



Boards of Commissioners Meeting

October 25, 2016

AGENDA

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall

Fresno, California 93721

TTY (800) 735-2929

www.fresnohousing.org

Regular Joint Meeting of the Boards of Commissioners of the Fresno Housing Authority

5pm October 25, 2016

1331 Fulton Mall, Fresno, CA 93721

Interested parties wishing to address the Boards of Commissioners regarding this meeting’s Agenda Items, and/or regarding topics not on the agenda but within the subject matter jurisdiction of the Boards of Commissioners, are asked to complete a “Request to Speak” card which may be obtained from the Board Secretary (Tiffany Mangum) at 4:45 p.m. You will be called to speak under Agenda Item 3, Public Comment.

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

5pm Board Meeting

PAGE #

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

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

3. **Public Comment**

This is an opportunity for the members of the public to address the Boards of Commissioners on any matter within the subject matter jurisdiction of the Boards of Commissioners that is not listed on the Agenda. At the start of your presentation, please state your name, address and/or the topic you wish to speak on that is not on the agenda. Presentations are limited to a total of five (5) minutes per speaker.

4. **Consent Agenda**

- a. Consideration of the Minutes of September 27, 2016 4
- b. Consideration of the 2017 Agency Calendar 11

5. Informational	
a. 2017 Federal and Agency Budget Update	13
b. Overview of Agency Structure and Associated Entities	14
c. Development Update	16
d. Update on Potential Partnerships to Improve Section 3 Outcomes	21
6. Action	
a. Consideration of Contract for Housing Authority Audits – Davis Farr	24
b. Consideration of Contract for Associated Entity Audits – Novogradac	28
c. Consideration of Extension of Memorandum of Understanding – SEIU	63
d. Consideration of Magill Terrace Adjacent Land Acquisition	66
e. Consideration of granting authority to CEO to bid or submit proposal on land adjacent to the Central Office Development Area – “Lot 2” (1911 Merced St, Fresno, CA APNs: 466-206-50T and 51T.)	72
7. County: Nominations for Board Chair and Vice Chair for 2017-2018	
8. Commissioners’ Report	
9. Executive Director’s Report	74
Closed Session	
PUBLIC EMPLOYMENT	
Pursuant to Government Code §54597	
CONFERENCE WITH REAL PROPERTY NEGOTIATORS	
(Pursuant to Government Code § 54954.5(b))	
Property: 1911 Merced St., Fresno, CA (APNs: 466-206-50T and 51T)	
Agency negotiator: Preston Prince	
Negotiating parties: Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Fresno	
Under negotiation: Price and Terms of Sale	
10. Report on Closed Session	
11. Adjournment	

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

Tuesday, September 27, 2016

5:00 P.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a regular joint session on Tuesday, September 27, 2016 at the offices of HACCF, located at 1331 Fulton Mall, Fresno, California.

1. The meeting was called to order at 5:10 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 by Monique Narciso, Administrative Assistant, and the Commissioners present and absent were as follows:

COMMISSIONERS PRESENT: ADRIAN JONES, Chair
 CRAIG SCHARTON
 STEVEN BEDROSIAN
 KARL JOHNSON
 STACY VAILLANCOURT
 CAINE CHRISTENSEN

COMMISSIONERS ABSENT: RUEBEN SCOTT, Vice Chair

The meeting was called to order at 5:10 p.m. by Board Chair, Commissioner Sablan, of the Board of Commissioners of the Housing Authority of Fresno County. Roll call was taken by Monique Narciso, Administrative Assistant, and the Commissioners present and absent were as follows:

COMMISSIONERS PRESENT: STACY SABLAN, Chair
 RENEETA ANTHONY, Vice Chair
 JIM PETTY
 NANCY NELSON
 VENILDE MILLER
 JOEY FUENTES

COMMISSIONERS ABSENT: LEE ANN EAGER

Also, in attendance were the following: Tracewell Hanrahan, Deputy Executive Director; Jim Barker, Chief Financial Officer, Angie Nguyen, Chief of Staff; Ken Price, Baker Manock and Jensen - General Counsel; and Tiffany Mangum, Special Assistant to the CEO/Executive Director.

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

The Boards Chairs recommended amending the posted agenda to remove item 10.

No public comment.

Commissioner Bedrosian motioned for the City Board's approval of the agenda as amended. This action was seconded by Commissioner Johnson, and by unanimous vote of the Board of Commissioners for the City, the agenda was approved as amended.

Commissioner Petty motioned for the County Board's approval of the agenda as amended. This action was seconded by Commissioner Nelson, and by unanimous vote of the Board of Commissioners for the County, the agenda was approved as amended.

3. PUBLIC COMMENT

There was no public comment at this time.

4. CONSENT AGENDA

- a. Consideration of the Minutes of August 23, 2016
- b. City: Charge-off Uncollectible Accounts to Collection Losses for the 3rd Quarter 2016
- c. County: Charge-off Uncollectible Accounts to Collection Losses for the 3rd Quarter 2016

There was no public comment.

Commissioner Bedrosian motioned for the City Board's approval of the consent agenda. This action was seconded by Commissioner Johnson and by unanimous vote of the Board of Commissioners for the City, the consent agenda was approved.

Commissioner Petty motioned for the County Board's approval of the consent agenda. This action was seconded by Commissioner Fuentes, and by unanimous vote of the Board of Commissioners for the County, the consent agenda was approved.

5. PUBLIC HEARING

2017 Public Housing Agency Annual/Five Year Plan

The Board Chairs opened the floor for public comment. There was no public comment.

6. INFORMATIONAL

- a. 2017 Federal Budget Process Overview and Update

Emily De La Guerra, Director of Finance and Administration, presented an update on the 2017 Federal Budget and a brief overview of the Agency budget timeline.

b. Housing Management Department Overview

Tracewell Hanrahan, Deputy Executive Director, presented the housing management department overview and analysis. Ms. Hanrahan's overview reflected on the Agency goals for 2016 and the project goals. The presentation included a review of the process for the analysis project, identified some key themes within the analysis, and discussed operational structure goals. Ms. Hanrahan discussed the differences of before and after the restructure and how it affected staff. Ms. Hanrahan concluded her presentation with the budget implications.

There was further conversation on the before and after comparison of the restructure. Commissioner Petty requested an update on the budget implications for the Boards this December.

7. ACTION ITEMS – COMMISSIONERS MAY CONSIDER, APPROVE, DENY, AND/OR CONTINUE

a. County: Consideration to Receive and File the 2015 Annual Audited Basic Financial Statements

Emily De La Guerra presented the Boards with outcomes of the 2015 basic financial statements for the City and County. Ms. De La Guerra introduced Marc Davis, Auditor from Davis Farr, and Dean Votava, Senior Manager of Davis Farr, to give a brief overview of the results of the Financial Statements. Marc Davis presented an overview of the Agency's financial statements. Ms. De La Guerra recommended the Boards' approval for the Agency to receive and file the audited Basic Financial Statements for the year ending December 31, 2015.

Commissioner Anthony requested a list of all the corporations, instrumentalities and/or subsidiaries of the Housing Authority bodies, the 2014/15 audits and the 2016 financials. The list included but is not limited to:

- Kerman Acres, LP
- Better Opportunities Builder, Inc. (BOB)
- Housing Relinquished Fund Corp
- Silvercrest, Inc.
- Housing Self-Insurance Corp.
- Housing Connection and Compliance, Inc.
- Mendota RAD
- Mendota RAD AGP, LLC
- Southeast Fresno RAD

- Orange Cove RAD
- Orange Cove RAD, AGP, LLC
- Viking Village Fresno RAD, LLP
- Kingsburg Marion Villas RAD, LP
- 802 Van Ness Ave, LP
- Reedley Kings River Commons, LP
- Reedley Kings River Commons, AGP, LLC
- R4 FR Acquisition, LLC
- Bridges at Florence, LP
- Park Grove Commons Northwest, LP
- VEC Limited
- Parc Grove Commons II, LP
- Fresno Renaissance at Trinity, LP
- Fresno Renaissance at Alta Monte, LP
- Fresno Pacific Gardens LP
- Fresno Pacific Gardens AGP, LLC
- 1555 Santa Clara Street, LP
- Bridges at Florence, LP

Commissioner Anthony handed the requested list to staff for the record.

Staff noted Commissioner Anthony's request, and will respond accordingly.

No public comment.

Commissioner Petty motioned for the County Board's approval to receive and file the 2015 Annual Audited Basic Financial Statements. This action was seconded by Commissioner Anthony, and by unanimous vote of the Board of Commissioners for the County, the consideration to receive and file the 2015 Annual Audited Basic Financial Statements was approved.

- b. City: Consideration to Receive and File the 2015 Annual Audited Basic Financial Statements

Emily De La Guerra recommended the Board approval for the Agency to receive and file the audited Basic Financial Statements for the year ending December 31, 2015.

No public comment.

Commissioner Scharton motioned for the City Board's approval to receive and file the 2015 Annual Audited Basic Financial Statements. This action was seconded by Commissioner Bedrosian, and by unanimous vote of the Board of Commissioners for the City, the consideration to receive and file the 2015 Annual Audited Basic Financial Statements was approved.

c. Consideration to Approve the Submission of the 2017 Agency Annual/Five Year Plans

Angie Nguyen, Chief of Staff, presented the recommendation for the Boards to adopt the amendments to the 2017 PHA Annual Plans and authorize the submission of the Plans and all required documents to HUD. Ms. Nguyen's presentation included the information on the public comment period, feedback from the Resident Advisory Boards, and the comments and revisions made for the amendment.

There was no public comment.

Commissioner Petty motioned for the County Board's approval to submit the 2017 Agency Annual/Five Year Plans to HUD. This action was seconded by Commissioner Anthony, and by unanimous vote of the Board of Commissioners for the County, the consideration to submit the 2017 Agency Annual/Five Year Plans to HUD was approved.

Commissioner Bedrosian motioned for the City Board's to submit the 2017 Agency Annual/Five Year Plans to HUD. This action was seconded by Commissioner Johnson, and by unanimous vote of the Board of Commissioners for the City, the consideration to submit the 2017 Agency Annual/Five Year Plans to HUD was approved.

d. Consideration of the Conflict of Interest Code

Scott Fetterhoff, Director of Human Resources & Organizational Development, presented the Boards with the recommendation to adopt the amended Conflict of Interest Code.

Commissioner Anthony asked how often staff receives Conflict of Interest Training. Scott Fetterhoff responded acknowledging the last time the training was conducted to staff.

Ken Price, General Counsel, responded stating that the required training is for commissioned and senior staff every two years. Mr. Price acknowledged that the code is different from the training and that the Boards have the option to make it an additional requirement for all staff.

Tracewell Hanrahan commented to the discussion giving a brief overview of the Agency's policy and process for conflicts of interest.

No public comment.

Commissioner Petty motioned for the County Board's approval to adopt the amended Conflict of Interest Code. This action was seconded by Commissioner Nelson, and by

unanimous vote of the Board of Commissioners for the County, the amended Conflict of Interest Code was approved.

Commissioner Scharton motioned for the City Board's approval to adopt the amended Conflict of Interest Code. This action was seconded by Commissioner Bedrosian, and by unanimous vote of the Board of Commissioners for the City, the amended Conflict of Interest Code was approved.

8. COMMISSIONER'S REPORT

Commissioner Sablan attended the State of the County Breakfast held on September 21, 2016.

Commissioner Anthony attended the State of Education and the Mayoral Forum on held on September 26, 2016.

Commissioner Anthony announced that she is interested in becoming the next Chairman of the County Board of Commissioners.

Commissioner Scharton announced that he will be submitting his resignation from the Board to the Mayor, but will remain on the Board until a new appointment is made.

9. EXECUTIVE DIRECTOR'S REPORT

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

- The Board Retreat will be on December 2, 2016, at Cedar Courts. The time is to be determined.
- Two vendor outreach events were held. One event was held on September 15, 2016, in Mendota, and the second event was held at Parc Grove Commons on September 20, 2016.
- The Agency received a grant of \$25,000 annually for three years from the Robert Wood Johnson Foundation. The grant is a research grant which will enable the Agency to evaluate the new parent training program.
- The Mayoral Forum was held 6:00 p.m. on September 26, 2016, at Gaston Middle School.
- Staff Appreciation day at Playland will be on September 30, 2016 at 5:00 p.m.
- Announced the following employee promotions and new employees:
 - Summer Nunes – Human Resources Manager
 - Michael Conley - Office Assistant for Quality Assurance
 - Laura Martinez – Promoted to Enforcement Specialist

- Amber Lujano - Promoted to Human Resources Coordinator
- Quincy Boren - Promoted to Senior Analyst in Project and Community Development
- Stephanie Varela - Promoted to the Supervisor of Leasing and Intake
- DawnMarie Applegate - Promoted to the Supervisor of Leasing and Intake
- Angie Nguyen - Promoted to Chief of Staff

10. CLOSED SESSION

The agenda was amended to remove this item.

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 6:45 p.m.

Preston Prince, Secretary to the Boards of Commissioners

BOARD MEMO

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1331 Fulton Mall

Fresno, California 93721

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www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince
CEO/Executive Director

SUBJECT: 2017 Agency Calendar

DATE: October 20, 2016

BOARD MEETING: October 25, 2016

AGENDA ITEM: 4b

AUTHOR: Tiffany Mangum

Executive Summary

The Boards of Commissioners, annually take action to approve the Agency's calendar. Thus, the attached calendar for 2017 indicates the agency recognized holidays, Friday closures, board meetings, and other important activities of the Agency.

