



Board of Commissioners Meeting

December 19, 2017

AGENDA

O (559) 443-8400

F (559) 445-8981

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

www.fresnohousing.org

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

5pm - December 19, 2017

1331 Fulton Street, 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

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

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

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

3. **Public Comment**

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

4. **Retirement Recognition – Roberto Luna**

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

6. **Commissioners’ Report**

7. **Election of the 2018-2019 Officers – City Board of Commissioners**

8. **Consent Agenda**

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

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PUBLIC EMPLOYMENT	
Pursuant to Government Code §54597	
13. Report on Closed Session Items	

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

MOTION PASSED: 4-0.

3. PUBLIC COMMENT

Mr. Yonas Paulos (2115 Inyo Street, Fresno, CA) made a public comment. Mr. Paulos' comments were to continue to support and provide housing for homeless veterans.

4. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest stated.

5. DISCUSSION ITEMS

Discussion with Barbara Poppe, Poppe and Associates

Ms. Barbara Poppe, former Executive Director of the United States Interagency Council on Homelessness, presented some preliminary analysis and observations in strategies for addressing Fresno's homeless crisis. Her report is pending and will be forthcoming at a later date.

6. 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 1:20 p.m.

Preston Prince, Secretary to the Boards of Commissioners

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

Tuesday, November 28, 2017

5:00 P.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a special session on Tuesday, November 28, 2017 at the offices of HACCF, located at 1331 Fulton Street, Fresno, California.

1. The regular meeting was called to order at 5:05 p.m. by Board Chair, Commissioner Jones of the Board of Commissioners of the Housing Authority of the City of Fresno. Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Adrian Jones, Chair
Stacy Vaillancourt
Caine Christensen
Virna Santos

ABSENT: Rueben Scott, Vice Chair
Steven Bedrosian
Karl Johnson

The meeting was called to order at 5:05 p.m. by Board Chair, Commissioner Petty of the Board of Commissioners of the Housing Authority of Fresno County. Commissioner Petty requested for Commissioner Newsome last name be change to her married name "Henry." Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Jim Petty, Chair
Stacy Sablan, Vice Chair
Joey Fuentes
Nikki Henry
Cary Catalano

ABSENT: Venilde Miller
Mary G. Castro

Also, in attendance were the following Preston Prince, CEO/Executive Director, Kenneth Price, Baker Manock and Jensen -General Counsel.

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

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

MOTION PASSED: 4-0

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

MOTION PASSED: 5-0.

3. PUBLIC COMMENT

Eric Payne gave a brief presentation, to recognize Mr. Preston Prince for his 10 year anniversary with Fresno Housing Authority.

In addition, Mr. Payne congratulated Commissioner Henry for her wedding this past Holiday weekend.

4. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest stated.

5. COMMISSIONERS' REPORT

a. General Report (s)

Commissioner Jones shared the NAHRO event was a wonderful event. In addition Commissioner Jones stated she is going to send a copy of the Commissioner Transition Report for 2018-2019.

Commissioner Jim Petty congratulated Mr. Prince for his 10-year anniversary with the agency.

Commissioner Jones congratulated Mr. Prince on his anniversary, and thanked him for his accomplishments during these past 10 years. Commissioner Jones also thanked him for the evolution within the Fresno Housing Authority staff.

Shawn Jenkins, Senior Vice President of West Care California, briefly talked about his relationship and work experience with Mr. Preston Prince.

Linda Gleason, Founding Director of the Children’s Movement of Fresno, gave a brief presentation about her experience working with Mr. Prince.

H. Spees, Director, Strategic Initiatives, Office of the Mayor, City of Fresno, briefly shared his working experience with Mr. Preston Prince. He thanked the Board of Commissioners for the decision to hire Mr. Prince 10 years ago.

6. CONSENT AGENDA

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

a. Consideration of the minutes of October 11, 2017 and October 24, 2017

Commissioner Petty asked to remove the word “Vice” on first page third paragraph from the minutes of October 11, 2017 on the sentence. He stated the Board Chair of the County side conducted the meeting.

CITY MOTION: *Commissioner Christensen moved, seconded by Commissioner Santos to approve the amended minutes of October 11, 2017 and October 24, 2017.*

MOTION PASSED: *4-0*

COUNTY MOTION: *Commissioner Sablan moved, seconded by Commissioner Henry to approve the amended minutes of October 11, 2017 and October 24, 2017.*

MOTION PASSED: *5-0*

b. Consideration of the Investment Policy

CITY MOTION: *Commissioner Christensen moved, seconded by Commissioner Santos to approve the Investment Policy.*

MOTION PASSED: *4-0*

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Catalano to approve the Investment Policy.*

MOTION PASSED: *5-0*

7. INFORMATIONAL

a. Resident Services Presentation – Boys and Girls Clubs of Fresno County

Staff members from the Boys and Girls Club of Fresno County provided a brief presentation about what the club offers with the contribution of the Fresno Housing Authority.

