCV Administrative Plan

Fresno Housing's 2023 Agency Plan Frequently Asked Questions		
9/12/2022		
Homeownership Questions		Reference
Question: I believe they was a program through Fresno Housing Authority called the Home Ownership Program but it ended around 2014. Is there any plans to restart this program?	Answer: We’re currently updating the regulations that cover the program now. When we do submit the new plan with new regulations to HUD, we will use that program to sell the remaining 5-7 Homeownership Program homes that are detailed in the Annual Plan.	PPT Resident Advisory Board Presentation
Question: In the last meeting you mentioned that the homeownership program Section 32 will be reformulated and brought back sometime in 2023 do you have any details on who will qualify or anything regarding this program?	Answer: We would open up the interest list. We would notify the public when the interest list is open. First priority will be given to current residents of the properties in the program, then Public Housing Families, then the HCV families, and so forth. We would have a lottery system to choose interested families. Families are qualified as they are drawn from the lottery. Once we find enough qualified applicants, we would stop drawing names. The lender would have their own process of qualifying, so that would include a credit check, income verification, rental history, etc. However, we do work with lenders that specialize in this area. So maybe if families have a lower credit score, or a first time homebuyer, they can have access to other first time homebuyer programs. For example, we provide a 20% down payment assistance program. The lenders may also have some contacts with state programs, that may also help fill in some gaps. They specialize in families that may have a harder time qualifying for mortgages. One of the qualifications would be 60-80% of the area median income based on your family size... We do various verifications as well, such as income, family members/relationships, identity, background check; similar to if you were joining the PH program. We currently have two families who occupy two properties. The remaining five, in which we are looking to sell, are located in Sanger, CA.	PPT Resident Advisory Board Presentation
Administrative Plan Questions		
Question: Could you give a little more clarification on the revised "heartbeats per room" rule? Does the new change mean that every member of the home gets their own room?	Answer: In our previous policy, we used to consider two heartbeats or “two persons” per bedroom regardless of age, sex, etc. What we’ve recently changed is that we are now looking at the head of household, co-head, and/or spouse would get their own bedroom (has not changed), but now we are looking at who that second person may be. For example, if that co-head happens to be the parent of the head of household, they wouldn’t necessarily be required to share that room if they didn’t want to. Now they have the option to where the head of household gets their own room, and the co-head gets their own room since they had indicated they did not want to share a room—however, two heart beats per room after that. To clarify the co-head doesn’t always get their own bedroom. We look at the family composition on a case by case basis.	
Rental Assistance Questions		
Question: How do I get on the waitlist for Alegre Commons? And will it be lottery based?	Answer: The first step for those interested in affordable housing programs is to complete an online application described in detail below for an open Interest List. Once the online process is complete, and individuals have applied for our Interest List the information submitted is reviewed by staff. Selection of individuals on the Interest List is based on a number of eligibility criteria, preferences, and a lottery draw system. If selected as an applicant for a specific property or program, individuals will be automatically placed on the waitlist and notified.	Public Comment/Office Hours
Other Questions		
Question: What are the Agency Plans and how do they affect me?	Answer: The Agency Plan informs HUD and the public of Public Housing Policies, operations, funding, asset management, and program activities in place or planned for meeting local housing needs and goals. The Administrative Plan is specific to the discretionary policies governing the administration of the Housing Choice Program. Admission & Continued Occupancy Policy (ACOP) is specific to the discretionary policies, governing the administration of the Low Income Public Housing Program.	Public Comment/Office Hours Agency Plans webpage: http://fresnohousing.org/agencyplans

Question: When is Alegre Commons construction finished?	Answer: The Agency estimates construction completion in November/December of this year (2022).	Public Comment/Office Hours
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Meeting Minutes
Resident Advisory Boards (RAB) of the
City & County Public Housing Program

Tuesday, August 9, 2022

5:00 P.M.

The Resident Advisory Board virtually met on Tuesday, August 9, 2022 via teleconference.

1. The Meeting was called to order at 5:10 p.m. to discuss Fresno Housing's City and County 2022 Annual Plan and Admissions and Continued Occupancy Policy (ACOP). The following members were present:

PRESENT: **Public Housing**

N/A _____

ABSENT: **Public Housing**

Beatriz Acre-Castro
Rachel Finley
Michelle Gonzalez
Michelle Lockhart
Luz Casillas
Maria Fuentes

Also in Attendance Were the Following: Lyric Aguigam, Senior Policy Analyst; Hilda Reeves, Assistant Director of Property Operations; Fidel Contreras, Communications Project Manager; Bobby Coulter, Assistant Director of Innovation and Technology, Edgar Rodriguez, Senior Systems Administrator; Naizen Valencia, Spanish Interpreter; and Alicia Garza, ASL Interpreter; Aurora Ibarra, Assistant Director of the Housing Choice Voucher Program; Stephanie Moreira, Quality Assurance Senior Analyst.

2. **PRESENTATION (Also Conducted in ASL and Spanish)**
 - a. Introduction presented by Lyric Aguigam –
 - i. Welcomed all who attended the meeting.
 - ii. The meeting started with Fresno Housing (FH) staff introductions, a brief explanation of the function and purpose of the Resident Advisory Board, and Q&A directions.
 - iii. Noted how important their feedback is to the Agency Plan process.
 - b. Background/Timeline of Agency Plans Presented by Lyric Aguigam
 - c. ACOP 2023 Changes Presented by Hilda Reeves
 - i. Explained any significant changes, HUD regulatory changes, and/or staff recommendations.