Additional trainings and special meetings will be scheduled, and are subject to the availability of the Commissioners.

Recommendation

It is recommended the Boards of Commissioners review and approve the proposed 2017 Agency calendar.

Fiscal Impact

None.

2017 Agency Calendar

January 2017						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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29	30	31				

February 2017						
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26	27	28				

March 2017						
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April 2017						
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30						

May 2017						
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28	29	30	31			

June 2017						
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25	26	27	28	29	30	

July 2017						
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30	31					

August 2017						
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September 2017						
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October 2017						
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29	30	31				

November 2017						
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December 2017						
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24	25	26	27	28	29	30
31						

NAHRO National Events
 Board Meeting
 Executive Committee Mtg
 Holiday Observance
 Friday Office Closure

January 2nd – New Year’s Day Observed
 January 16th – Martin Luther King Jr. Day
 February 13th -- Lincoln’s Birthday Observed
 February 20th – Presidents’ Day
 May 29th – Memorial Day

July 4th – Independence Day
 September 4th – Labor Day
 September 9th – Admission Day (8 hrs vacation credit)
 November 10th – Veterans Day Observed
 November 23rd – Thanksgiving Holiday

November 24th—Day After Thanksgiving Observed
 December 22nd – Christmas Eve Observed – 4 hr work day
 December 25th – Christmas Day
 November 24th—Day After Thanksgiving Observed

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TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince
CEO/Executive Director

SUBJECT: 2017 Federal & Agency Budget Update

DATE: October 20, 2016

BOARD MEETING: October 25, 2016

AGENDA ITEM: 5a

AUTHOR: Emily De La Guerra

Executive Summary

Staff will be presenting an update to the fiscal year 2017 Federal and Agency budgets. This will include an overview of the current Continuing Resolution that was approved by Congress and the President on September 28th, 2016, and will keep federal funding levels at the current rate until December 9th, 2016. Staff will also be presenting a first look at the Agency budget, including historical funding levels, anticipated revenues and costs, and fiscal priorities for the next year.

Recommendation

No action necessary. This item is informational only.

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TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince
CEO/Executive Director

SUBJECT: Overview of Agency Structure and Associated Entities

DATE: 10/19/2016

BOARD MEETING: 10/25/2016

AGENDA ITEM: 5b

AUTHOR: Tracewell Hanrahan

Executive Summary

Staff will be presenting an overview of the Agency structure and the entities associated with the Fresno Housing Authority. Over the past 30 years, the Authorities have jointly created various instrumentalities, affiliates and single-purpose entities that have been utilized to further the Housing Authorities' mission to create and sustain affordable housing in Fresno County. Overall, the two Housing Authorities have sponsored or created 5 non-profit instrumentalities, over 40 single-purpose entities, and participates in two affiliates.

Below is a brief overview and description of each type of entity, and some examples of those entities. Staff will further describe the definitions and relationships during the Boards of Commissioners meeting.

Fresno Housing Authority

The Fresno Housing Authority refers to two separate public housing authorities (PHA). The two separate entities are the Housing Authority of Fresno County and the Housing Authority of the City of Fresno. In 1995, The Housing Authority of Fresno County and the Housing Authority of the City of Fresno entered into an agreement that provides for the two agencies to cooperate for the purposes of making both more efficient and effective. The two agencies are managed by one CEO/Executive Director, have common staff and systems. Both Boards of Commissioners act independently but meet jointly for efficiency.

The Housing Authority of Fresno County was established in 1946 to provide affordable housing for low-income residents of the Fresno County, California. The Housing Authority of the City of Fresno was established in 1940 to provide affordable housing for low-income residents of the City of Fresno. Both PHAs were founded under the Health and Safety Code of the State of California and the National Housing Act of 1937, and each is governed by a seven-member Board of Commissioners.

The Agency's mission is to create and sustain vibrant communities throughout Fresno County. This mission is accomplished by administering a number of programs, including the Low Rent Public Housing Program and the Section 8 Housing Choice Voucher Program. The Agency has established various instrumentalities, affiliates, and single purpose entities to partner and develop housing opportunities for over 50,000 of Fresno County's lowest-income families, elderly, Veterans, and persons with disabilities. As the County's largest provider of affordable housing, the Agency recognizes that it takes tremendous amount of support to help people make a home and engage residents in building vibrant communities.

Instrumentality

An instrumentality is a wholly-owned subsidiary of the Fresno Housing Authority. This means that the Board of the instrumentality is solely comprised of Fresno Housing representatives (either staff or Commissioners), has a strong financial relationship with the Housing Authority, and is included in the Agency's financial statements and annual audits.

Examples of instrumentalities would include the Housing Relinquished Fund Corporation (HRFC), Silvercrest, Inc., and the Housing Self-Insurance Corporation. Each of these instrumentalities have their own separate Bylaws and Articles of Incorporation, but so are closely tied to the Housing Authority and serve to further the mission of the Housing Authority that they are considered a part of the Agency.

Single-Purpose Entity

Most of the single purpose entities were created by the Fresno Housing Authority Boards of Commissioners. These entities are used to facilitate the development of affordable housing across Fresno County utilizing the Low Income Housing Tax Credit (LIHTC) program. The entities can either be formed as Limited Partnerships (LP) or as Limited Liability Corporations (LLC). Staff will further explain the differences between these two types at the Boards of Commissioners meeting.

Examples of single-purpose entities created by the Housing Authority would include Bridges at Florence LP, Fresno Edison Apartments LP, Parc Grove Commons Northwest LP, and Southeast Fresno RAD LP. Each of these entities were formed for the sole purpose of developing and operating the housing project affiliated with the partnership, and as such, there is a separate LP and LLC for each LIHTC property that has been built over the past twenty years.

Affiliates

Affiliates are independent organizations with some Fresno Housing representatives on the Board, but are technically not considered an instrumentality because the Agency does not have financial or operational influence over the entity. The Fresno Housing Authority may or may not be a financial supporter of the affiliate, however they are not included in the financial statements of the Housing Authority.

Fresno Housing is involved in two affiliates: Better Opportunities Builder, Inc. and the Fresno Housing Education Corps. Each of these entities are non-profits that serve their own purpose and have a separate Board of Directors.

Recommendation

No action necessary. This item is informational only.

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

SUBJECT: Real Estate Development Update

DATE: October 19, 2016

BOARD MEETING: October 25, 2016

AGENDA ITEM: 5c

AUTHOR: Christina Husbands

Executive Summary

In acknowledgement of the 30th anniversary of the creation of the Low-Income Housing Tax Credit (LIHTC) on October 22nd, staff will provide an overview of the current demand for affordable housing in Fresno County, a recap of the agency's tax credit development activities in relationship to overall tax credit development in Fresno County over the past seven years, and an overview of the leveraging of agency resources in those developments.

Recommendation

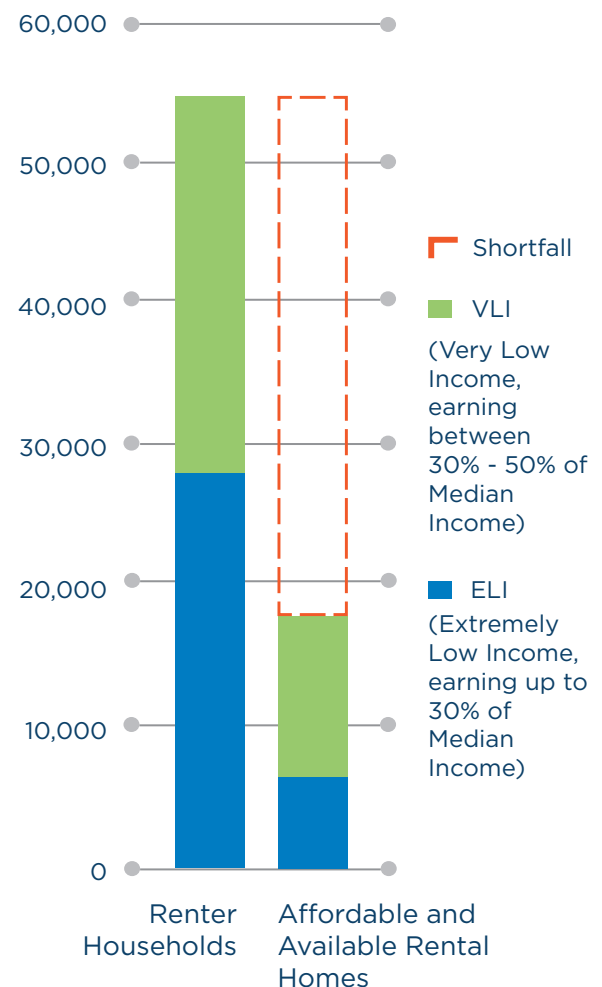
None at this time. Informational only.

CONFRONTING FRESNO COUNTY'S RENT AND POVERTY CRISIS: A CALL FOR REINVESTMENT IN AFFORDABLE HOMES

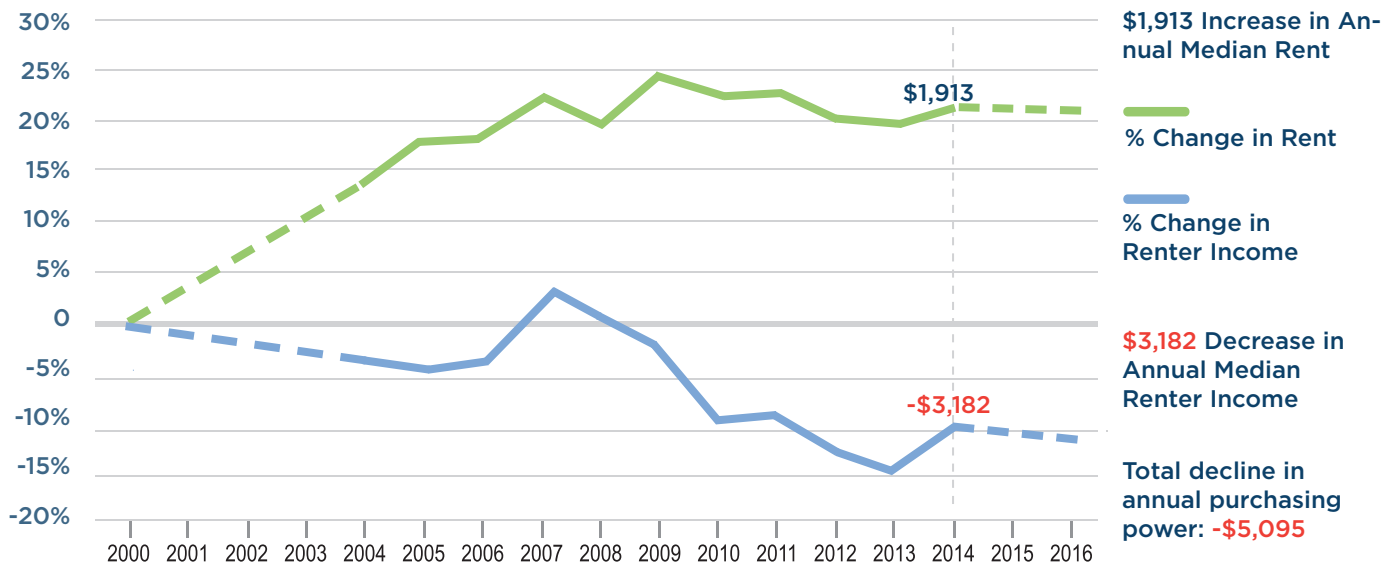
KEY FINDINGS

- » Cuts in annual federal and state funding, including elimination of Redevelopment, have reduced Fresno County's investment in affordable housing production and preservation by more than \$21 million annually since 2008, 52% reduction.
- » Median rent in Fresno County has increased 22% since 2000 while median renter household income has declined 10%, when adjusted for inflation.
- » Renters in Fresno County need to earn \$3,053 a month to afford the average monthly asking rent of \$916.
- » Fresno County's lowest-income renters spend 68% of income on rent, leaving little left for food, transportation, health expenses, and other needs.
- » Fresno County needs 37,327 more affordable rental homes to meet the needs of its lowest-income renters.

FRESNO COUNTY NEEDS 37,327 MORE AFFORDABLE RENTAL HOMES

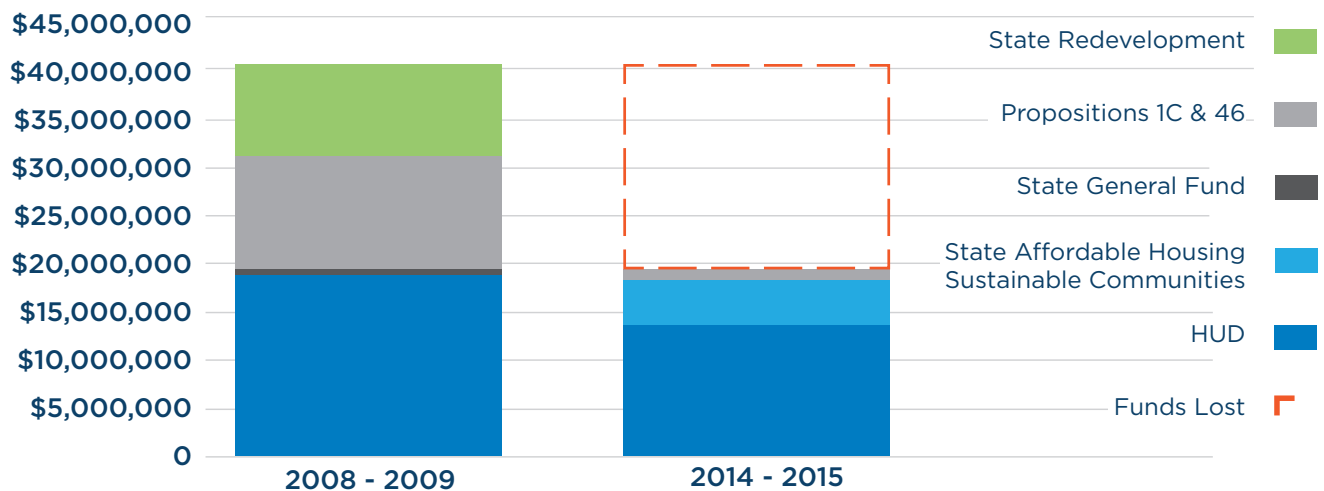


FRESNO COUNTY'S INFLATION-ADJUSTED MEDIAN RENT INCREASED 22% WHILE MEDIAN RENTER INCOME DECLINED 10% FROM 2000 TO 2014



Source: CHPC analysis of 2000-2014 Census and ACS data. Median renter income and rent from 2001-2004 and 2015-2016 are estimated trends. Median rent and median renter income are inflation adjusted to 2014 dollars.