Commissioner Santos joined the Board Meeting. In addition, consent agenda was also considered at this time.

b. Update on the Development of the Agency Budget

Ms. Tammy Townsend presented on this topic.

c. Real Estate Development Update

Ms. Christina Husbands presented the Real Estate Development Update.

8. ACTION

a. Consideration of the Omnibus Resolution and Funding Commitments – Magill Terrace (Fowler)

Ms. Christina Husbands presented on this item.

CITY MOTION: Commissioner Vaillancourt moved, seconded by Commissioner Santos to approve the Omnibus Resolution and Funding Commitments – Magill Terrace (Fowler).

MOTION PASSED: 4-0

COUNTY MOTION: Commissioner Catalano moved, seconded by Commissioner Henry to approve the Omnibus Resolution and Funding Commitments – Magill Terrace (Fowler).

MOTION PASSED: 5-0

b. Consideration of Funding Commitments – Trailside (Paseo 55 – Reedley)

Ms. Christina Husbands presented on this item.

CITY MOTION: Commissioner Santos moved, seconded by Commissioner Vaillancourt to approve the Funding Commitments – Trailside (Paseo 55 – Reedley).

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Henry to approve the Funding Commitments – Trailside (Paseo 55 – Reedley).*

MOTION PASSED: 5-0

- c. Consideration of Transformative Climate Communities (TCC) Application Submission – Chinatown

Ms. Christina Husbands presented on this item.

CITY MOTION: *Commissioner Christensen moved, seconded by Commissioner Vaillancourt to considered the Transformative Climate Communities (TCC) Application Submission – Chinatown.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Fuentes to considered the Transformative Climate Communities (TCC) Application Submission – Chinatown.*

MOTION PASSED: 5-0

- d. Consideration of Application Submission – Southwest Fresno Developments

Ms. Christina Husbands presented on this item.

CITY MOTION: *Commissioner Santos moved, seconded by Commissioner Christensen to approve the Application Submission – Southwest Fresno Developments.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Henry to approve the Application Submission – Southwest Fresno Developments.*

MOTION PASSED: 5-0

9. EXECUTIVE DIRECTOR’S REPORT

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

- Mr. Prince thanked everyone who joined him to celebrate his 10th year anniversary with the Fresno Housing Authority.

- Mr. Prince congratulated the County Board Chair Jim Perry for 25 years of service on the Board of Commissioners.
- Mr. Prince informed the Boards of Commissioners Ms. Barbara Poppe's visit was fantastic.
- Mr. Prince announced the Point in Time Count for the Homeless program is coming up, which will take place January 23-25th.
- On December 14, 2017, the Housing Choice Voucher program will be hosting the Landlord Appreciation event at Parc Grove. The event will be from 3:30pm to 6:00pm.
- On December 7, 2017, the Grand Opening for Paseo 55 will begin at 10:00am.

10. CLOSE SESSION

The Board went into closed session at approximately 6:04pm.

- a. CONFERENCE WITH LABOR NEGOTIATORS (§54957.6)
Agency designated representatives: Preston Prince, Tammy Townsend, Emily De La Guerra, Scott Fetterhoff, Summer Nunes, Michael Duarte
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: 555 W. California Ave., Fresno, CA
(APN: 477-040-73)
Agency negotiator: Preston Prince
Negotiating parties: Fresno Housing Authority and Frank Kozlowski, Capitol Rivers, Inc.
Under negotiation: Price and Terms of Sale
- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: 2550 W. Clinton Ave., Fresno, CA
(APN: 442-081-26)
Agency negotiator: Preston Prince
Negotiating parties: Fresno Housing Authority and Jim Callaghan, Mental Health Systems
Under negotiation: Price and Terms of Sale
- d. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: 3726 N. Pleasant Avenue, Fresno, CA
(APN: 433-220-39T)
Agency negotiator: Preston Prince
Negotiating parties: Fresno Housing Authority and Ernest M. Reyes, Lincoln Consulting Group, LLC
Under negotiation: Price and Terms of Sale
- e. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: 555 W. California Ave., Fresno, CA
(APN: 477-040-73)

*Joint Meeting
Action Minutes: 11-28-2017
Adopted:*

Agency negotiator: Preston Prince

Negotiating parties: Fresno Housing Authority and Kiel Schmidt, Food Commons Fresno

Under negotiation: Price and Terms of Sale

f. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code § 54954.5(b))

Property: 731 California Ave., Fresno, CA

(APN: 467-246-01T)

Agency negotiator: Preston Prince

Negotiating parties: Fresno Housing Authority and Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Fresno

Under negotiation: Price and Terms of Sale

The Boards returned to open session at approximately 6:30p.m. There was no action to report at this time.

11. OPEN SESSION

a. Consideration of the Tentative Agreement – SEIU

CITY MOTION: *Commissioner Santos moved, seconded by Commissioner Vaillancourt to approve the Tentative Agreement – SEIU.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Henry to approve the Tentative Agreement – SEIU.*

MOTION PASSED: 5-0

b. Consideration of Purchase Option – 555 W. California Ave.