- d. More information presented by Lyric Aguigam
 - i. Explains that residents can find more information on Public Comment and Agency Plans on the website: <http://fresnohousing.org/agencyplans>
- 3. AGENCY PLAN - RAB COMMENTS/QUESTIONS (0 questions):
- 4. ADJOURNMENT
 - a. There being no further business to be considered by Resident Advisory Board members, the meeting was adjourned at approximately 5:37 p.m.

Meeting Minutes
Resident Advisory Boards (RAB) of the
City & County Housing Choice Voucher Program

Wednesday, August 10, 2022

5:00 P.M.

The Resident Advisory Boards virtually met on Wednesday, August 10, 2022 via teleconference.

1. The Meeting was called to order at 5:02 p.m. to discuss Fresno Housing's City and County 2022 Annual Plan and Housing Choice Voucher Administrative Plan. The following members were present:

PRESENT: Housing Choice Voucher Participants

Jacqueline Henry
Nicole Brown
Gail Pechal
Veronica Gonzaga
Mary Barajas

ABSENT: Housing Choice Voucher Participants

Alberta Paleo
Amber Benton
Angela Reina
Angelica Ramirez
Annette Powe
Celeste Robles
Connie Barrera
Crystal Rocha
Crystal Smith
Deborah Williams
Donna Boston
Edward Hudson
Elida Gonzales
Estela Serna
Hyasha Anderson
James Walls
Jeannie Lopez
Jenny Garcia
Latisha Woods

Maria Alvarez
Mary Fuentes
Michael Fuller
Michelle Gonzales
Michelle Hambrick-Patterson
Michelle Lockharts
Nichole Lucero
Roseanna Montoya
Salina Barbo
Sandra Herrera
Sonja Rogers
Suzanne Bracamontes
Tamika Mckenzie
Tyrone Jordan

Also in Attendance Were the Following: Lyric Aguigam, Senior Policy Analyst; Aurora Ibarra, Assistant Director of the Housing Choice Voucher Program; Yolanda Keiser, Housing Choice Voucher Manager; Fidel Contreras, Communications Project Manager; Bobby Coulter, Assistant Director of Innovation and Technology, Edgar Rodriguez, Senior Systems Administrator; Cristina Lopez, Spanish Interpreter; and Alicia Garza, ASL Interpreter; Corey Brooks, Quality Assurance Coordinator; Christine Muro, Housing Programs Manager; Kelly Sullivan, Quality Assurance Coordinator.

2. **PRESENTATION (Also Conducted in ASL and Spanish)**
 - a. Introduction presented by Lyric Aguigam –
 - i. Welcomed all who attended the meeting.
 - ii. The meeting started with Fresno Housing (FH) staff introductions, a brief explanation of the function and purpose of the Resident Advisory Board, and Q&A directions.
 - iii. Noted how important their feedback is to the Agency Plan process.
 - b. Background/Timeline of Agency Plans Presented by Lyric Aguigam
 - c. Administrative Plan 2023 Changes Presented by Aurora Ibarra
 - i. Explained any significant changes, HUD regulatory changes, and/or staff recommendations.
 - d. More information presented by Lyric Aguigam
 - i. Explains that residents can find more information on Public Comment and Agency Plans on the website: <http://fresnohousing.org/agencyplans>

3. **AGENCY PLAN - RAB COMMENTS/QUESTIONS (1 questions):**

Question: I believe they was a program through Fresno Housing Authority called the Home Ownership Program but it ended around 2014. Is there any plans to restart this program?

Answer: *We're currently updating the regulations that cover the program now. But before, there wasn't too much activity. When we do submit the new plan with new regulations to HUD, we will*

use that program to sell the remaining 7 Homeownership Program homes that are detailed in the Annual Plan.

4. ADJOURNMENT

- a. There being no further business to be considered by Resident Advisory Board members, the meeting was adjourned at approximately 5:27 p.m.

Meeting Minutes
Resident Advisory Boards (RAB) of the
City & County Public Housing Program

Wednesday, September 7, 2022

5:00 P.M.

The Resident Advisory Boards virtually met on Wednesday, September 7, 2022 via teleconference.

1. The Meeting was called to order at 5:00 p.m. to discuss Fresno Housing's City and County 2022 Admissions and Continued Occupancy Policy (ACOP). The following members were present:

PRESENT: **Public Housing**

N/A

ABSENT: **Public Housing**

Beatriz Acre-Castro

Rachel Finley

Michelle Gonzalez

Michelle Lockhart

Luz Casillas

Maria Fuentes

Also in Attendance Were the Following: Lyric Aguigam, Senior Policy Analyst; Hilda Reeves, Assistant Director of Property Operations; Edgar Rodriguez, Senior Systems Administrator; Sid Serna, Spanish Interpreter; and Alicia Garza, ASL Interpreter.

2. No public comments were received during the Public Comment Period regarding the ACOP, nor were any RAB members present during this meeting. The meeting was adjourned at 5:15pm.

Meeting Minutes
Resident Advisory Board (RAB) of the
City & County Housing Choice Voucher Program

Wednesday, September 7, 2022

5:30 P.M.