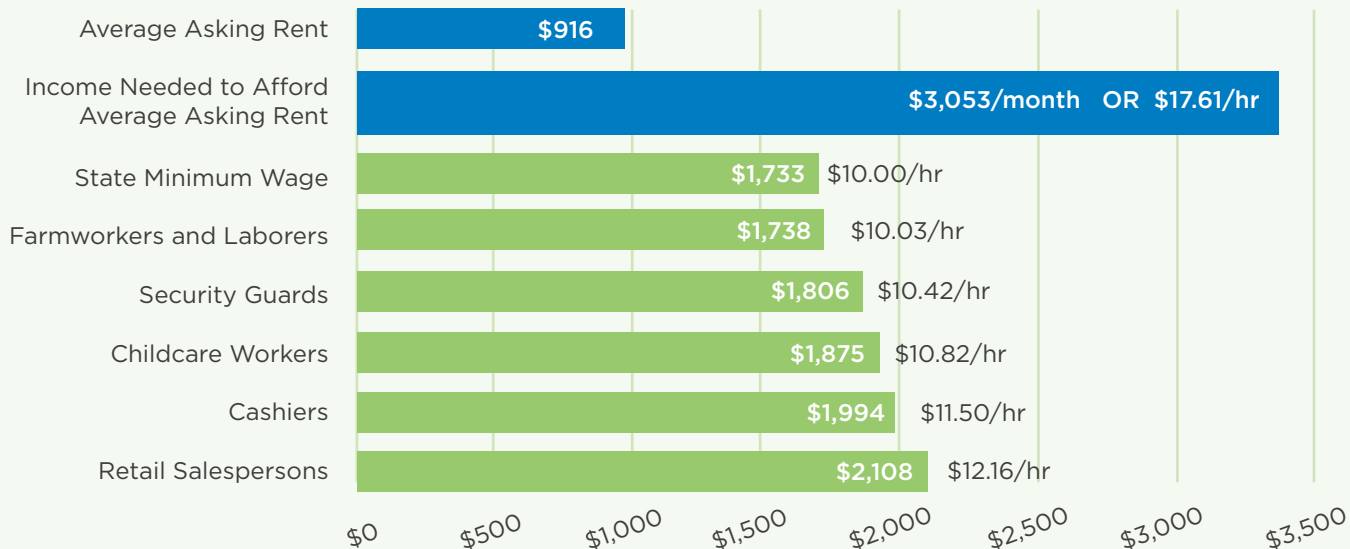
FRESNO COUNTY LOST 52% OF STATE AND FEDERAL FUNDING FOR HOUSING PRODUCTION AND PRESERVATION FROM FY 2008-09 TO FY 2014-15



FUNDING SOURCE	FY 2008-2009	FY 2014-2015	% CHANGE
State Redevelopment	\$9,563,757	\$0	-100%
State Housing Bonds and Housing Programs	\$12,526,130	\$5,800,000	-54%
U.S. Dept. of Housing & Urban Development	\$18,754,013	\$13,766,422	-27%
Total	\$40,843,900	\$19,566,422	-52%

Source: CHPC analysis of 2008-2009 annual HCD Redevelopment Housing Activities report; 2008-2009 and 2014-2015 annual HCD Financial Assistance Programs Reports; HUD CPD Appropriations Budget data for fiscal years 2009 and 2015.

FRESNO COUNTY RENTERS NEED TO EARN \$3,053 A MONTH TO AFFORD AVERAGE ASKING RENTS



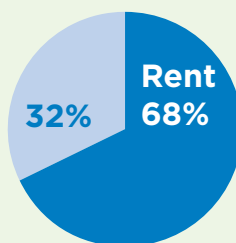
Source: CHPC Analysis of Real Answers Fresno County average rent data for the 1st Quarter 2016 and Bureau of Labor Statistics Average Annual Wage Data for CA Occupations 2015.

WHAT DO RENTERS IN FRESNO COUNTY HAVE LEFT AFTER PAYING RENT?

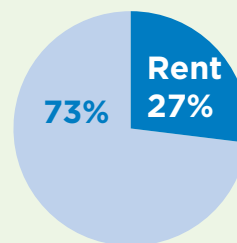
HOUSEHOLDS EARNING HALF OF MEDIAN INCOME OR LESS

MEDIAN INCOME HOUSEHOLDS

Food, Transportation, Health Care, & Other Needs

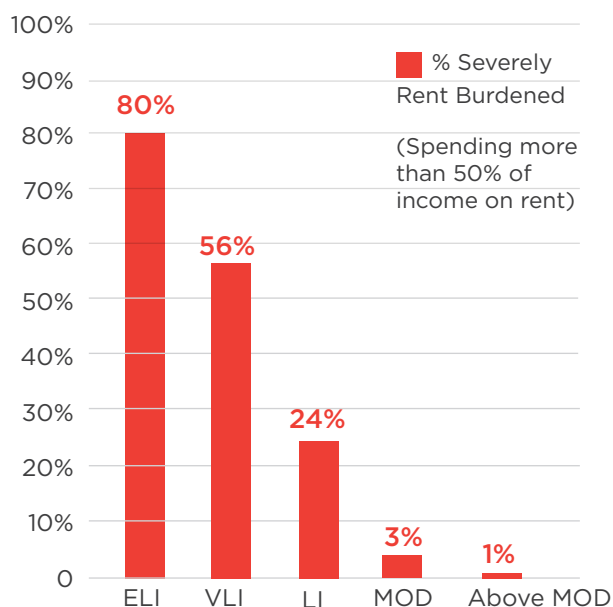


Food, Transportation, Health Care, & Other Needs



Source: NLIHC analysis of 2014 PUMS data.

PERCENTAGE OF SEVERELY BURDENED HOUSEHOLDS BY INCOME GROUP



Source: NLIHC analysis of 2014 PUMS data.

ABOUT CHPC

THE STATE CREATED THE CALIFORNIA HOUSING PARTNERSHIP MORE THAN 25 YEARS AGO AS A PRIVATE NONPROFIT ORGANIZATION WITH A PUBLIC MISSION: TO MONITOR, PROTECT, AND AUGMENT THE SUPPLY OF HOMES AFFORDABLE TO LOWER-INCOME CALIFORNIANS AND TO PROVIDE LEADERSHIP ON AFFORDABLE HOUSING FINANCE AND POLICY. SINCE 1988, THE CALIFORNIA HOUSING PARTNERSHIP HAS ASSISTED MORE THAN 100 NONPROFIT AND LOCAL GOVERNMENT HOUSING ORGANIZATIONS LEVERAGE MORE THAN \$8 BILLION IN PRIVATE AND PUBLIC FINANCING TO CREATE AND PRESERVE 30,000 AFFORDABLE HOMES.

STATEWIDE POLICY RECOMMENDATIONS

The California Housing Partnership calls on state leaders to take the following actions to provide relief to low-income families struggling with the high cost of housing:

- » Invest at least \$1 billion from the state's General Fund surplus into established state programs prioritizing the lowest-income households.
- » Expand the California Low Income Housing Tax Credit. **(AB 2817)**
- » Improve the value of the California LIHTC by up to 40% at no cost to the state. **(SB 873)**
- » Give state voters the opportunity to approve a new housing bond similar to **SB 879**.
- » Authorize local governments to use tax increment financing for locally approved affordable housing benefit districts and to issue bonds. **(AB 2031)**
- » Reaffirm cities' authority to require the inclusion of a percentage of homes affordable to low- and moderate-income households in new rental housing development. **(AB 2502)**
- » Make discrimination against Section 8 voucher holders illegal. **(SB 1053)**
- » Create an ongoing, predictable revenue source of at least \$500 million annually for the production and preservation of homes affordable to lower-income households.

LOCAL RECOMMENDATIONS FOR FRESNO COUNTY

- » Dedicate tax increment revenue recaptured from former redevelopment areas for affordable housing investment.
- » In areas targeted for revitalization, focus on protecting and benefitting current low-income residents.
- » Identify sites for affordable developments in higher income, higher opportunity areas of the city and county.
- » Identify and pass multiple sources of affordable housing funding, including a housing impact fee that supports the Affordable Housing Trust Fund.
- » Require annual interior inspections of apartment complexes and houses with a history of problems.
- » Increase code enforcement staffing and training so that housing code violations are sustained.
- » Place properties with serious violations in court-appointed receivership, as permitted under City ordinance, and extend to other jurisdictions to improve owner response.
- » Link local investments in health care to affordable housing and services that improve health, education and employment outcomes for lower income households.
- » Prioritize infrastructure improvements to facilitate infill residential development and to improve quality of life in low-income communities.

This report was produced by the California Housing Partnership.

Local policy recommendations provided by the Fresno Housing Authority.

For questions about Fresno County's housing need, contact:
Preston Prince, pprince@fresnohousing.org, (559) 443-8400



BOARD MEMO

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

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

www.fresnohousing.org

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

DATE: October 20, 2016
BOARD MEETING: October 25, 2016
AGENDA ITEM: 5d
AUTHOR: Angie Nguyen

SUBJECT: Update on Potential Partnerships to Improve Section 3 Outcomes

Executive Summary

The Fresno Housing Authority continuously seeks ways to improve services and opportunities for residents. Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities should be given to residents who meet the Section 3 criteria in that area. This is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Attached is a Q&A form that is typically used in pre-bid conferences to explain Section 3.

In our efforts to improve the benefit to our residents and Section 3 outcomes, Fresno Housing seeks partners who can assist residents with soft and technical skills. Over the years, Resident Services staff have modified the resident skill-set questionnaire and tracking methodology so that information is readily available to our contracted vendors for employment opportunities within their companies. In 2016, HOPE Builds received local funding to provide entry level construction skills and job readiness training for adults 18 yrs and older at Cedar Courts for the purpose of improving Section 3 outcomes.

HOPE Builds is a community-based skill building woodshop program designed to strengthen the work skills of low-skilled and under-educated workers. The 28-week program is designed to teach basic construction concepts and soft skills development, enabling participants to learn a trade and improve career opportunities. Workshop sessions are facilitated twice weekly by licensed construction staff and began in September 2016. Topics covered address soft skills development (i.e. resume writing, interviewing, responsibility) as well as basic woodworking and construction concepts. Participants learn how to read blueprints, use hand tools, and gain hands-on experience crafting woodworking projects from start to finish. Special guests

and will provide coaching on worksite ethics, communication skills and problem solving to build their self-efficacy for this type industry employment.

The outreach for collaboration is reciprocal with others contacting the agency for potential partnerships. The Carpenter's Union Local 701 will provide a brief presentation to the Board of Commissioners on their pre-apprenticeship program and their desire to explore a role for them on the continuum of opportunities provided to residents.

Recommendation

None at this time. Informational only.

What is Section 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

Section 3 Policy

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents
- Low and very-low income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

Determining Income Levels

- Low income is defined as 80% or below the median income of that area
- Very low income is defined as 50% or below the median income of that area.
- Median incomes can be found using the [American Fact Finder](#) at

What is a Section 3 business & what types of economic opportunities are available under Section 3?

A business:

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Types of Opportunities:

- Job training
- Employment
- Contracts

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www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince
CEO/Executive Director

SUBJECT: Consideration of Contract Extension with Davis Farr LLP for Independent Audit Services

DATE: October 20, 2016

BOARD MEETING: October 25, 2016

AGENDA ITEM: 6a

AUTHOR: Emily De La Guerra

Executive Summary

The purpose of this memo is to seek the Boards of Commissioners' approval to extend the contract between the Fresno Housing Authority and Davis Farr LLP. The Agency currently has a contract with Davis Farr LLP to provide services for the annual Basic Financial Statement audits of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County, and all Agency instrumentalities, for year ending December 31, 2015, with four extension options through the fiscal year 2019 audit. This will be the first extension of the contract and will be valid from December 15, 2016 through December 14, 2017. The Boards of Commissioners originally approved this contract on September 22, 2015 with an annual contract amount of \$125,000, and a total potential not to exceed amount of \$625,000 over the course of five years.

Fiscal Impact

The Agency would like to extend its contract with Davis Farr LLP for an amount not to exceed \$125,000 over the next contract period, per our contract limits. This amount will be included in the 2017 Agency Operating Budget.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director, or his designee, to extend the contract with Davis Farr LLP from December 15, 2016 through December 14, 2017 for an amount not to exceed \$125,000.