CITY MOTION: *Commissioner Vaillancourt moved, seconded by Commissioner Christensen to approve the Purchase Option – 555 W. California Ave.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Henry moved, seconded by Commissioner Fuentes to approve the Purchase Option – 555 W. California Ave.*

MOTION PASSED: 5-0

c. Consideration of Purchase Option – 731 California Ave

CITY MOTION: *Commissioner Christensen moved, seconded by Commissioner Santos to approve the Purchase Option – 731 California Ave.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Henry moved, seconded by Commissioner Fuentes to approve the Purchase Option – 731 California Ave.*

MOTION PASSED: 5-0

At 7:00pm Commissioner Vaillancourt departed from the Board Meeting.

12. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 7:38 p.m.

Preston Prince, Secretary to the Boards of Commissioners

**BOARD
MEMO**

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

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

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
 CEO/Executive Director

DATE: December 14, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 8b

AUTHOR: Jeremy Matthews

SUBJECT: Consideration of Extension of Contracts for Grounds Maintenance Services

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to renew the Agency’s Grounds Maintenance Services Contracts to landscape maintenance contractors Central Valley Lawnsapes, J & H Landscape Gardening, and the Fresno Economic Opportunities Commission (Fresno EOC). The Boards originally approved these contracts in December 2015. Each contract was for an initial one-year term, with four (4) optional one-year extensions, for a total of five years. Staff is requesting the Agency exercise the second extension for a one-year period effective January 1, 2018 and ending on December 31, 2018.

Fiscal Impact

The Agency would like to enter into contracts for Year 3 (2nd Option). The annual Not-To-Exceed (NTE) contract amounts are listed in the table below. Staff is requesting to increase the contract with Central Valley Lawnsapes for additional properties coming into operations during 2018.

Term Year	Central Valley LawnScapes	J&H Landscape Gardening	Fresno EOC
Year 1	\$502,239	\$38,860	\$3,600
Year 2 (1 st option)	\$502,239	\$38,860	\$3,600
Year 3 (2nd option)	\$550,000	\$38,860	\$3,600
Year 4 (3 rd option)	\$550,000	\$38,860	\$3,600
Year 5 (4 th option)	\$550,000	\$38,860	\$3,600
TOTAL (NTE)	\$2,654,478	\$194,300	\$18,000

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the contract renewals with Central Valley Lawnsapes, J & H Landscape Gardening, and Fresno EOC in the amounts listed above.

Background

In June of 2015, the Agency published a Request for Proposals (RFP) to solicit proposals from qualified landscape maintenance contractors to perform routine groundskeeping including mowing, trimming, and general cleaning at FH properties throughout the County and City. In response, the Agency received proposals from four landscaping companies: Briner and Sons, Central Valley Lawnsapes, Fresno EOC, and J & H Landscape Gardening.

The RFP methodology considers both price and technical factors when evaluating a proposal. Proposers had the opportunity to bid on 42 separate pricing lots, with each lot receiving its own price evaluation to determine the best overall value at each location. In the case of this RFP, cost was the most heavily weighted factor, with consideration also being given to technical approach and capabilities, previous successful performance, and Section 3 Business Concern status. Based on this assessment and following the compilation of scores, the selection committee consisting of staff from Assisted Housing, Property Management, and Asset Management, recommended awarding a contract to the firm who scored highest in each lot or site, which was Central Valley Lawnsapes, J & H Landscape Gardening, and the Fresno Economic Opportunities Commission (Fresno EOC). The Boards of Commissioners originally approved these contracts on December 15, 2015, and subsequently renewed for the second year on December 20, 2016.

RESOLUTION NO. ____
BEFORE THE BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION APPROVING AWARD AND EXECUTION OF CONTRACTS FOR
GROUNDS MAINTENANCE SERVICES.

WHEREAS, the Housing Authority of the City of Fresno solicited proposals from qualified firms to provide grounds maintenance services; and

WHEREAS, Central Valley Lawscapes, J & H Landscape, and Fresno Economic Opportunities Commission are responsive and responsible firms who provided qualifications and prices that are most advantageous to the Housing Authority of the City of Fresno, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Housing Authority of the City of Fresno desires to renew the contracts with Central Valley Lawscapes, J & H Landscape, and Fresno Economic Opportunities Commission for grounds maintenance services for one year, beginning January 1, 2018, for an amount not to exceed \$550,000.00, \$38,860.00, and \$3,600.00, respectively; and

WHEREAS, the term of said contracts will expire December 31, 2018, and will be renewable for up to two additional one-year terms at the discretion of the Boards, and pursuant to HUD procurement guidelines;

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 empowered and

authorized to execute on behalf of the Housing Authority of the City of Fresno the
aforementioned contracts and supporting documents with Central Valley Lawnsapes,
J & H Landscape, and Fresno Economic Opportunities Commission for grounds maintenance
services.

PASSED AND ADOPTED THIS 19th day of December, 2017. I, the undersigned, hereby
certify that the foregoing Resolution was duly adopted by the governing body with the following
vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. ____
BEFORE THE BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE COUNTY OF FRESNO

RESOLUTION APPROVING AWARD AND EXECUTION OF CONTRACTS FOR
GROUNDS MAINTENANCE SERVICES.