The Housing Choice Voucher Resident Advisory Board virtually met on Wednesday, September 7, 2022 via teleconference.

1. The Meeting was called to order at 5:32 p.m. to discuss Fresno Housing's City and County 2022 Housing Choice Voucher Administrative Plan. The following members were present:

PRESENT: Housing Choice Voucher Participants

Jacqueline Henry
Nicole Brown
Estela Serna
Joseph Rodriguez
Mary Barajas

ABSENT: Housing Choice Voucher Participants

Alberta Paleo
Amber Benton
Angela Reina
Angelica Ramirez
Annette Powe
Celeste Robles
Connie Barrera
Crystal Rocha
Crystal Smith
Deborah Williams
Donna Boston
Edward Hudson
Elida Gonzales
Gail Pechal
Hyasha Anderson
James Walls
Jeannie Lopez
Jenny Garcia
Latisha Woods

Maria Alvarez
Mary Fuentes
Michael Fuller
Michelle Gonzales
Michelle Hambrick-Patterson
Michelle Lockharts
Nichole Lucero
Roseanna Montoya
Salina Barbo
Sandra Herrera
Sonja Rogers
Suzanne Bracamontes
Tamika Mckenzie
Tyrone Jordan

Also in Attendance Were the Following: Lyric Aguigam, Senior Policy Analyst; Aurora Ibarra, Assistant Director of the Housing Choice Voucher Program; Yolanda Keiser, Housing Choice Voucher Manager; Edgar Rodriguez, Senior Systems Administrator; Sid Serna, Spanish Interpreter; and Alicia Garza, ASL Interpreter; Corey Brooks, Quality Assurance Coordinator.

2. **PRESENTATION (Also Conducted in ASL and Spanish)**

- a. Introduction presented by Lyric Aguigam –
 - i. Welcomed all who attended the meeting.
 - ii. The meeting started with Fresno Housing (FH) staff introductions, a brief explanation of the function and purpose of the Resident Advisory Board, and Q&A directions.
 - iii. Noted how important their feedback is to the Agency Plan process.
- b. Background/Timeline of Agency Plans Presented by Lyric Aguigam
- c. Administrative Plan 2023 Changes Presented by Yolanda Keiser
 - i. Explained any significant changes, HUD regulatory changes, and/or staff recommendations.
 - ii. Presented potential changes to the Administrative Plan due to public comments from HCV staff.
 - iii. Explained that residents can find more information on Public Comment and Agency Plans on the website: <http://fresnohousing.org/agencyplans>

3. **AGENCY PLAN - RAB COMMENTS/QUESTIONS (2 questions):**

Question: Thank you for your time. Could you give a little more clarification on the revised "heartbeats per room" rule? Does the new change mean that every member of the home gets their own room?

Answer:

In our previous policy, we used to consider two heartbeats or “two persons” per bedroom regardless of age, sex, etc. What we’ve recently changed is that we are now looking at the head of household, co-head, and/or spouse would get their own bedroom (has not changed), but now we are looking at who that second person may be. For example, if that co-head happens to be the parent of the head of household, they wouldn’t necessarily be required to share that room if they didn’t want to. Now they have the option to where the head of household gets their own room, and the co-head gets their own room since they had indicated they did not want to share a room—however, two heart beats per room after that. To clarify the co-head doesn’t always get their own bedroom. We look at the family composition on a case by case basis.

Question: In the last meeting you mentioned that the homeownership program Section 32 will be reformulated and brought back sometime in 2023 do you have any details on who will qualify or anything regarding this program?

Answer: *I do have a little bit of information on that. As far as qualifying, I will have to go back to the Real Estate Development Department and confirm the qualification process. However, I do know that we are in the process of selling the remaining 5-7 homeownership program houses. I know that they are disbursed throughout Fresno County, and I can get the exact location after this meeting. The program has been updated to the Section 32 program, and the exact details will be posted on the FAQ document on the Fresno Housing Agency Plan website <http://fresnohousing.org/agencyplans>*

4. ADJOURNMENT

- a. There being no further business to be considered by Resident Advisory Board members, the meeting was adjourned at approximately 5:53 p.m.

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING SUBMISSION OF THE 2023 ADMISSION AND
CONTINUED OCCUPANCY POLICY (ACOP) TO THE U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT (HUD)

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

WHEREAS, the PHA must establish policies and procedures to both clarify federal requirements and to ensure consistency in program operations; and,

WHEREAS, the ACOP informs HUD, residents and the public of the PHA's mission for serving the needs of low-income and very low-income families and the strategies for determining eligibility for admission and continued occupancy in public and affordable housing programs; and

WHEREAS, HUD requires each PHA to submit an ACOP for all low-income public housing programs;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby adopt the 2023 Admission and Continued Occupancy Policy and authorize the CEO/Executive Director, and/or designee, to submit the ACOP to HUD by the deadline of October 17, 2021.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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 BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF FRESNO COUNTY

RESOLUTION AUTHORIZING SUBMISSION OF THE 2023 ADMISSION AND
CONTINUED OCCUPANCY POLICY (ACOP) TO THE U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT (HUD)

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

WHEREAS, the PHA must establish policies and procedures to both clarify federal requirements and to ensure consistency in program operations; and,

WHEREAS, the ACOP informs HUD, residents and the public of the PHA's mission for serving the needs of low-income and very low-income families and the strategies for determining eligibility for admission and continued occupancy in public and affordable housing programs; and