Background

In October of 2014, the Agency published an RFP to solicit proposals from qualified certified public accounting firms to perform the Agency's annual financial statement audits. In response, the Agency received proposals from nine (9) firms: Mayer Hoffman McCann P.C. (now doing business as Davis Farr LLP), Barman Hopkins Wright & LaHam CPAs LLC, CliftonLarson Allen LLP, CohnReznick LLP, Macias Gini & O'Connell LLP, Novogradac and Company LLP, Rector Reeder & Lofton P.C., Smith Marion & Company LLP, and Wallace Rowe & Associates.

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

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

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

On September 22, 2015, the Boards of Commissioners for the Fresno Housing Authority approved the contract between the Agency and Davis Farr LLP for the Agency's annual Basic Financial Statement audits for an initial term of one year in the amount of \$125,000, with the option to renew for an additional four (4) one (1) year periods for a total potential contract amount of \$625,000.

RESOLUTION NO. _____

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

RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT FOR
INDEPENDENT AUDIT SERVICES

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

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

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

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

WHEREAS, the Authority desires to exercise its option to extend the contract with Davis Farr LLP for independent audit services for one year, beginning December 15, 2016, for an amount not to exceed \$125,000; and,

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

PASSED AND ADOPTED THIS 25th DAY OF OCTOBER, 2016. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT FOR
INDEPENDENT AUDIT SERVICES

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

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

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

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

WHEREAS, the Authority desires to exercise its option to extend the contract with Davis Farr LLP for independent audit services for one year, beginning December 15, 2016, for an amount not to exceed \$125,000; and,

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

PASSED AND ADOPTED THIS 25th DAY OF OCTOBER, 2016. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince
CEO/Executive Director

DATE: October 20, 2016

BOARD MEETING: October 25, 2016

AGENDA ITEM: 6b

AUTHOR: Emily De La Guerra

SUBJECT: Consideration of the Contract with Novogradac & Company LLP
for Tax Credit CPA and Annual Audit Services

Executive Summary

The purpose of this memo is to update the Boards of Commissioners on the status of the Request for Proposals (RFP) for tax credit CPA and annual audit services, and to request approval to proceed with a contract award to the certified public accounting firm, Novogradac & Company LLP (Novogradac). This firm was selected as the successful proposer due to many factors, including their specific technical knowledge of tax credit requirements, multi-family housing audit procedures, and taxation rules for tax credit investment instruments, limited partnerships, limited liability corporations and non-profit entities.

In June of 2016, the Agency published an RFP to solicit proposals from qualified certified public accounting firms to perform tax credit CPA and audit services. The services requested in the RFP included many requirements that are specific to the Low-Income Housing Tax Credit (LIHTC) program, including:

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

In response, the Agency received proposals from six (6) firms: CliftonLarson Allen LLP, CohnReznick LLP, Eide Bailly LLP, Novogradac & Company LLP, Rubino & Company Chartered, and Smith Marion & Company LLP. The RFP

methodology considers both technical factors and price when evaluating a proposal. Awards are based on the proposal that represents the best overall value when considering both price and other factors including technical expertise, successful past performance, quality of proposed staffing, etc. Based on this assessment, the selection committee consisting of staff from Finance, Development, Asset Management and two third-party property management companies, recommended Novogradac & Company LLP for award being the top-rated proposer overall.

The Fresno Housing Authority desires to enter into a contract with Novogradac to provide CPA services for its associated entities, instrumentalities, and affiliates for the year ending December 31, 2016, with four options for extensions through December 31, 2020. Staff will be asking the Housing Authority's Boards to consider and approve the contract with Novogradac for the Agency-controlled instrumentalities, including the Housing Relinquished Fund Corporation (HRFC), the Housing Self-Insurance Corporation (HSIC), Silvercrest, Inc., Villa del Mar, Inc. and Housing Connections & Compliance, Inc. Staff will also be asking the Silvercrest Board of Directors to consider and approve the contract for the Tax Credit Limited Partnerships for which Silvercrest is the Managing General Partner.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority authorize the CEO/Executive Director, or his designee, to negotiate and execute the contract with Novogradac & Company LLP for the audit and/or tax services for the Housing Relinquished Fund Corporation (HRFC), the Housing Self-Insurance Corporation (HSIC), Silvercrest, Inc., Villa del Mar, Inc. and Housing Connections & Compliance, Inc. The contract will be effective as of November 1st, 2016 and will be valid for an initial term of one year in the amount of \$23,000, with the option to renew the contract for an additional four one-year periods for a total potential not-to-exceed amount of \$115,000.

Fiscal Impact

The fiscal impact of this items will be \$23,000 in fiscal year 2017. The cost of each audit is borne by the associated entity and will be included in their 2017 budgets.

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the term of said contract will be November 1st, 2016 through October 31st, 2017, with an option to extend the contract term for four additional, one year terms, for a possible total contract term of five years; and,

WHEREAS, the said contract will cover the Authority-controlled instrumentalities, and,

WHEREAS, the total annual cost of said contract will be \$23,000 per year and will be paid by the associated entity; and,

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

PASSED AND ADOPTED THIS 25th DAY OF OCTOBER, 2016. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the term of said contract will be November 1st, 2016 through October 31st, 2017, with an option to extend the contract term for four additional, one year terms, for a possible total contract term of five years; and,

WHEREAS, the said contract will cover the Authority-controlled instrumentalities, and,

WHEREAS, the total annual cost of said contract will be \$23,000 per year and will be paid by the associated entity; and,

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

PASSED AND ADOPTED THIS 25th DAY OF OCTOBER, 2016. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

INTRODUCTION

This contract by and between the Fresno Housing Authority (hereinafter “the Agency”), and Novogradac & Company LLP (hereinafter “the Contractor”) is hereby entered into this **25th day of October, 2016**.

Contractor work pursuant to this contract shall begin on **the 1st day of November, 2016, and shall end on the 31st day of October, 2017**, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term “herein” is referred to, such refers to this contract form, the appendices and all listed exhibits.

1.0 Definitions.

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

2.0 Services and Payment.

- 2.1 **Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein and within the attached Appendix No. 2. Said services shall be provided on the dates and times determined by the Agency. In addition, the Agency shall retain the right to implement and/or enforce any item issued as a part of Request For Proposal (RFP) No. P16003.

2.2 Cost/Value of Services.

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

\$115,000

NTE value is calculated per the fee schedule in Appendix No. 3. The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

2.3 Renewal Options. This contract is initially executed for the period of one (1) year with the option, at the Agency's discretion, of four (4) additional one-year option periods, for a maximum total of five (5) years.

2.4 Time Performance. The Contractor will complete each task as assigned by the Agency.

2.5 Billing Method.

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

**Fresno Housing Authority
Attention: Accounts Payable
1331 Fulton Mall, Fresno, California 93721
Acct_ap@hafresno.org**

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

2.5.2.1 Unique invoice number;

2.5.2.2 Contractor's name, address and telephone number;

2.5.2.3 Date of invoice and/or billing period;

2.5.2.4 Applicable Contract No.;

2.5.2.5 Applicable Purchase Order No.;

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

2.5.2.7 Total dollar amount being billed.

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

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

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

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

4.1 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the Agency pursuant to this contract.

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

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

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

4.5 Insurance Requirements.

4.5.1 Insurances. The Contractor shall provide the agency with Certificate(s) of Liability Insurance. The Agency shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.5.1.1 General Liability Insurance. Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate

together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$3,000.

4.5.1.2 Professional Liability Insurance. Policy of Professional Errors & Omissions Liability Insurance coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$500,000;

4.5.1.3 Automobile Liability Insurance. Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$3,000.

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

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

Fresno Housing Authority
Attn: Emily De La Guerra, Director of Finance
1331 Fulton Mall, Fresno, California 93721

4.6 Licensing. The Contractor shall maintain a local Business Tax License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.7 Financial Viability and Regulatory Compliance.

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

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

4.7.3 The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this contract.

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

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

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

7.0 Applicable Laws.

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

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

8.0 Notices and Reports.

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

Fresno Housing Authority
Attn: Arlene Wood, Senior Accountant
1331 Fulton Mall, Fresno, CA 93721

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

Novogradac & Company LLP
Attn: Jonathan Adkins, Partner
246 First Street, 5th Floor, San Francisco, CA 94105

9.0 Disputed Billings (Charges).

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

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

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

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

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

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

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

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

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

9.1.4.2 Repay to the Agency the amount ordered;

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

10.0 Binding Arbitration/Dispute Resolution. Any and all (material and non-material) disputes or controversies between the parties hereto involving either: (1) the

construction or application of any of the terms, covenants or conditions of this Agreement or (2) otherwise arising in any respect with regard to this Agreement, or (3) relating to, arising out of, or resulting from either this Agreement, the performance of this Agreement, or the lack of performance of this Agreement, and/or (4) in any other manner relating to or involving this Agreement, shall not be litigated in any federal or state court or before any state, federal or administrative agency, but rather shall upon written request of one party served on the other be submitted and shall be solely and exclusively resolved by “final and binding” arbitration before a neutral retired Judge, which arbitration shall comply with and be governed by the provisions of the California Arbitration Act (CCP §§1280, et seq.) This Arbitration Agreement constitutes a waiver of any right to a jury trial; and it also waives any right to proceed before any federal or state court or any federal or state administrative agency with regard to the disputes resolution. Said waivers are agreed to because the parties hereto prefer neutral and binding arbitration over any other means of dispute resolution. The neutral (retired Judge) arbitrator shall be mutually agreed upon by the parties; if such an Agreement is not promptly forthcoming, then the retired Judge to serve as arbitrator shall be selected by the Superior Court in accordance with the California Arbitration Act. The Arbitration hearing shall be conducted before a Certified Court Reporter and shall take place in the County of Fresno unless otherwise agreed by both parties. The hearing before the arbitrator of the matters to be arbitrated shall be at a time and place within the County of Fresno as selected by the Arbitrator. The Arbitrator shall select such time and place promptly after his/her appointment, and the arbitrator shall give written notice thereof to each party at least thirty days prior to the date so fixed. The arbitrator shall follow California substantive and procedural law; except only at the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings (in the sole discretion of the arbitrator) need not govern, so that evidence may be admitted or excluded in the discretion of the arbitrator as long as it is trustworthy. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing explaining the basis for his/her ruling. The Arbitrator shall cause a copy of the award to be delivered to each of the parties within twenty (20) calendar days after the conclusion of the evidentiary hearing, unless otherwise agreed by the parties. Said award shall follow California substantive and procedural law. All the arbitrators’ fees and all of the certified court reporter’s fees (for daily attendance and for providing the arbitrator with the original transcript) shall be shared equally (50/50) by the parties; and all the parties shall bear their own legal fees and their own litigation costs and expenses.

10.1 Breach. Notwithstanding the foregoing, it is hereby agreed and understood that, in the event that if a party to this Agreement breaches or threatens to breach this Agreement, then the other party to the Agreement may seek and obtain an injunction and/or any other equitable relief necessary from a state or federal

court of competent jurisdiction, so as to order the continuance of the party's performance under this Agreement, pending the results of the aforementioned arbitration proceeding.

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

period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

11.1.1 If the contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

11.1.2 Prior to termination, the Agency may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten (10) days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

11.1.3 After termination, if the contractor does not agree with the Agency's justification for the termination, the contractor shall have ten (10) days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

11.2 Termination For Convenience. Notwithstanding any other provision of this Contract, the parties agree that the Agency may terminate this agreement at any time, in its sole and absolute discretion, by delivering written notice to the Contractor. In such event, Contractor shall only be paid for the services actually performed to the date of such written notice.

- 11.3 Reporting.** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 11.4 Patent Rights.** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 11.5 Copy Rights/Rights in Data.** In addition to the requirements contained within Clause No. 5 of *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, the Agency has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
- 11.5.1** Except as provided elsewhere in this clause, the Agency shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 11.5.2** The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 11.5.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the Agency and others acting on its behalf a paid-up, non-exclusive,

irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the Agency.

- 11.5.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the Agency a license of the same scope as identified in the preceding paragraph.
- 11.5.5** The Agency agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the Agency may either return the data to the contractor, or cancel or ignore the markings.
- 11.5.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 11.5.7** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the Agency shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 11.5.8** The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the Agency except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any Agency location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software,

provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

11.6 Access to Records. Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11.7 Record Retention. Both parties hereby guarantee retention of all required records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

11.8 Energy Policy and Conservation Act. Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

12.0 Additional Considerations.

12.1 Non-Escalation. Unless otherwise specified within the contract documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

12.2 Funding Restrictions and Order Quantities. The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

12.2.1 Funding is not available;

12.2.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

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

- 12.3 Local, State, and/or Federal Permits.** All local, State or Federal permits which may be required to provide the services ensuing from award, whether or not they are known to either the Agency or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor, and any costs required by the Contractor to procure and provide such necessary permits.
- 12.4 Government Standards.** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Fresno Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 12.5 Freight on Bill and Delivery.** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the contract.
- 12.5.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 12.6 Backorders.**
- 12.6.1** The CO must be notified in writing by the contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.
- 12.6.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.

- 12.7 Work on Agency Property.** If the Contractor's work under the contract involves operations by the Contractor on Agency premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 12.8 Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 12.9 Subcontractors.** Unless otherwise stated within the contract documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the contract without the prior written permission of the CO.
- 12.10 Salaries and Expenses Relating to the Contractors Employees.** The Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 12.11 Independent Contractor.** The Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 12.12 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

12.13 Waiver of Breach. A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

12.14 Time of the Essence. Time is of the essence under this agreement as to each provision in which time of performance is a factor.