WHEREAS, the Housing Authority of the County of Fresno recently solicited proposals from qualified firms to provide grounds maintenance services; and

WHEREAS, Central Valley Lawnsapes, J & H Landscape, and Fresno Economic Opportunities Commission are responsive and responsible firms who provided qualifications and prices that are most advantageous to the Housing Authority of the County of Fresno, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Housing Authority of the County of Fresno desires to renew the contracts with Central Valley Lawnsapes, J & H Landscapes, and Fresno Economic Opportunities Commission for grounds maintenance services for one year, beginning January 1, 2018, for an amount not to exceed \$550,000.00, \$38,860.00, and \$3,600.00, respectively; and

WHEREAS, the term of said contracts will expire December 31, 2018, and will be renewable for up to two additional one-year terms at the discretion of the Boards, and pursuant to HUD procurement guidelines;

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of the County of Fresno, or his designee, is hereby empowered and

authorized to execute on behalf of the Housing Authority of the County of Fresno the
aforementioned contracts and supporting documents with Central Valley Lawnsapes,
J & H Landscape, and Fresno Economic Opportunities Commission for grounds maintenance
services.

PASSED AND ADOPTED THIS 19th day of December, 2017. I, the undersigned, hereby
certify that the foregoing Resolution was duly adopted by the governing body with the following
vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall

Fresno, California 93721

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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director



DATE: December 14, 2017

BOARD MEETING: Dec 19, 2017

AGENDA ITEM: 8c

AUTHOR: Angie Nguyen

SUBJECT: Boys & Girls Club of Fresno Agreement 2018

Executive Summary

Fresno Housing (FH) has had a long partnership with the Boys and Girls Club of Fresno (B&G Clubs) for service delivery regarding the educational, social, recreational and prevention of harmful behaviors needs to youth and their families in public housing. B&G Clubs currently provides after-school programming and youth development services in the following FH County residential communities: Del Rey, Firebaugh, Huron, Mendota, Orange Cove Parlier, Pinedale, Reedly and Sanger. In the City, youth and their families access services at the B&G Clubs in East, West, Central and South Fresno areas, including Clovis.

FH allocates financial support to B&G Clubs with the expectation of highest level participation in activities from FH public housing youth and their families. Working collaboratively, in 2017 FH and B&G Clubs instituted a Work Plan Agreement; setting down goals for B&G Clubs activities and participation of youth and their families. Participation is verified through attendance of Club activities. Areas of expected activities were in Education, Wage Progression and Health and Wellness. At the November 2017 Board of Commissioners meeting, B&G Clubs presented the results of their efforts, where actual participation in activities exceeded planned goals.

Funding

The following table outlines the proposed funding for six (6) contracts with B&G Clubs:

Contract	Budget
City	\$69,723
County	\$246,509
Mendota RAD	\$9,500
Orange Cove RAD	\$15,960
Southeast Fresno RAD	\$11,000
Viking Village RAD	\$5,700
TOTAL	\$358,392

Sources of Funding

County LIPH Operating Funds and/or Reserves	City LIPH Operating Funds and/or Reserves	Limited Partnerships
Del Rey	Sequoia Courts	Orange Cove RAD, LP
Huron	Sequoia Courts Terrace	Mendota RAD, LP
Pinedale	Fairview Heights Terrace	Viking Village RAD, LP
Reedley	Sierra Plaza	Southeast Fresno RAD, LP
Parlier	DeSoto Gardens	
Firebaugh		
Sanger		

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno and the Board of Commissioners of the Housing Authority of Fresno County adopt the attached resolutions authorizing: (a) execution of Service Agreements between FH and B&G Clubs for the amounts noted above for 2018. Said agreements will include but not be limited to operating terms of January 1, 2018 to December 31, 2018 and work plans with goals and outcomes aligning to FH priorities of Education, Wage Progression and Health and Wellness.

Fiscal Impact

Operating Funds and the Limited Partnerships as stated above support the contracted amounts. Contributions from other Limited Partnerships may be included when services funds become available and as methods for delivery of services are adjusted during relocation and construction periods – continuing in Sanger and beginning in Parlier.

Background Information

As stated, FH has had a long partnership with B&G Clubs – the nonprofit is well respected in the community. Nationally, many Public Housing Authorities partner with B&G Clubs to assist in prevention of youth risky behaviors and promote excellence in education and citizenship. In this past year, B&G Clubs has exceeded planned goals in participation at various Club activities geared toward FH agency goals. In the coming year, FH and B&G Clubs will work toward increasing youth participation and increasing opportunities for parent engagement.