WHEREAS, HUD requires each PHA to submit an ACOP for all low-income public housing programs;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, hereby adopt the 2022 Admission and Continued Occupancy Policy and authorize the CEO/Executive Director, and/or designee, to submit the ACOP to HUD by the deadline of October 17, 2022.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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 BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION AUTHORIZING SUBMISSION OF THE 2023 ADMINISTRATIVE PLAN
TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

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

WHEREAS, the PHA must establish policies and procedures to both clarify federal requirements and to ensure consistency in program operations; and,

WHEREAS, the Administrative Plan informs HUD, residents and the public of the PHA's mission for serving the needs of low-income and very low-income families and the strategies for the administration of the Housing Choice Voucher program (HCV); and

WHEREAS, HUD requires each PHA to submit an Administrative Plan that clearly outlines the policies that govern the PHA's administration of rental assistance programs;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby adopt the 2023 Administrative Plan and authorize the CEO/Executive Director, and/or designee, to submit the Administrative Plan to HUD by the deadline of October 17, 2022.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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 BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION AUTHORIZING SUBMISSION OF THE 2023 ADMINISTRATIVE PLAN
TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

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

WHEREAS, the PHA must establish policies and procedures to both clarify federal requirements and to ensure consistency in program operations; and,

WHEREAS, the Administrative Plan informs HUD, residents and the public of the PHA's mission for serving the needs of low-income and very low-income families and the strategies for the administration of the Housing Choice Voucher program (HCV); and

WHEREAS, HUD requires each PHA to submit an Administrative Plan that clearly outlines the policies that govern the PHA's administration of rental assistance programs;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, hereby adopt the 2023 Administrative Plan and authorize the CEO/Executive Director, and/or designee, to submit the Administrative Plan to HUD by the deadline of October 17, 2022.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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 BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION AUTHORIZING SUBMISSION OF THE 2023 PUBLIC HOUSING AGENCY
(PHA) ANNUAL PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT (HUD)

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby adopt the 2023 Public Housing Agency Annual Plan and authorize the CEO/Executive Director, and/or designee, to submit the Plans to HUD by the deadline of October 17, 2022.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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 BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF FRESNO COUNTY

RESOLUTION AUTHORIZING SUBMISSION OF THE 2023 PUBLIC HOUSING AGENCY
ANNUAL PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT (HUD)

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, hereby adopt the 2023 Public Housing Agency Annual Plan and authorize the CEO/Executive Director, and/or designee, to submit the Plans to HUD by the deadline of October 17, 2022.

PASSED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2022. 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



Addendums

September 27, 2022



Overview of Resident Safety Activities

Presented by
Tyrone Roderick Williams



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



Elements of the Resident Safety Program

Lighting Upgrades

Camera Installations

Speed Bumps

Gate Installations

Neighborhood Watch

Community Events and Activities

Police Support

City of Fresno Properties 2023

Property	City	Upgrade
Viking Village	Fresno	Exterior Lighting
Viking Village	Fresno	Cameras
Sequoia Courts/Terrace	Fresno	Exterior Lighting
Sequoia Courts/Terrace	Fresno	Cameras
Cedar Courts	Fresno	Exterior Lighting
Cedar Courts	Fresno	Cameras @ Mailboxes
Yosemite	Fresno	Speed Bumps
Sierra Plaza	Fresno	Speed Bumps
Legacy Commons	Fresno	Cameras

City of Fresno
Properties
4th Quarter 2023 -2024

Property	City	Upgrade
Sequoia Courts	Fresno	Cameras
Sequoia Courts/Terrace	Fresno	Cameras
Sequoia Courts	Fresno	Lighting
Sequoia Courts/Terrace	Fresno	Lighting
Desoto	Fresno	Cameras
Desoto	Fresno	Lighting

Fresno County Properties 2023

Property	City	Upgrade
DelRey	DelRey	Fence/Gate
Marcelli	Highway City	Exterior Lighting
Biola	Biola	Exterior Lighting
San Joaquin	San Joaquin	Ext. Lighting/Cameras
Taylor Terrace	San Joaquin	Ext. Lighting/Cameras
Huron Apts	Huron	Exterior Lighting

Fresno County Properties 4th Quarter 2023 -2024

Property	City	Upgrade
Cazares Ter.	Huron	Lighting
Pinedale Apts.	Pinedale	Lighting
Desoto	Fresno	Cameras
Laton Apts	Laton	Lighting
Laton Apts	Laton	Cameras (dumping)
Mendoza I & II	Firebaugh	Lighting
Cardella Courts	Firebaugh	Lighting
Firebaugh Elderly	Firebaugh	Lighting
Sunset I	Reedley	Lighting
Desoto	Fresno	Lighting

Neighborhood Watch

City Neighborhood Watch

Viking Village	9/9/2022
Sequoia Courts	8/29/2022
Cedar Courts	8/31/2022
Pacific Gardens	9/8/2022
Legacy	9/12/2022
Yosemite/Mariposa	9/20/2022
Garland/Marcelli/Biola	9/27/2022