12.15 Limitation of Liability. In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

12.16 Indemnification.

12.16.1 The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against personal injury and tangible property damage claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "California Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

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

costs of such defense to the Contractor including attorney's fees and court costs.

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

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

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

13.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

13.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

- 13.3** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 13.4 Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives, where applicable:
- 13.4.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 13.4.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 13.4.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 13.4.4** The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 13.4.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 13.4.6.** HUD Information Bulletin 909-23 which is the following:

13.4.6.1. Notice of Assistance Regarding Patent and Copyright Infringement;

13.4.6.2. Clean Air and Water Certification; and,

13.4.6.3. Energy Policy and Conservation Act.

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

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

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

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

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

- 14.2** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 14.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 14.4** The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 14.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- 14.6** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 14.7** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to

Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

15.0 Appendices.

15.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

15.1.1 Appendix No. 1. Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*;

15.1.2 Appendix No. 2. Scope of Services, as agreed upon by negotiation between the Agency and the Contractor;

15.1.3 Appendix No. 3. The proposed fee(s) submitted by this contractor in response to the RFP, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract.

15.1.4 Inclusion by Reference. Included by reference is any document or clause issued as a part of RFP No. P16003 that the Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the Agency upon written request for such from the contractor.

15.2 Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

16.0 CERTIFICATIONS. The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

Novogradac & Company LLP:

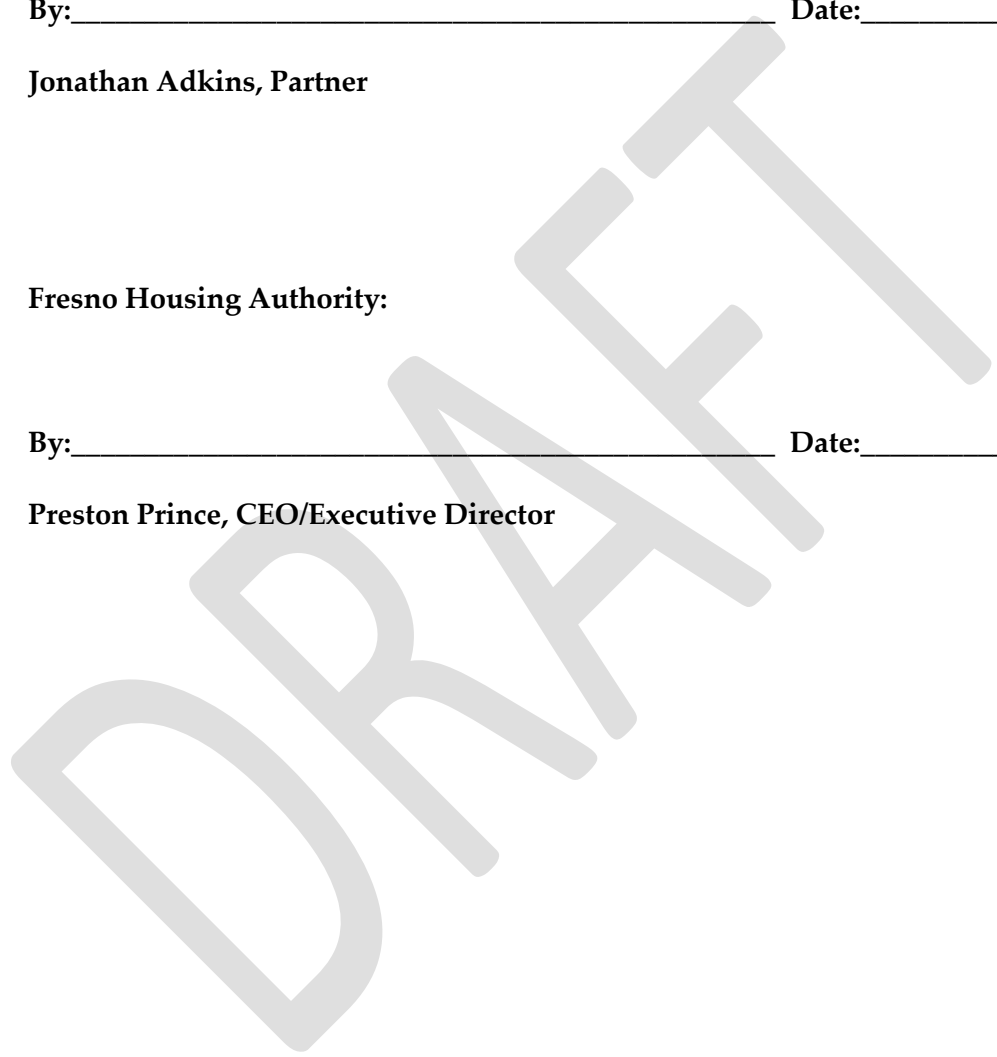
By: _____ **Date:** _____

Jonathan Adkins, Partner

Fresno Housing Authority:

By: _____ **Date:** _____

Preston Prince, CEO/Executive Director



General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Appendix No. 2 – Scope of Services

Annual Audits and Tax Return Preparation for Tax Credit Entities:

Contractor shall perform annually audits and prepare tax returns for Limited Partnership Tax Credit entities listed in Appendix 3 – Schedule of Fees. The contractor shall:

- i. Meet quarterly with the Agency’s Development Director and/or Community Development Manager(s) to strategize financial direction of the Agency.
- ii. Provide on-going support to the Agency Planning and Community Development Department for any changes in HUD regulation, including compliance with applicable GASB or FASB statements.
- iii. During the California Tax Credit Allocation Committee (TCAC) application period, provide Eligible Tax Basis and Qualifying Project Certifications and Cash Flow Analysis’ for specific projects.
- iv. Annually perform audits and prepare tax returns for Limited Partnership Tax Credit developments.
- v. Annually prepare tax returns for Limited Liability Companies.
- vi. Provide required certifications for CTCAC, including 10% Tests, Carryover Allocation Documentation, Cost Certification Statements, Final Cost Certification/Verification of Sources and Uses, and Placed-in-Service Packages, as well as other tasks as needed.
- vii. In addition to the above, the Agency shall, based upon the Agency’s needs at any time during the ensuing contract period, retain the right to award to the successful proposer any amount of work pertaining specifically to the inspection, review, analysis, and reporting of Agency financial records.
- viii. Upon receipt of the PBC list, members of the Housing Authority team assigned with the audit will provide the information in a timely manner as audits are a priority for the Agency. Information returned in a timely manner back to the auditor will result in meeting deadlines established by our lenders/investors. The successful proposer will provide the team dedicated to meeting these deadlines as well as the necessary follow up to close any open items.
- ix. All audits related to tenant file testing will be completed at location of the property management company.
- x. Attest to UFRS—Financial Statement upload to HUD for RAD properties as required by HUD multifamily compliance.

Please note that any of the above services are, based on the Agency’s needs, subject to change.

Appendix No. 3 – Schedule of Fees

Item No.	Description	Qty	Unit	Price
1	Total cost to perform CPA services, and file audit and tax return for Silvercrest, Inc.	1	EA	\$14,000
2	Total cost to perform CPA services, and file tax return for Housing Connections and Compliance, Inc.	1	EA	\$750
3	Total cost to perform CPA services, and file tax return for Housing Relinquished Fund Corporation (HRFC)	1	EA	\$3,750
4	Total cost to perform CPA services, and file tax return for Housing Self-Insurance Corporation (HSIC)	1	EA	\$3,750
5	Total cost to perform CPA services, and file tax return for Villa Del Mar, Inc.	1	EA	\$750

*Fees are annual

DRAFT

BOARD MEMO

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

DATE: October 20, 2016
BOARD MEETING: October 25, 2016
AGENDA ITEM: 6c
AUTHOR: Scott Fetterhoff

SUBJECT: Extension of Current Memorandum of Understanding Between
Fresno Housing Authority and Service Employees International Union, Local
521

Executive Summary

The purpose of this memo is to provide an update to the Boards of Commissioners on the status of the current collective bargaining contract negotiations between Fresno Housing Authority and SEIU, Local 521.

Our current Memorandum of Understanding was negotiated in 2013 for a three year term, and is scheduled to expire on October 31, 2016. Economic provisions, such as wage increases and benefits are in place for one year at a time.

Negotiations with the Union on a contract renewal commenced on Wednesday October 19, 2016 and both parties reached a Tentative Agreement that in order to accommodate the necessary time needed to work through and conclude negotiations, our current Memorandum of Understanding would be extended at least through November 30, 2016.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority authorize the CEO/Executive Director, or his designee, to negotiate and execute the collective bargaining contract extension between Fresno Housing Authority and SEIU, Local 521.

Fiscal Impact

There is no fiscal impact at this time. Fiscal impact will be reviewed by the Boards of Commissioners at the conclusion of collective bargaining contract negotiations.

RESOLUTION NO. _____

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

**RESOLUTION TO EXTEND THE CURRENT MEMORANDUM OF UNDERSTANDING
BETWEEN THE FRESNO HOUSING AUTHORITY AND SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 521**

WHEREAS, the current Memorandum of Understanding was negotiated in 2013 for a three year term, and is scheduled to expire on October 31, 2016; and

WHEREAS, negotiations with the SEI Union on a contract renewal commenced on Wednesday October 19, 2016 and both parties reached a Tentative Agreement that in order to accommodate the necessary time needed to work through and conclude negotiations, to extend our current MOU at least through November 30, 2016; and

NOW THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice to approve an extension of the current Memorandum of Understanding between the Fresno Housing Authority and the Service Employees International Union, Local 521 at least through November 30, 2016.

PASSED AND ADOPTED THIS 25th DAY OF October, 2016. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioner

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION TO EXTEND THE CURRENT MEMORANDUM OF UNDERSTANDING
BETWEEN THE FRESNO HOUSING AUTHORITY AND SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 521**

WHEREAS, the current Memorandum of Understanding was negotiated in 2013 for a three year term, and is scheduled to expire on October 31, 2016; and

WHEREAS, negotiations with the SEI Union on a contract renewal commenced on Wednesday October 19, 2016 and both parties reached a Tentative Agreement that in order to accommodate the necessary time needed to work through and conclude negotiations, to extend our current MOU at least through November 30, 2016; and

NOW THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice to approve an extension of the current Memorandum of Understanding between the Fresno Housing Authority and the Service Employees International Union, Local 521 at least through November 30, 2016.

PASSED AND ADOPTED THIS 25th DAY OF October, 2016. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioner

BOARD MEMO

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

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

www.fresnohousing.org

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

DATE: October 20, 2016
BOARD MEETING: October 25, 2016
AGENDA ITEM: 6d
AUTHOR: Quincy Boren

SUBJECT: Consideration of Magill Terrace Adjacent Land Acquisition (APNs 343-030-20 & 343-253-02)

Executive Summary

Magill Terrace (the "Development") is an existing 20 unit Low-Income Public Housing (LIPH) property located at 401 Nelson Ave. in Fowler, CA. On October 22, 2014, the Board authorized the submission of a Rental Assistance Demonstration (RAD) application to the Department of Housing and Urban Development (HUD) for the Development for the purpose of converting the project from LIPH to Project-Based Rental Assistance (PBRA).

Subsequent to submission of the RAD application, a site analysis was conducted to determine the optimal use of the property. Two adjacent vacant parcels ("acquisition parcels") totaling 1.74 acres, APNs 343-030-20 and 343-253-02 were identified as ideal acquisitions to allow for increasing the total project size to 60 units. The current redevelopment concept is to demolish the existing buildings and replace with new construction units.

On May 26, 2015, the Board authorized the execution of Purchase and Sale Agreements at a negotiated price of \$330,000 with the subject property owners. Included with this memo is a draft site plan and parcel map showing the agency owned parcels, as well as the parcels being acquired.

The Board approved the combined Development concept and proposed financing plan for submission of a Low-Income Housing Tax Credit (LIHTC) application on June 23, 2015. The Board subsequently approved two additional LIHTC application submissions for the Development on February 23, 2016 and June 21, 2016, as well as the authorization of a Housing Relinquished Fund Corporation (HRFC) commitment of \$2,850,000. Staff anticipates the submission of an LIHTC application in March 2017, and construction would be anticipated to begin in December, 2017.

At this time, Staff is requesting that the Boards of Commissioners approve finalizing the acquisition of the parcels, acceptance of the Deeds for the subject parcels, and authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate and

execute Escrow Instructions and any ancillary documents related to the purchase.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority authorize the land purchase and acceptance of Deeds for the two parcels in Fowler, CA (APNs 343-030-20 & 343-025-02) and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate and execute Escrow Instructions and any and all documents related to the Purchase.

Fiscal Impact

The total negotiated price for the two parcels is \$330,000. The Board approved an HRFC commitment of \$2,850,000 on June 21, 2016. Funding for the acquisition of the land will be incorporated into the project budget and incorporated in the overall project financing plan. The Purchase and Sale Agreements extend through December 20, 2016.

Background Information

The two parcels (APNs 343-030-20 and 343-253-02) consist of vacant land totaling 1.74 acres and one 2000 sq/ft warehouse building that is used as storage of recreational equipment by the previous owner. Combined, the acquisition and Magill Terrace parcels are approximately 4.31 acres total and provide for an opportunity for better site plan design, site amenities and operational efficiencies with the increased project size. The current design includes 60-unit large family development with a 2,700 sq.ft. community building. The City of Fowler, as well as Fowler Unified School District has been engaged in the planning process and expressed positive interest in the potential project.