RESOLUTION NO. _____

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

BOYS AND GIRLS CLUB OF FRESNO SERVICE AGREEMENT

WHEREAS, the Housing Authority of the City of Fresno enters into agreement with Boys and Girls Club of Fresno for social, educational, recreational and prevention program services to residents with emphasis on Education, Health & Wellness, & Wage Progression; and,

WHEREAS, Boys and Girls Club of Fresno will deliver services to residents in Sequoia Courts, Sequoia Courts Terrace, Sierra Plaza, Fairview Heights Terrace, Yosemite Village, DeSoto Gardens, Cedar Courts, and Viking Village; and,

WHEREAS, the Housing Authority of the City of Fresno will compensate Boys and Girls Club of Fresno upon submission of invoice and report of such services up to the amount of \$69,723 for the operating period of January 1, 2018 to December 31, 2018;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno hereby authorizes the Executive Director or his designee to negotiate and execute a service agreement, its applicable amendments, and other ancillary documents in connection to said partnership.

PASSED AND ADOPTED THIS 19th DAY OF December, 2017. 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

BOYS AND GIRLS CLUB OF FRESNO SERVICE AGREEMENT

WHEREAS, the Housing Authority of Fresno County enters into agreement with Boys and Girls Club of Fresno for social, educational, recreational and prevention program services to residents with emphasis on Education, Health & Wellness, & Wage Progression; and,

WHEREAS, Boys and Girls Club of Fresno will deliver services to residents in Del Rey, Huron, Pinedale, Reedley, Parlier, Firebaugh, Sanger, Orange Cove, and Mendota; and,

WHEREAS, the Housing Authority of Fresno County will compensate Boys and Girls Club of Fresno upon submission of invoice and report of such services up to the amount of \$246,509 for the operating period of January 1, 2018 to December 31, 2018;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County hereby authorizes the Executive Director or his designee to negotiate and execute a service agreement, its applicable amendments, and other ancillary documents in connection to said partnership.

PASSED AND ADOPTED THIS 19th DAY OF December, 2017. 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 Housing Authority of Fresno County (hereinafter “the Agency”), and **Boys and Girls Club of Fresno**, (hereinafter “the Contractor”) is hereby entered into this **1st day of January, 2018**.

Services pursuant to this contract shall begin on **the 1st day of January 2018, and shall end on the 31st day of December, 2018**, 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 attachments.

1.0 Definitions.

- 1.1 **Fresno Housing Authority or Housing Authority of Fresno County (“the Agency”).** Any reference herein or within any Appendix to the “Fresno Housing Authority” or “Housing Authority of Fresno County” 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. Said services shall be provided on the dates and times determined in collaboration by the Agency and the Contractor at the designated locations. The Contractor agrees to perform social, educational, recreational, and prevention program services for the residents of the following properties within the County of Fresno: Del Rey Apartments (Del Rey), Oak Grove (Parlier), Memorial Village (Sanger), Sunset Terrace (Reedley), Pinedale Apartments (Fresno), Cazares Terrace (Huron),

Huron Apartments (Huron), Cardella Courts (Firebaugh), and Mendoza Terrace (Firebaugh).

The Contractor shall perform services in a satisfactory and proper manner, and activities shall be carried out in group settings. Group size(s) shall be consistent with the adequate of number of residents needed to maximize benefit. Residents shall have access to extended learning opportunities to help them improve or maintain academic proficiency, prevent summer learning loss, and work through other social-emotional barriers that may impact their academic performance or behaviors. The Contractor will also provide opportunities to learn assertiveness techniques, resistance strategies, problem solving, decision-making skills, and stress reduction. Opportunities for parents or other adult caregivers will be included in group activities and invited to influence the overall direction of these activities.

The Contractor agrees to have ongoing efforts to recruit young people living in the above-mentioned housing units to participate in Club programming and activities. One full-time outreach coordinator and one half-time special program assistants will be employed in each community served; to facilitate activities for youth, serve as Contractor Liaison to the Agency, coordinate resident recruitment for participation, and evaluate effectiveness of programming. The Contractor will ensure that staff members are licensed to transport youth. The Contractor will provide roundtrip transportation for youth members that are unable to attend club activities due to transportation barriers. In instances where there are club closures, the Contractor will assist in providing transportation for youth to the nearest club.

Contractor will maintain weekly records containing descriptions of activities, events, and attendance by location. Identifying information such as address and other demographics will be collected by the Contractor and made available to the Agency to ensure that resident youth are being served. Adjustments to the contract may result if the funding is not proportionate to the attendance and participation.

2.2 Cost/Value of Services.

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

\$246,509

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.

2.2.2 The Contractor shall be reimbursed for services delivered to youth engaged in Club activities within the County of Fresno. Activities offered to youth will have a key focus in Education, Health and Wellness, and/or Wage Progression (Employment Skills). Efforts will be made to align activities with community initiatives and the Agency's Resident Services Goals. These Goals and Metrics will be provided on a work plan and periodic reviews will be scheduled to re-evaluate targets and objectives. Services rendered will be briefly summarized and attached to monthly invoices. The Chief of Staff will be copied on all reports.

2.3 Renewal Options. This contract is initially executed for the period of one (1) year with the option, at the Agency's discretion and upon the availability of funding, of additional one-year option periods, with a five-percent (5%) decrease in funding upon renewal, unless the parties agree otherwise.