County Neighborhood Watch

Paseo 55, Reedley	9/28/2022
Blossom Trail, Sanger	9/28/2022
Shockley, Selma	9/23/2022
Oak Grove, Parlier	10/7/2022
Granada Commons, Kerman	9/20/2022
Helsem Terrace, Kerman	9/20/2022
San Joaquin Apts.	9/26/2022
Taylor Terrace, San Joaquin	9/26/2022
Mendoza Terrace I & II	9/23/2022
Cardella Courts	9/23/2022
Parkside Apts.	9/27/2022
Mendota RAD	9/29/2022



Community Events and Activities

- Strengthening Partnerships with Community Based Organizations
- Mental Health Support and Interventions
- Youth Education and Enrichment Activities
- Aggressively Explore Funding Resident Support Initiatives



Police Support

- Incorporate Data Collection
- Include Monthly Reports
- Expand the Number of Sites
- Jointly Seek Funding that Supports Community Safety Activities
- Initiate New Contracts in January 2023



Questions or Comments?



Update on HRFC Reserves

September 27, 2022

Presented by: Nicole Diaz

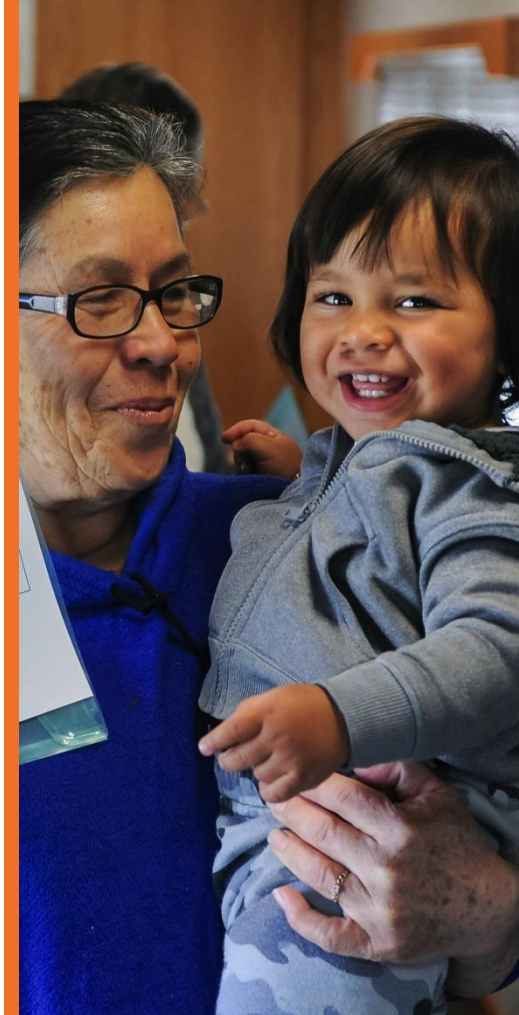


HRFC Reserves

- The Housing Relinquished Fund (HRFC) reserves allow for the expansion of affordable housing
- Reserves have accumulated from various sources including:
 - Proceeds and loan repayments from development projects
 - Interest income from loans
 - Sales of properties
- HRFC reserves can be restricted by the Boards or agreements with HUD

Current HRFC Reserves

Cash Balance as of 12/31/2021	14.86
2022 Cash Inflow (Outflow):	
Pre-development Expenses (January - August)	(3.57)
Villages at Paragon Bridge Loan	(0.29)
Predev Repayment (Mendota, Arthur, Sun Lodge, Corazon)	5.75
Arthur at Blackstone HRFC Origination Fee	0.02
Sun Lodge Construction Loan	(2.10)
Chinatown Bridge Loan-HRFC	(1.00)
HRFC Loan to Silvercrest- Huron Apartment Market	(4.70)
H Street/Iron Bird Lofts Payments to HRFC	1.03
2019 Waterfall Payments	0.09
Management Fee to FHA	(0.04)
Interest Payment Made to CA Endowment/Kresge	(0.04)
HRFC Loan - Arthur at Blackstone Construction Loan	(2.48)
2021 Waterfall Payments	0.27
Misc Operating Income/Expenses	0.02
Cash Balance as of 8/31/2022	7.82



Potential Cash Inflows

Potential Inflows

<i>*Villages at Paragon Sale (Plaza Terrace)</i>	<i>1.70</i>
<i>Magill Construction Loan Repayments (eta Sept 2022)</i>	<i>0.59</i>
<i>Clovis Solivita Savings</i>	<i>0.90</i>
<i>Avalon Commons I Pre-dev Repayment</i>	<i>2.04</i>
<i>Avalon Commons II Pre-dev Repayment</i>	<i>1.14</i>
<i>La Joya Pre-Dev Repayment</i>	<i>0.12</i>
<i>*Affordable Housing Refinancing</i>	<i>1.30</i>
<i>Parlier District Office Sale (Land) - Sept/Oct 2022</i>	<i>0.29</i>
<i>Parlier District Office Sale (Building) Lease</i>	<i>0.46</i>
<i>Citrus Garden - Dec 2022</i>	<i>3.00</i>
<i>Citrus Garden Pre-Dev Repayment</i>	<i>0.50</i>
<i>Sun Lodge from City of Fresno</i>	<i>2.50</i>
Total	14.84