- Exhibits: A- Parcel Map
- B- Site Plan

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

**RESOLUTION AUTHORIZING LAND PURCHASE, ACCEPTANCE OF DEEDS AND
AUTHORIZATION TO EXECUTE NECESSARY DOCUMENTS RELATED TO PURCHASE
AND SALE AGREEMENTS FOR TWO PARCELS IN FOWLER , CALIFORNIA (APNs 343-
030-20 & 343-025-02)**

WHEREAS, the mission of the Housing Authority of Fresno County, CA (HAFC) includes the development and provision of affordable housing units; and

WHEREAS, the HAFC is obligated to provide housing opportunities for low and moderate income households within a variety of communities; and

WHEREAS, the potential purchase of two parcels in Fowler, California for the new construction of 60 units (APNs 343-030-20 and 343-025-02) is in line with the HAFC's development goals; and

WHEREAS, staff has completed the process of negotiating the sale of the properties in the City of Fowler with the current owners, and has been authorized to enter into a Purchase and Sale Agreement with the owner of the two parcels that extends through December 20, 2016, and are contingent on HAFC Board approval, obtaining all entitlements to develop the project, and the finalization of a full financing plan that is also subject to Board approval;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby authorize the land purchase and financial closing related to Purchase and Sale Agreements for the two Fowler parcels (APNs 343-030-20 & 343-025-02) at a combined sales price of \$330,000, and authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate and execute Escrow Instructions and all other related and ancillary documents in connection therewith as necessary for transfer of title, and subject to satisfactory review and approval of general counsel; and

BE IT FURTHER RESOLVED that this Commission accept the Deeds for real property situated in the City of Fowler, Fresno County, State of California, APNs 343-030-20 and 343-025-02.

PASSED AND ADOPTED THIS 25th day of October, 2016. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

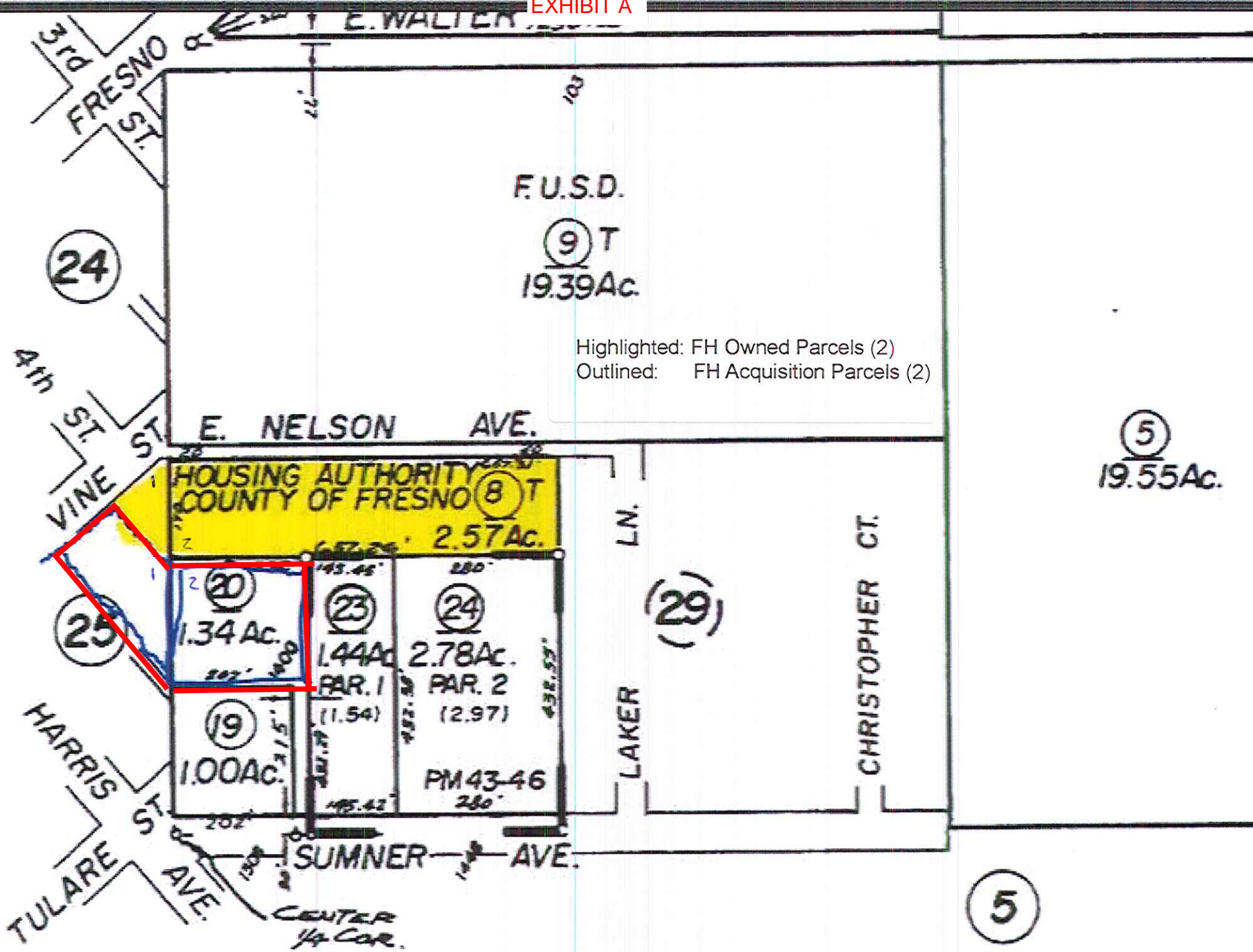
AYES:

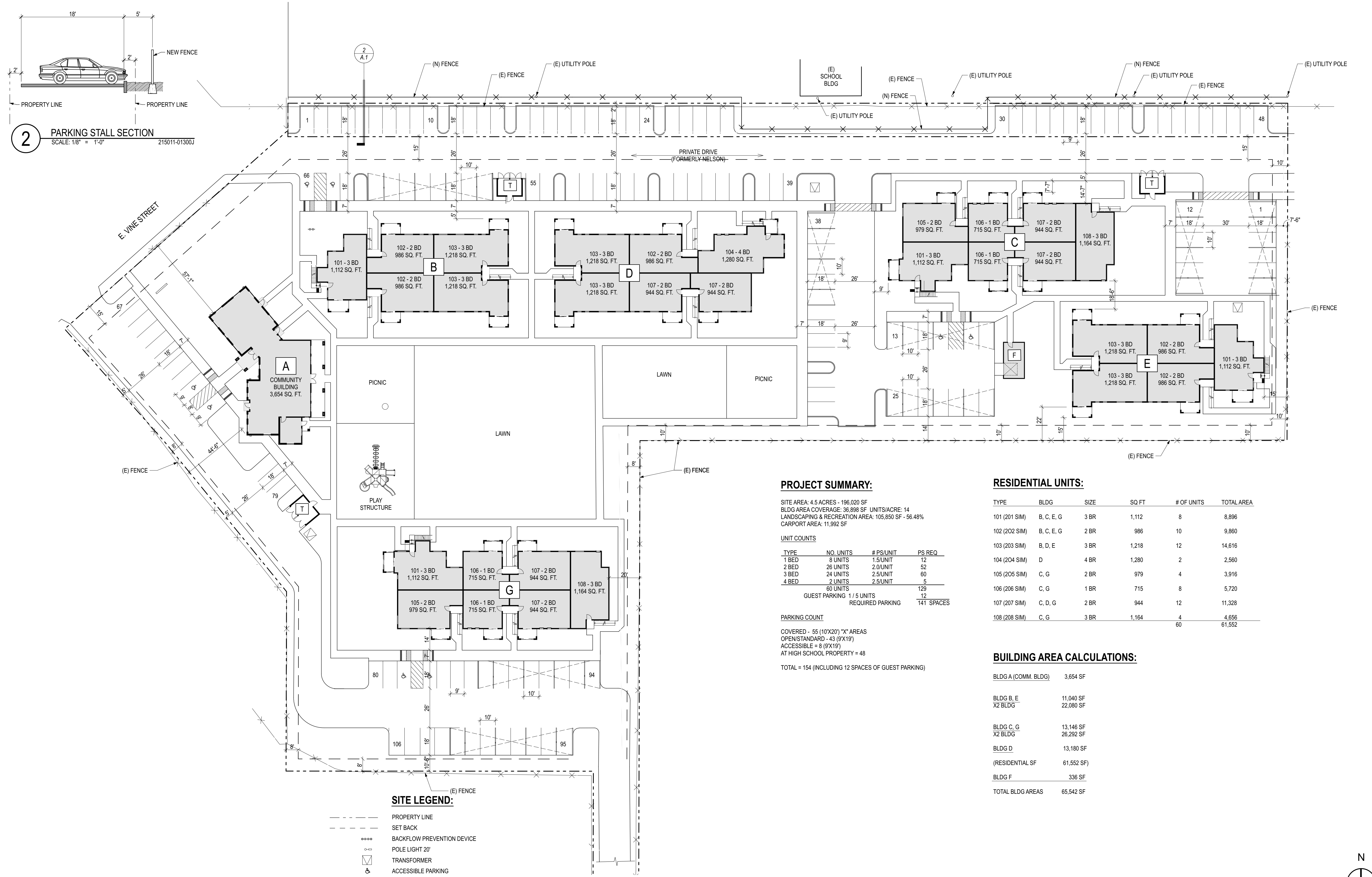
NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners





PROJECT SUMMARY:

SITE AREA: 4.5 ACRES - 196,020 SF
 BLDG AREA COVERAGE: 36,898 SF UNITS/ACRE: 14
 LANDSCAPING & RECREATION AREA: 105,850 SF - 56.48%
 CARPORT AREA: 11,992 SF

UNIT COUNTS

TYPE	NO. UNITS	# PS/UNIT	PS REQ
1 BED	8 UNITS	1.5/UNIT	12
2 BED	26 UNITS	2.0/UNIT	52
3 BED	24 UNITS	2.5/UNIT	60
4 BED	2 UNITS	2.5/UNIT	5
60 UNITS			129
GUEST PARKING 1/5 UNITS			12
		REQUIRED PARKING	141 SPACES

PARKING COUNT

COVERED - 55 (10'X20') 'X' AREAS
 OPEN/STANDARD - 43 (9'X19')
 ACCESSIBLE = 8 (9'X19')
 AT HIGH SCHOOL PROPERTY = 48

TOTAL = 154 (INCLUDING 12 SPACES OF GUEST PARKING)

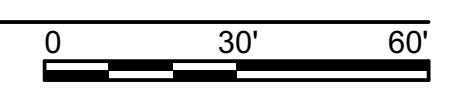
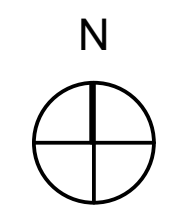
RESIDENTIAL UNITS:

TYPE	BLDG	SIZE	SQ FT	# OF UNITS	TOTAL AREA
101 (201 SIM)	B, C, E, G	3 BR	1,112	8	8,896
102 (202 SIM)	B, C, E, G	2 BR	986	10	9,860
103 (203 SIM)	B, D, E	3 BR	1,218	12	14,616
104 (204 SIM)	D	4 BR	1,280	2	2,560
105 (205 SIM)	C, G	2 BR	979	4	3,916
106 (206 SIM)	C, G	1 BR	715	8	5,720
107 (207 SIM)	C, D, G	2 BR	944	12	11,328
108 (208 SIM)	C, G	3 BR	1,164	4	4,656
				60	61,552

BUILDING AREA CALCULATIONS:

BLDG A (COMM. BLDG)	3,654 SF
BLDG B, E X2 BLDG	11,040 SF 22,080 SF
BLDG C, G X2 BLDG	13,146 SF 26,292 SF
BLDG D	13,180 SF
(RESIDENTIAL SF)	61,552 SF
BLDG F	336 SF
TOTAL BLDG AREAS	65,542 SF

- SITE LEGEND:**
- PROPERTY LINE
 - - - SET BACK
 - o-o-o-o BACKFLOW PREVENTION DEVICE
 - o-o-o-o POLE LIGHT 20'
 - TRANSFORMER
 - ⊕ ACCESSIBLE PARKING



2 PARKING STALL SECTION
 SCALE: 1/8" = 1'-0"
 215011-013001

1 SITE PLAN
 SCALE: 1" = 30'

BOARD MEMO

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Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

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

DATE: October 20, 2016
BOARD MEETING: October 25, 2016
AGENDA ITEM: 6e
AUTHOR: Christina Husbands

SUBJECT: Consideration of granting authority to CEO to bid or submit proposal on land adjacent to the Central Office Development Area – “Lot 2” (1911 Merced St, Fresno, CA APNs: 466-206-50T and 466-206-51T)

Executive Summary

At the July 26, 2016 Board meeting, staff presented in the Real Estate Development Update an overview of the Central Office site planning process that included a master plan concept for the Central Office site. Included in the discussion were next steps involving evaluation of the potential acquisition of a 1.38 acre parcel adjacent to the Central Office, currently owned by the Successor Agency to the Redevelopment Agency of the City of Fresno (the “RDA”).

The RDA has listed the property at 1911 Merced Street, Fresno (APNs 466-206-50T and 51T) as for sale at auction at a date and location to be determined. The RDA is also considering the issuance of a Request for Proposals in reference to the disposition of the subject parcels.

At this time, Staff is requesting that the Boards of Commissioners authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee to bid or submit a proposal related to the acquisition of the subject parcels, and execute any ancillary documents related to the transaction.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee to bid or submit a proposal related to the acquisition of the subject parcels, and execute any ancillary documents related to the transaction.