2.4 Time Performance. The Contractor will complete each assigned task as assigned by the Agency to reach benchmark goals and meet budget guidelines.

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: Mary Caggianelli, Assistant Manager - Resident Services
Housing Programs Department
1331 Fulton Mall, Fresno, California 93721

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

2.5.2.5 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 Order 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.

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 and volunteers that have been investigated, tested and trained to carry out the activities described within this contract and 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. 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 \$1,000. 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.

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

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 \$1,000.

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: Jeremy Matthews, Business Operations Analyst
1331 Fulton Mall, Fresno, California 93721

4.6 Licensing. The Contractor shall also provide to the Agency a copy of the required local Business Tax License or non-profit status. 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 corporate 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 significant changes that impact its operations that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any significant changes 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(s) representing the Agency:

Fresno Housing Authority
Attn: Angie Nguyen, Chief of Staff;
Jeremy Matthews, Business Operations Analyst and;
Mary Caggianelli, Assistant Manager - Resident Services
1331 Fulton Mall, Fresno, California 93721

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

Boys and Girls Club of Fresno County
Attn: Diane Carbray, Executive Director/CFO
540 N. Augusta, Fresno, California 93701

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).
- 11.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 11.2 Termination For Cause and 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 sub grantee, 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 sub grantees 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).

11.9 Executive Order 11246. For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

- 11.10 Copeland “Anti-Kickback” Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.11 Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.12 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.13 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 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 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.
- 12.4 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.
- 12.5 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.
- 12.6 Subcontractors.** Unless otherwise stated within the contract documents, the Contractor may use any subcontractors to accomplish any portion of the services described the contract.
- 12.7 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated, 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.

- 12.8 Independent Contractor.** Unless otherwise stated within the contract, 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.
- 12.9 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.
- 12.10 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.
- 12.11 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 12.12 Limitation of Liability.** In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 12.13 Indemnification.**
- 12.13.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all 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.

12.13.2 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.

12.13.3 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.

12.13.4 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 sub-awards at all tiers (including subcontracts, sub grants, 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 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:

Boys and Girls Club of Fresno County:

By: _____
Diane Carbray, Executive Director/CFO

Date: _____

Housing Authority of Fresno County:

By: _____
Preston Prince, CEO/Executive Director

Date: _____

INTRODUCTION

This contract by and between the Housing Authority of the City of Fresno (hereinafter “the Agency”), and **Boys and Girls Club of Fresno**, (hereinafter “the Contractor”) is hereby entered into this **1st day of January, 2018**.

Services pursuant to this contract shall begin on **the 1st day of January 2018, and shall end on the 31st day of December, 2018**, 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 attachments.

1.0 Definitions.

- 1.1 **Fresno Housing Authority or Housing Authority of the City of Fresno (“the Agency”).** Any reference herein or within any Appendix to the “Fresno Housing Authority” or “Housing Authority of the City of Fresno” 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. Said services shall be provided on the dates and times determined in collaboration by the Agency and the Contractor at the designated locations. The Contractor agrees to perform social, educational, recreational, and prevention program services for the residents of the following properties within the City of Fresno: Sequoia Courts, Sierra Plaza, Fairview Heights Terrace, Sequoia Courts Terrace, Yosemite Village, and DeSoto Gardens.

The Contractor shall perform services in a satisfactory and proper manner, and activities shall be carried out in group settings. Group size(s) shall be consistent with the adequate of number of residents needed to maximize benefit. Residents shall have access to extended learning opportunities to help them improve or maintain academic proficiency, prevent summer learning loss, and work through other social-emotional barriers that may impact their academic performance or behaviors. The Contractor will also provide opportunities to learn assertiveness techniques, resistance strategies, problem solving, decision-making skills, and stress reduction. Opportunities for parents or other adult caregivers will be included in group activities and invited to influence the overall direction of these activities.

The Contractor agrees to have ongoing efforts to recruit young people living in the above-mentioned housing units to participate in Club programming and activities. One full-time outreach coordinator and two half-time special program assistants will be employed in Southwest and Southeast Fresno City to facilitate activities for youth, serve as Contractor Liaison to the Agency, coordinate resident recruitment for participation, and evaluate effectiveness of programming. As needed, the Contractor will provide transportation for youth members identified by the Agency that are unable to attend club activities due to transportation barriers.

Contractor will maintain weekly records containing descriptions of activities, events, and attendance by location. Identifying information such as address and other demographics will be collected by the Contractor and made available to the Agency to ensure that resident youth are being served. Adjustments to the contract may result if the funding is not proportionate to the attendance and participation.

2.2 Cost/Value of Services.

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

\$69,723.00

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.

2.2.2 The Contractor shall be reimbursed for services delivered to youth engaged in Club activities within the City of Fresno. Activities offered to youth will have a key focus in Education, Health and Wellness, and/or Wage Progression (Employment Skills). Efforts will be made to align activities with community initiatives and the Agency’s Resident Services Goals. These Goals and Metrics will be provided on a work plan and periodic reviews will be scheduled to re-evaluate targets and objectives. Services rendered will be briefly summarized and attached to monthly invoices. The Chief of Staff will be copied on all reports.