- Items highlighted are pending approval from the Boards of Commissioners



Outflows from HRFC

	Total Expenditures		
	Total Commitment 8/31/2022	through 8/31/2022	Remaining Commitment
Current Commitments			
Pre-developments Loans			
West Fresno Planning/CA Triangle	1.12	0.96	0.16
General Pre-Development	0.60	0.40	0.20
Avalon Commons Phase I & II Pre-dev	2.90	2.90	-
Lo Joya Commons (Firebaugh Family) Pre-Dev	2.00	0.12	1.89
*Citrus Garden Pre-Dev	0.50	0.25	0.25
RAD Pre-developments			
Other RAD Pre-Development	0.25	0.25	-
Permanent Loans			
Avalon Commons Phase I Permanent	1.80	-	1.80
Sun Lodge Permanent	6.92	2.10	4.82
*Chinatown Permanent	2.25	-	2.25
Other Commitments			
Choice Neighborhood Planning (CNI) Grant	0.02	-	0.02
Choice Neighborhood Planning Grant-SW Fresno	0.45	0.11	0.34
466 N. Roosevelt	0.78	0.42	0.36
Parc Grove Parking Lot	0.70	0.70	-
Total Commitments	20.29	8.20	12.09

- Items highlighted are pending approval from the Boards of Commissioners



Other Loan Repayment

<i>The California Endowment Loan</i>	3.00
<i>The Kresge Foundation Loan</i>	2.00

* These loans provide short-term cash flow for development work around neighborhoods of opportunity, supportive housing, and rural development with Maturity date in 2026.



Cash Flow Projections

Current Cash Balance as of 8/31/2022	7.82
Potential Inflows	14.84
Remaining Commitments	(12.09)
Loan Repayment	(5.00)
Uncommitted Cash	5.57

- Total cash at 08/ 31/ 2022 is \$7.82 million
- Staff is estimating inflows of \$14.84 million and \$17.09 million in remaining commitments & other loan repayment
- This leaves about \$5.57 million in uncommitted funds





Questions or
Comments ?

FRESNO HOUSING



Financial Operating Results as of June 30, 2022

Presented By
Crystal Cox



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2022 Mid-Year Financial Results

Fresno Housing

Financial Results as of June 30, 2022

OPERATING BUDGET	Annual Budget	YTD Budget	YTD Actuals
TOTAL INCOME	45,504,398	22,373,575	22,967,729
TOTAL EXPENSES	44,884,012	21,685,769	21,104,832
NET OPERATING INCOME	620,386	687,806	1,862,897
TOTAL NON-OPERATING EXPENSES	1,101,083	550,542	645,317
NET INCOME	(480,697)	137,264	1,217,580
UNRESTRICTED NET INCOME	(406,701)	(127,489)	(531,885)

Variances:

- Net Income higher due to increased proration in HCV Admin Fees
- Unrestricted Net Income lower due to:
 - Developer Fees received through 06/30 were lower than budgeted
 - Vacancy factor built into the 2022 budget

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 Financial Results	(958,498)	6,816,751
<i>As of June 30, 2022</i>	<i>(531,885)</i>	6,284,866
Total Unrestricted Reserves	6,284,866	

- Including the budgeted deficit of \$532 thousand as June 30, the current unrestricted reserve is about \$6.3 million
- Staff anticipates to end the year better than budgeted due to the projected increase in Developer Fees

2022 Mid-Year HAP Results

HAP BUDGET

HAP REVENUE

HAP EXPENSES

NET HAP INCOME

2022 Budget	As of 06/30/22
94,769,846	48,064,006
89,830,439	48,235,752
4,939,407	(171,746)

2022 Mid-Year HAP Reserves

Entity	PHA Held	HUD Held
City HCV		6,604,610
City EHV	484,447	738,353
County HCV	-	2,867,395
County EHV	387,780	612,066
Total	872,227	10,822,424

Total HAP Reserves	11,694,651
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Questions or Comments?