RESOLUTION NO. _____

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

**RESOLUTION GRANTING AUTHORITY TO CHIEF EXECUTIVE OFFICER TO BID
OR SUBMIT PROPOSAL FOR LAND ADJACENT TO THE CENTRAL OFFICE
DEVELOPMENT AREA – “LOT 2” (1911 MERCED STREET, FRESNO, CA, APNS 466-
206-50T AND 466-206-51T)**

WHEREAS, the Housing Authority of the City of Fresno (“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 desires to facilitate the development of parcels within the Central Office Development Area located in Downtown Fresno, to include the Central Office site and adjacent parcels; and,

WHEREAS, the Authority wishes to authorize the submission of a bid or proposal to the Successor Agency to the Redevelopment Agency of the City of Fresno for 1911 Merced Street, Fresno, CA 93721 (APNs 466-206-50T and 466-206-51T);

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Director, or their designee, to bid or submit a proposal related to the acquisition of the subject parcels and to execute any related ancillary documents.

PASSED AND ADOPTED THIS 25TH DAY OF OCTOBER, 2016. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

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

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

www.fresnohousing.org

EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners
Fresno Housing Authority
DATE: 10/20/2016
BOARD MEETING: 10/25/2016
FROM: Preston Prince
CEO/Executive Director
AGENDA ITEM: 9
AUTHOR: Staff
SUBJECT: Director's Report – October 2016

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.

Planning & Community Development

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

Name of Property	Status	Description/Type	Total Units
541 @ South Tower and Cedar Heights	Stabilization	541 N. Fulton St and 4532 E. Hamilton Ave, Fresno, CA Multi-Family	45
Trailside Terrace	Under Construction	1233 & 1245 G St, Reedley, CA	55
Edison Plaza I	Under Construction	Walnut/Edison West Fresno, CA	64

Planning & Community Development Matrix Continued

Name of Property	Status	Description/Type	Total Units
Shockley Terrace	Under Construction	1445 Peach Street, Selma, CA	48
Lowell Neighborhood	Under Construction	240-250 N. Calaveras Street and 146 N. Glenn Avenue, Fresno, CA	30
Parc Grove Commons NE (Veterans Phase)	Pre-Dev March 2017 Est. Closing	Clinton and Angus, Fresno, CA	40
Edison Plaza II	Pre-Dev March 2017 Est. Closing	2255 S. Plumas, Fresno, CA	64
Memorial Village	Pre-Dev March 2017 Est. Closing	302 K St, Sanger, CA	48
Magill Terrace	Pre-Dev March 2017 Application	401 Nelson, Fowler, CA	60
Shockley Terrace	Under Construction	1445 Peach Street, Selma, CA	48
Oak Grove	Pre-Dev March 2017 Application	Bigger Street and Parlier Avenue, Parlier, CA	55

September Occupancy

September City Occupancy 98.91%					
CITY	No of Properties	Physical Units	Rentable Units	Vacant Units	Occupancy Percentage
City AMP 1	3	182	180	4	98%
City AMP 2	8	244	243	3	99%
Southeast Fresno RAD	3	193	191	0	100%
Viking Village RAD	1	40	39	1	97%
Pacific Gardens	1	56	55	0	100%
Renaissance Trinity	1	21	20	1	95%
Renaissance Alta Monte	1	30	29	0	100%
Renaissance Santa Clara	1	70	69	0	100%
Total City	19	836	826	9	98.91%

September City Occupancy (GSF Managed) 97.0%					
Parc Grove	1	215	213	6	97.2%
Parc Grove - NW	1	148	147	5	96.6%
Yosemite Village	1	69	68	2	97.1%
Total City	3	432	428	13	96.96%

September County Occupancy 96.68%					
COUNTY	No of Properties	Physical Units	Rentable Units	Vacant Units	Occupancy Percentage
County AMP 1	6	150	144	5	97%
County AMP 2*	6	194	192	8	96%
County AMP 3	3	90	89	1	99%
County AMP 4	4	152	151	4	97%
County AMP 5	2	52	52	1	98%
County AMP 6	5	112	111	4	96%
Granada Commons	1	16	15	2	87%
Total County	27	766	754	25	96.68%

*Selma (EOP 3/31/16), Fowler & Sanger 28-02: Vacancies will not be filled (RAD Conversion)

September County RAD Occupancy 98.6%					
SITE	No of Properties	Physical Units	Rentable Units	Vacant Units	Occupancy Percentage
Mendota RAD	1	124	123	2	98.4%
Orange Cove RAD	1	90	87	1	98.9%
Total County RAD	2	214	210	2	98.57%

September Special Programs Occupancy 96.07%					
SPECIAL PROGRAMS	No of Properties	Physical Units	Rentable Units	Vacant Units	Occupancy Percentage
Mariposa Farm Labor	1	40	40	2	95%
Parlier Farm Labor	1	40	40	2	95%
Citrus Gardens**	1	30	30	3	90%
Mendota Farm Labor	1	60	60	2	97%
Firebaugh Family Apts.	1	34	34	0	100%
Garland Gardens (CalHFA)	1	51	51	1	98%
Parkside Apartments (CalHFA)	1	50	50	2	96%
Total Special Programs	7	305	305	12	96.07%

**Three Units Offline

SEPTEMBER CITY ACTIVITIES

Fink White Boys & Girls Club: On September 11, Fink White Staff joined forces with Keystone for a 2016 9/11 Project. There were many different art assignments that took place such as coloring pages, Popsicle stick flags and beaded bracelets. There were various discussions held regarding the events of 9/11. Some

of the younger members were provided with the history of what occurred. To finish the day, everyone released balloons with prayers written on them.

On September 30, the Fink White Boys & Girls Club members held a "Power Hour Store" in which the points that were earned in September were converted to play money. This money was then used to purchase various school supplies offered at the "store".

City Boys & Girls Club: On September 9, sixteen members participated in the Day of Remembrance project. The youth assisted with field clean up by picking up trash and filling up holes. They also placed grass seeding in bald spots over the field. Everyone who participated in the clean up was given snacks and refreshments to enjoy.

On September 14, the East Fresno Club participated in a community college fair held at the Fresno Convention Center. Teen members were able to explore various colleges around the state and pick up information and incentives, as well as participate in workshops that included financial aid, admission requirements, and preparations needed for college.

A Day for Kids Carnival took place on September 24, at the East Fresno Club. Activities included the first season games of the 2016 NFL flag football season. Youth also participated in Triple Play challenges and were eligible to win prizes; food and drinks were provided along with great music.

Elijah Gutierrez was named member of the month for the East Fresno unit. Elijah volunteered as a junior staff person by coaching and mentoring youth in the NFL Flag Football in-house program. Elijah also participated in the Keystone Club, Career Launch Program, Phoenix Club, and Youth for Unity. He has great leadership skills and enjoys mentoring youth.

On September 17, the West Fresno Boys & Girls Club participated in World Wide Day of Play. The event was held at the Fink White Club instead of the West Fresno Club. Both assisted with the barbeque and everyone enjoyed the hot dogs, hamburgers and polish dogs that were provided. Also available to the youth were the bounce waterslide pool and air hockey competitions.

Attendance for the West Fresno's Books for Bikes Program has grown for the fall instalment; members have been consistent with attendance and productivity. Granville Homes sponsors the program that rewards youth with a chance to win a bike at the end of the program session.

Member of the Month for the West Fresno Boys & Girls Club for September was Erica Gonzales. Ms. Gonzales has been an active member and has assisted as a Jr. Staff person. She assists with phones and lunch service. Erica has been a member for over 3 years and enjoys helping others.

Junior member of the Month was Soraya Holiman. Ms. Holliman participated in many of the activities the Club has to offer and enjoys the programs for her age group.

Pinedale Boys & Girls Club: In September, the arts and crafts segments created different fall decorations for the Pinedale Club and for members to take home. One of the favorites was the fall wreath created using different colored construction paper and personalizing it by using the youth's own hand as a pattern for the leaves. Members also enjoyed a Popsicle stick basket project. Members showed their creativity in choice of color use and design.

On September 8, Keystone held its first fall meeting. Alumni visited and shared their past experience with the program and also shared some stories regarding college life. Keystone was a stepping stone; these

past members used to help reach some of their educational goals. It was a great kick off for motivating new and re-enlisting members.

The Triple Play Program formed a basketball team and enjoyed playing the El Dorado Club during the month of September. Triple Play encourages members to participate in daily exercise and lead healthy lifestyles; sports also promotes confidence and builds teamwork.

SEPTEMBER COUNTY ACTIVITIES

On September 14, a meeting for all Housing Management Staff was held at the Cedar Courts Community Room to discuss the Housing Management Department (HMD) Analysis update. All staff was informed of the new reclassifications of current positions and the proposed new group formations of properties and programs. On September 26, the HMD staff held an SEIU vote on the new proposal and staff was informed on September 27th that the vote passed in favor of re-classification with a 38 to 8 vote.

COUNTY AMP 4: On September 12, a Trade Services Outreach event was held at the community center of Mendota. The goal of this event was to create a vendor list that can be used for services including plumbing, painting, cleaning, etc.

Property Manager, Blanca Navarro, met with Nicole Forsyth, M.A., MFT-I, Crisis Co-responder working with the Firebaugh Police Department's Crisis Center. Ms. Forsyth reached out to the Firebaugh Housing Authority office to assist with a local individual in need of housing. Ms. Navarro was able to explain the process and programs to Ms. Forsyth. Future classes were discussed to educate the community on what the Housing Authority offers. Nicole Forsyth may be contacted at nforsyth@kingsview.org.

COUNTY AMP 5: On September 15, Deputy Director of Fresno Housing Authority, Tracewell Hanrahan, made a visit to the Firebaugh office to answer questions and/or concerns the District V staff had regarding the Housing Management Analysis Update.

COUNTY AMP 6: On September 14, the Housing Management Department (HMD) went live with the Yardi computer software for the Low Income Public Housing (LIPH) and Migrant programs. On September 14, the HMD shut down the Onsite system for the conversion process for the Affordable Housing Programs to begin its transition into the Yardi Software. The completion date has been scheduled for mid-October.

On September 30, the agency held a "Family Festival" for staff and their families. The event was held at Fresno's Roeding Park Playland. There were games, a merry-go round, roller coaster, train rides, photo booth and bucking shark ride. A catered barbecue dinner was provided and a local band played throughout the event. Staff was automatically entered into a Grand Prize Drawing for an iPad.

SEPTEMBER SPECIAL PROGRAM ACTIVITIES

PARKSIDE APARTMENTS – Annual inspections were completed in the month of September for the Parkside apartments located in Huron by Property Manager, Yolanda Keiser, and Maintenance Worker, Fidel Avila.

PARLIER MIGRANT CENTER – On September 1, a resident meeting was held to discuss a possible extension of the center's closing date. The Parlier Migrant Center (PMC) has been scheduled to close on October 1st. If sufficient families are still in need of housing, due to agricultural related jobs, a petition to

the Office of Migrant Services (OMS) in Sacramento may be requested. The petition, if approved, would grant the families an additional two weeks and a new lease must be signed. An employer letter stating Ag work is available must be submitted along with a collection of 25% of family signatures in order for Housing Authority to forward the request to OMS.

COUNTY BOYS & GIRLS CLUBS:

DEL REY – Six club member parents of Asian descent held a cooking class on the art of making egg rolls. The volunteers talked about traditions and cultural practices. The youth assisted in cutting vegetables and mixing ingredients. Club members were treated not only with delicious egg rolls, but learned about tolerance and cultural diversity. In September, Safer Choices members had the opportunity to address personal concerns and held discussions on topics focused on self image and self perception. The youth also spent time analyzing the way in which the media sexually objectifies women. As part of a role play exercise, members had the opportunity to identify ways in which they may remain sexually abstinent.

FIREBAUGH – Every September, each program offered at the Firebaugh Boys & Girls club starts new curriculum. Staff and youth were eager to begin a new school year and received help and guidance. Arts & Crafts members have been productive in the Art Room. In September, members created bracelets, necklaces, and earrings made out of beads. Members also took a mini painting lesson on how to paint by looking at an original photo and not drawing any lines; the lesson was well received. Members have also begun painting bird houses which will be given as gifts to a local senior complex. The CarMax Power Hour continues to be a popular program. Members are assisted daily with homework and special school projects. Members also receive incentives for doing homework and participating in the program.

HURON – Day for Kids was a collaboration between the Huron and Harris Farm Boys & Girls Clubs. Many games were provided, such as balancing a water balloon on a spoon, sack races, and bingo. Club members also enjoyed nachos, hot dogs, and Tamarind water. Every other Friday the club participates in the Huron Farmer's Market. The event, which takes place in the middle of town, has been used to recruit new members and inform the community about the benefits of joining. Fresh fruit and local goods are sold, along with different foods.

MENDOTA – Triple Play conducted 3 on 3 soccer games. The games not only provided a great outdoor activity but were used as an opportunity to build teamwork and problem solving skills. A Triple Play Leadership group was formed consisting of four members. The group has selected a chairperson and has begun planning out scheduled activities. Career Launch and Junior Staff have been a great incentive for teens. Staff was able to recruit fourteen new members. Teens have learned about various careers that are available, as well as which industries are in high demand. Some youth are in the running to be hired on as junior staff. On September 17, ten members participated in Saturday's Teen Night. Those in attendance watched a movie and enjoyed some snacks and refreshments.