2.3 Renewal Options. This contract is initially executed for the period of one (1) year with the option, at the Agency’s discretion and upon the availability of funding, of additional one-year option periods, with a five-percent (5%) decrease in funding upon renewal, unless the parties agree otherwise.

2.4 Time Performance. The Contractor will complete each assigned task as assigned by the Agency to reach benchmark goals and meet budget guidelines.

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
Mary Caggianelli, Assistant Manager – Resident Services
Attention: Housing Programs Department
1331 Fulton Mall, Fresno, California 93721**

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;

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. 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 \$1,000. 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.

4.5.1.2 Professional Liability Insurance. Policy of Professional Liability Insurance or Errors & Omissions coverage,

minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$1,000;

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 \$1,000.

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: Jeremy Matthews, Business Operations Analyst
1331 Fulton Mall, Fresno, California 93721

4.6 Licensing. The Contractor shall also provide to the Agency a copy of the required local Business Tax License or non-profit status. 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 corporate 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 significant changes that impact its operations that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any significant changes 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(s) representing the Agency:

Fresno Housing Authority
Attn: Angie Nguyen, Chief of Staff;
Jeremy Matthews, Business Operations Analyst and;
Mary Caggianelli, Assistant Manager – Resident Services
1331 Fulton Mall, Fresno, California 93721

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

Boys and Girls Club of Fresno
Attn: Diane Carbray, Executive Director/CFO
540 N. Augusta, Fresno, California 93701

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).
- 11.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 11.2 Termination For Cause and 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 sub grantee, 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 sub grantees 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).

11.9 Executive Order 11246. For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

- 11.10 Copeland “Anti-Kickback” Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.11 Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.12 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.13 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 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 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.
- 12.4 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.
- 12.5 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.
- 12.6 Subcontractors.** Unless otherwise stated within the contract documents, the Contractor may use any subcontractors to accomplish any portion of the services described the contract.
- 12.7 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated, 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.

- 12.8 Independent Contractor.** Unless otherwise stated within the contract, 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.
- 12.9 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.
- 12.10 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.
- 12.11 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 12.12 Limitation of Liability.** In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 12.13 Indemnification.**
- 12.13.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all 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.

12.13.2 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.

12.13.3 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.

12.13.4 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 sub-awards at all tiers (including subcontracts, sub grants, 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:

12.4.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

12.4.6.2 Clean Air and Water Certification; and,

12.4.6.3 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 **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:

Boys and Girls Club of Fresno County:

By: _____
Diane Carbray, Executive Director/CFO

Date: _____

Housing Authority of the City of Fresno:

By: _____
Preston Prince, CEO/Executive Director

Date: _____

INTRODUCTION

This contract by and between the Viking Village RAD, LP (hereinafter “the Agency”), and **Boys and Girls Club of Fresno**, (hereinafter “the Contractor”) is hereby entered into this **1st day of January, 2018**.

Services pursuant to this contract shall begin on **the 1st day of January 2018, and shall end on the 31st day of December, 2018**, 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 attachments.

1.0 Definitions.

- 1.1 **Viking Village RAD, LP (“the Agency”).** Any reference herein or within any Appendix to the Viking Village RAD, LP 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. Said services shall be provided on the dates and times determined in collaboration by the Agency and the Contractor at the designated locations. The Contractor agrees to perform social, educational, recreational, and prevention program services for the residents of Viking Village.

The Contractor shall perform services in a satisfactory and proper manner, and activities shall be carried out in group settings. Group size(s) shall be consistent

with the adequate of number of residents needed to maximize benefit. Residents shall have access to extended learning opportunities to help them improve or maintain academic proficiency, prevent summer learning loss, and work through other social-emotional barriers that may impact their academic performance or behaviors. The Contractor will also provide opportunities to learn assertiveness techniques, resistance strategies, problem solving, decision-making skills, and stress reduction. Opportunities for parents or other adult caregivers will be included in group activities and invited to influence the overall direction of these activities.

The Contractor agrees to have ongoing efforts to recruit young people living in the above-mentioned housing units to participate in Club programming and activities. One full-time outreach coordinator and one half-time special program assistants will be employed in Clubs within City of Fresno who will facilitate activities for youth, serve as Contractor Liaison to the Agency, coordinate resident recruitment for participation, and evaluate effectiveness of programming. As needed, the Contractor will provide transportation for youth members identified by the Agency that are unable to attend club activities due to transportation barriers.

Contractor will maintain weekly records containing descriptions of activities, events, and attendance by location. Identifying information such as address and other demographics will be collected by the Contractor and made available to the Agency to ensure that resident youth are being served. Adjustments to the contract may result if the funding is not proportionate to the attendance and participation.

2.2 Cost/Value of Services.

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

\$5,700.00

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.