2023 Agency Budget

*Boards of Commissioners Meeting
September 27, 2022*



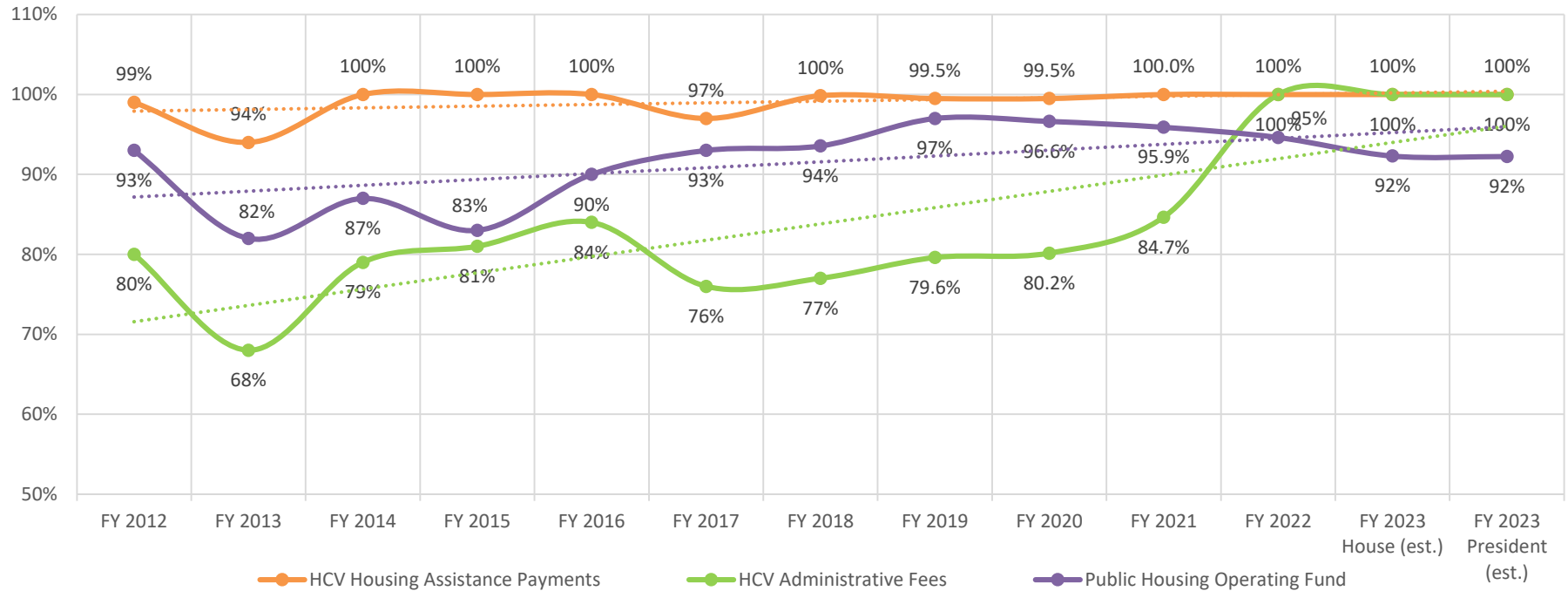
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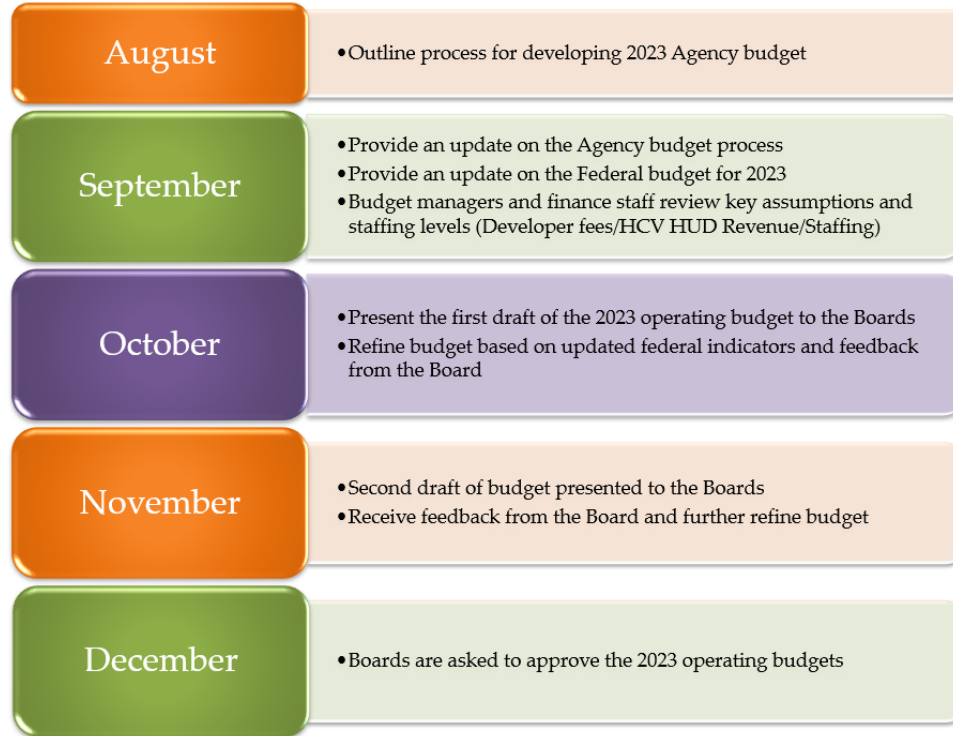
Federal Budget Update

- Federal budget year begins on October 1st
- 2023 Federal Budget has yet to receive full approval from Congress
- CR must be approved by October 1st in order to prevent a government shutdown
 - Senate expected to vote on a continuing resolution this week
 - If passed CR, will extend funding until mid-December

2022 & 2023 Federal Budget



Timeline for 2023 Budget Development



Questions or Comments?