ORANGE COVE – On September 19, the Orange Cove Boys and Girls Club began serving hot meals. The meals contain a protein, grain, fruit, vegetable and milk. The program is a partnership with the Building Better Communities Foundation. The meal will be available to any youth from the community. Idaly Ruiz was chosen as Member of the Month for September. Idaly enjoys being involved with the different programs offered at the club. Her favorite activity has been learning about culture and diversity. Being around her friends and making new friends at the club has improved her attendance. She has also been a great help at assisting younger members with their homework. When she grows up, Idaly would like to become a teacher. Her strongest subject has been math. She also enjoys a good game of UNO, Loteria, or twister.

Nancy Reyes was selected as Youth of the Year for 2017. Nancy has shown to be a well-rounded person and enjoys giving back to her club and her community. She has begun the process of applying to colleges. She has a desire to stay local and hopes to attend Fresno Pacific College where she plans on becoming a Liberal Arts Major. She's currently the Associated Student Body Keystone Secretary and sits on the Board as a Student Advocate.

PARLIER – On September 9, the Parlier Boys & Girls Club baked cupcakes and made thank you letters for the Parlier Police Department (Parlier PD). The officers and staff at Parlier PD were surprised and humbled by the delivery; the treats were appreciated. Power Hour continues to be a huge asset for members and their parents. Many parents are not able to assist in the daily homework that children bring home. Power Hour has been able to fill the need by making homework the priority before any other activity could be started. The first hour has been dedicated to the completion of homework.

REEDLEY – Reedley Boys & Girls Club celebrated Day for Kids at an event that took place on September 16. There was a range of activities that included volleyball and dodge ball games. Neighborhood kids also joined into the excitement; everyone was treated to Gatorade and snacks. As an ongoing effort by the Club and its members to recognize the dedication and service of police officers and firemen, club members baked cookies and made treat bags to be delivered to both stations. Members also wrote thank you notes which included short jokes on them to help brighten the service men's day. Both stations were grateful of the treats and notes given to them.

SANGER – In September, Project Learn held a lesson on baking cupcakes. Instructions started with the first rule: hands must be washed before cooking begins. Responsibilities were distributed in order for all to function smoothly. Some members read instructions out loud, while others measured, and others mixed. Everyone enjoyed the final step of frosting the cupcakes. The Arts and Craft assignments this month were "Dream Catchers". The member's utilized foam circles which were then designed to their liking. Many different colors and designs were made. The finishing touches were added on with the use of feathers. Members also learned how to construct Para Cord Bracelets that may be used in survival situations and are also fashionable accessories.

PEOPLE

Overview

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

Resident Services

Cedar Court RAD

Healthy Lifestyles-Conversation Hour

Representatives from Centro La Familia Advocacy Services established a support group for residents called "Conversation Hour. Residents are encouraged to attend and participate in activities such as arts and crafts, healthy eating, and stress prevention activities. Workshop will be offered every other Tuesday from 10:00 am – 11:30am.

**Mountain View South RAD
Youth Literacy - Reading & Beyond**

There has been an increased focus on youth literacy at our county sites. Reading & Beyond afterschool program began at Mountain View South for Kindergarten to 4th grades. Classes will be offered from 3:00pm – 5:30pm on Monday and Wednesdays.

**Kuffle Terrace North
Youth Literacy- Reading & Beyond**

Reading & Beyond after School Program began at Kuffle Terrace North for youth Kindergarten to 4th grades. Classes will be offered from 3:00pm -5:30pm on Tuesday's and Thursdays.

**Wedgewood Commons
Agency on Aging**

To support our efforts to help seniors age in place successfully, a representative from Agency on Aging met with residents to provide them with resources available to those 62 and over. Vendors included CA Rural Tobacco, Waste Management, and CA Telephone Access Program. Representatives provided information and handouts for the residents and explained several programs available.



**Marion Villas
Transportation-Senior Taxi Scrip Program**

To improve senior mobility, representatives from the Senior Taxi Scrip Program presented information on how seniors can benefit from this program. The presentation included information how to purchase and use Taxi Scrip along with the rules and regulations of the program.

What is the Senior Taxi Scrip Program?

It is a Measure C funded program that provides alternative, reliable and affordable transportation to Fresno County residents who are 70 years of age or older. Eligible seniors receive a 75% discount (Scrip availability is limited).

How Does The Program Work?

Participants obtain and submit an eligibility application and once approved they can purchase a \$20 value booklet of taxi scrip (like coupons) from select locations for only \$5. **This is a 75% discount!**

Up to (5) booklets of taxi scrip can be purchased each calendar month (Not all taxi companies accept taxi scrip). Taxi Scrip can be used at any time, 24 hours a day 7 days a week.

Taxi Scrip booklets can be purchased at select FAX locations, Clovis City Hall, Parlier City Hall, Firebaugh City Hall

FH Partner Breakfast 2016

Resident services is hosting the 1st Annual Partner Breakfast on October 31st, 2016 from 8:00am – 9:45AM. The purpose of the breakfast is to celebrate 2016 successes and gather partner input on how best to achieve our goals in the three core priorities (Education, Health & Wellness and Wage Progression). The breakfast will feature video highlighting successes in youth programming, adult education, senior services, and health education and will be facilitated by Sabrina Kelley, Resident Services Manager and Keith Bergthold, CEO Fresno Metro Ministry. Attending FH partners will receive a thank you certificate for their role in improving the quality of life of FH residents.

#FHKids Earned Big Bucks during the 2016 Summer Reading Challenge

#FHKids from Sequoia Courts and Cedar Courts participated in the 2016 Summer Reading Challenge and cumulatively read 2,700 pages. The top reader was third grader Alaysia Betancourt from Sequoia Courts who read 600 pages! Alaysia also participated in the National Library Card day event held at Sequoia Courts in September where she signed up for her first library card! Youth earned \$3 in Book Bucks for every 15 pages read and had lots of fun shopping at the Summer Reading Challenge bookstore where they could purchase school supplies, cool toys, games and Halloween costumes! Partners for the 2016 Summer Reading Challenge included the Fresno County Public Library, Reading Heart & Danay Ferguson, and Wells Fargo.



3rd grader Alaysia Betancourt

Good Grades, Perfect Attendance = More Book Bucks

#FHKids have another opportunity to earn more book bucks by showing off their grades and attendance records at the upcoming bookstores to be held at Parc Grove (October 24th), Sequoia Courts (October, 26th), and Cedar Courts (October 27th). For every **A= \$10; B=\$7; C=\$30; Zero absences = \$10; 1= \$7; 2=\$4; 3=\$2.** The goal of FH bookstore is to provide incentives that encourage #FHKids to do their best, read more books and maintain regular school attendance.

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.

Staff continues to make progress in this area and will report to the Boards upon outcomes being obtained.

PARTNERSHIP

Overview

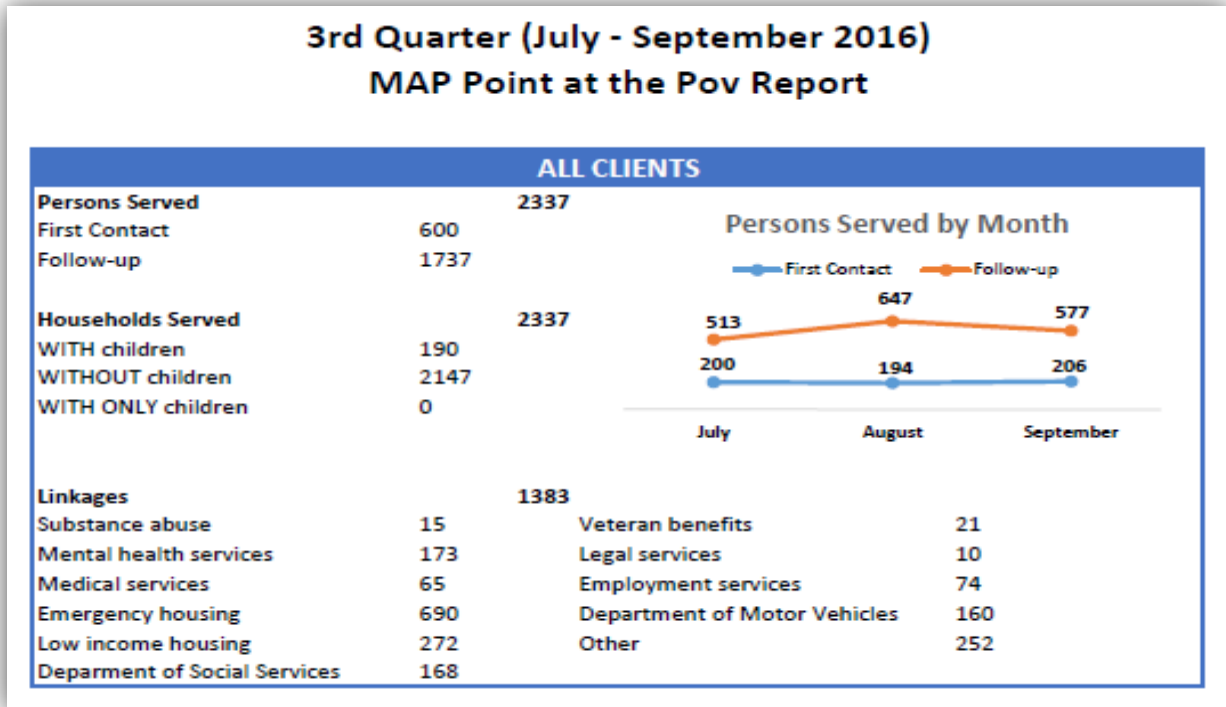
Fresno Housing seeks to collaborate to strengthen its ability to address the challenges facing Fresno communities.

Planning & Community Development

Project	Organization	Role
Parc Grove Commons Northeast (Veterans Phase)	WestCare	Potential partner in the provision of services to property residents
Highway City multifamily housing development/ Community Center	Highway City CDC Central Community Church Granville Central Unified School District Economic Opportunities Commission	Planning partners, potential development partner, potential service providers
Department of Community Services and Development - Low Income Weatherization Program	Association for Energy Affordability Grid Alternatives	Partners in portfolio assessment, project planning and design, and incentive approval

Coordinated Entry System

MAP Point at the Pov has continued to flourish within the community's Coordinated Entry System. Below see the 2016 3rd Quarter results.



MANAGEMENT GOALS

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

Sustainability

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

Fiscal Services

Budgeting and Internal Reporting

The Fiscal Services Department has been working diligently to complete monthly closing processes. This will allow for more timely financial review and reporting to our stakeholders. Staff will present third quarter 2016 financial results in the November Board Update package.

Staff has also started the 2017 budget development process. They have begun collaborating with management to discuss staffing, leasing and new tools in Yardi. Staff will present a first draft of the 2017 budget at the October Board Meeting.

Administrative Services Procurement and Facilities

Facilities staff is working to complete upgrades in the Central Office. Work on the third floor will begin on the weekend of October 21st. The third floor upgrades are projected to be complete by November 21st. This project has been well received and is much appreciated by staff members.

Procurement has tentatively awarded the Agency's RFP for Tax Credit CPA and Annual LP Audit Services to Novogradac & Company. Procurement is also working to finalize the IFB for Trade Services to provide for various Maintenance and Repair operations across Fresno County. Additionally, Procurement is assisting the Development Department in issuing an RFP for General Contractor/Construction Management Services for the Oak Grove and Magill Terrace sites.

Human Resources

Through its relationship with Liebert Cassidy Whitmore (a CA-based labor, employment and education law firm), the Human Resources Department was able to send 10 Agency leaders to a training on "Maximizing Supervisory Skills for the First Line Supervisor" held on September 22 in Lemoore, CA, and sponsored by LCW.

The Agency has also just begun negotiations with SEIU, Local 521 on a collective bargaining contract renewal.

Finally, the Human Resources Department is currently focused on recruiting for positions within the Housing Management, Planning & Community Development, Accounting and Housing Choice departments. In addition, we are pleased to announce the following new hires and promotions:

- Angie Nguyen, Chief of Staff / Director of Strategic Initiatives & Housing Programs (Promotion)
- Blanca Navarro, Quality Assurance Analyst (Promotion)
- Melissa Wagner, Quality Assurance Coordinator (Promotion)
- Stephanie Nunez, Quality Assurance Coordinator (Promotion)
- Esmeralda Barajas, Market Specialist (Promotion)
- Damian Rivera, Training & Development Analyst (New Hire)
- Kayla Giosa, Human Resources Assistant (New Hire)

IT Services

Information Technology

IT is proud to announce the opening of the Sr. Systems Administrator position. This position is the first step towards bringing information technology services from a third-party vendor to in-house. We have had a lot of interest in the position and hope to fill the position by the end of October.

Bobby Coulter, IT Manager, along with Dave Brenner from P&CD, participated in a conversation with HUD's ConnectHome research team about bridging the digital divide. This conversation is one of the first steps toward creating a playbook to be used nationwide for Housing Authorities who wish to provide connectivity for their residents, and digital literacy training at their properties.

Yardi

Staff has made great progress on the Affordable property implementation phase of the Yardi conversion. These are the properties converting from OneSite to Yardi, and represents the last group using legacy software. The scheduled go-live date is October 17th, and after that time, OneSite, Elite, and Ifas will go into historical mode. Once the Affordable implementation has stabilized, we will begin working on some of the next level features that were the driving forces behind the decision to implement Yardi (mobile work orders, resident web portal called Rent Café, and analytics/reporting).

In addition to the Affordable/RAD go-live, Staff officially launched the Landlord portion of the web portal titled “Rent Café”. Landlords are now able to see their statements and a variety of other information online, and has been received very well according to the feedback we’ve gotten so far.

Structure

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

Staff continues to make progress in this area and will report to the Boards upon outcomes being obtained.

Strategic Outreach

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

Staff continues to make progress in this area and will report to the Boards upon outcomes being obtained.