2021 Audit Results

September 27, 2022

Presented by: Nicole Diaz and Cohn Reznick



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Overview

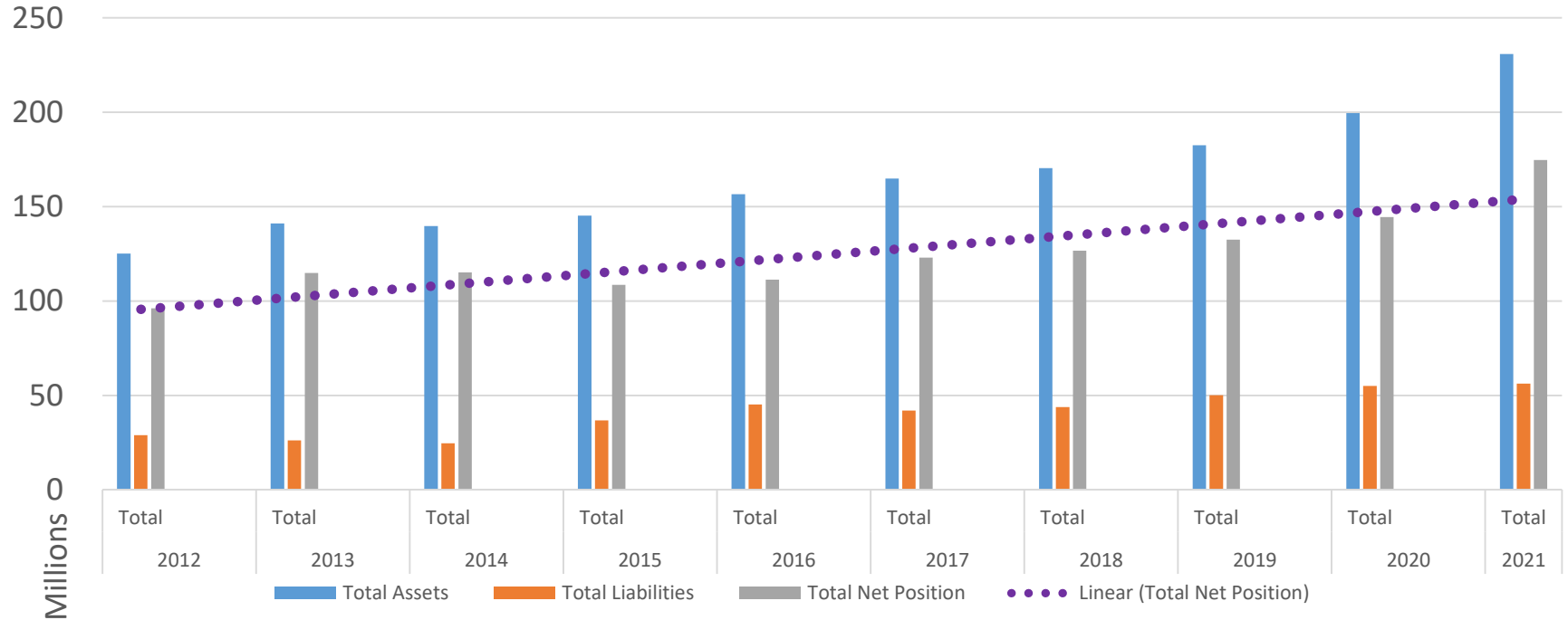
- Audit Process
- Financial Trend
- Auditor Presentation

Audit Process

- 1/ 12 Entrance Interview with Audit Committee
- Auditors perform Internal Control Testing, Compliance and Financial test
- 9/ 13 Exit Interview with Audit Committee
- 9/ 27 Auditors report results to the Board and management



Financial Trend



FRESNO HOUSING AUTHORITY **BOARD PRESENTATION**

September 27, 2022

CohnReznick LLP



CohnReznick is an independent
member of Nexia International



AUDIT RESULTS

- Unqualified opinion – clean opinion
- Communication with those charged with governance
 - No material weakness or significant deficiency
 - Adoption of new significant accounting principles; GASB 89, 90 and 98
 - No disagreements with management

Questions or Comments?



2023 Agency Plans

September 27, 2022

Presented by: Lyric Aguigam



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RESIDENTS



Presentation Overview

- Timeline
- Public Comment Period
- Proposed Changes

Timeline

- June 28: Present Timeline to the Board.
- July 26: Present proposed changes and/ or accept Board feedback prior to posting for Public Comment.
- July 29: 45-day Public Comment period begins. Post Agency Plan on website for inspection.
- August 9: Public Housing Resident Advisory Board (RAB) Meeting
- August 10: Housing Choice Voucher Resident Advisory (RAB) Meeting
- August 23: Public Hearing. Board Meeting: Update Commissioners on public comments received thus far. Seek feedback and discuss.
- September 7: Final Resident Advisory Board (RAB) Meeting
- September 12: Public Comment period closes.
- **September 27: Boards of Commissioners Meeting. Request Board Adoption.**
- October 17: Final Submission to HUD



Public Comment Period

- Public comments were received by mail, email, or telephone. “Office Hours” are also being scheduled.
- Resident Advisory Board (RAB) Meeting (August and September)
 - RAB Meeting Minutes with details are attached in your Board packets.
 - We received two (2) comments from these meetings (documented in the FAQs)
 - Those not participating on the RAB committee were able to watch via Facebook Live.
- Public Hearing took place August 23, 2022



Comments Cont.

- Plans, Public Comments, & Frequently Asked Questions:
<http://fresnohousing.org/agencyplans>

Administrative Plan Changes

- Changes being considered after receiving public comments:
 - **Chapter 4: Eligibility for Admission**
 - *Grievance Rights When FH Decision is to Deny Admission. VAWA Documentation (Forms 5380 and 5382)(Section 4.20.3)*
 - **Chapter 8: Voucher Issuance and Briefings**
 - *Extensions. (Section 8.5.2)*
 - **Chapter 19: Reviews, Hearings, and Other Appeals**
 - *Notice to Family (Section 19.4.3)*
 - *Scheduling an Informal Hearing (19.4.4)*

PHA Plan Adoption

- 2023 PHA Annual Plan
- 2023 Admissions & Continued Occupancy Policy
- 2023 Housing Choice Voucher Administrative Plan



Questions?

FRESNO HOUSING