2.2.2 The Contractor shall be reimbursed for services delivered to youth who reside at Viking Village engaged in Club activities. Activities offered to youth will have a key focus in Education, Health and Wellness, and/or Wage Progression (Employment Skills). Efforts will be made to align activities with community initiatives and the Agency's Resident Services Goals. These Goals and Metrics will be provided on a work plan and periodic reviews will be scheduled to re-evaluate targets and objectives. Services rendered will be briefly summarized and attached to monthly invoices. The Chief of Staff will be copied on all reports.

2.3 Renewal Options. This contract is initially executed for the period of one (1) year with the option, at the Agency's discretion and upon the availability of funding, of additional one-year option periods, with a five-percent (5%) decrease in funding upon renewal, unless the parties agree otherwise.

2.4 Time Performance. The Contractor will complete each assigned task as assigned by the Agency to reach benchmark goals and meet budget guidelines.

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:

Viking Village RAD, LP
Mary Caggianelli, Assistant Manager – Resident Services
Attention: Housing Programs Department
1331 Fulton Mall, Fresno, California 93721

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

2.5.2.5 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 Order 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.

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 and volunteers that have been investigated, tested and trained to carry out the activities described within this contract and 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. 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 \$1,000. 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.

- 4.5.1.2 Professional Liability Insurance.** Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$1,000;
- 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 \$1,000.
- 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: Jeremy Matthews, Business Operations Analyst
1331 ton Mall, Fresno, California 93721

- 4.6 Licensing.** The Contractor shall also provide to the Agency a copy of the required local Business Tax License or non-profit status. 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 corporate 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 significant changes that impact its operations that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any significant changes 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(s) representing the Agency:

Fresno Housing Authority
Attn: Angie Nguyen, Chief of Staff;
Jeremy Matthews, Business Operations Analyst and;
Mary Caggianelli, Assistant Manager – Resident Services
1331 Fulton Mall, Fresno, California 93721

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

Boys and Girls Club of Fresno County
Attn: Diane Carbray, Executive Director/CFO
540 N. Augusta, Fresno, California 93701

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).
- 11.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 11.2 Termination For Cause and 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 sub grantee, 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 sub grantees 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).

11.9 Executive Order 11246. For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

- 11.10 Copeland “Anti-Kickback” Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.11 Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.12 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.13 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

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 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.
- 12.4 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.
- 12.5 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.
- 12.6 Subcontractors.** Unless otherwise stated within the contract documents, the Contractor may use any subcontractors to accomplish any portion of the services described the contract.
- 12.7 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated, 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.

12.8 Independent Contractor. Unless otherwise stated within the contract, 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.

12.9 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.

12.10 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.

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

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

12.13 Indemnification.

12.13.1 The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all 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.

12.13.2 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.

12.13.3 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.

12.13.4 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 sub-awards at all tiers (including subcontracts, sub grants, 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 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:

Contract No. C15018

Viking Village RAD, LP and Boys and Girls Club of Fresno

Boys and Girls Club of Fresno County:

By: _____ Date: _____
Diane Carbray, Executive Director/CFO

Viking Village RAD, LP:

By: _____ Date: _____
Preston Prince, Director
Silvercrest Inc., Managing General Partner

Contract No. C15019
Southeast Fresno RAD, LP and Boys and Girls Club of Fresno

INTRODUCTION

This contract by and between the Southeast Fresno RAD, LP (hereinafter “the Agency”), and **Boys and Girls Club of Fresno**, (hereinafter “the Contractor”) is hereby entered into this 1st day of January, 2018.

Services pursuant to this contract shall begin on **the 1st day of January 2018, and shall end on the 31st day of December, 2018**, 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 attachments.

1.0 Definitions.

- 1.1 Southeast Fresno RAD, LP (“the Agency”).** Any reference herein or within any Appendix to the Southeast Fresno RAD, LP 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. Said services shall be provided on the dates and times determined in collaboration by the Agency and the Contractor at the designated locations. The Contractor agrees to perform social, educational, recreational, and prevention program services for the residents of housing properties of Southeast Fresno RAD, LP., (Cedar Courts and Inyo Terrace Apartments).

The Contractor shall perform services in a satisfactory and proper manner, and activities shall be carried out in group settings. Group size(s) shall be consistent with the adequate of number of residents needed to maximize benefit. Residents shall have access to extended learning opportunities to help them improve or maintain academic proficiency, prevent summer learning loss, and work through other social-emotional barriers that may impact their academic performance or behaviors. The Contractor will also provide opportunities to learn assertiveness techniques, resistance strategies, problem solving, decision-making skills, and stress reduction. Opportunities for parents or other adult caregivers will be included in group activities and invited to influence the overall direction of these activities.

The Contractor agrees to have ongoing efforts to recruit young people living in the above-mentioned housing units to participate in Club programming and activities. One full-time outreach coordinator and one half-time special program assistants will be employed in Southeast Fresno City to facilitate activities for youth, serve as Contractor Liaison to the Agency, coordinate resident recruitment for participation, and evaluate effectiveness of programming. As needed, the Contractor will provide transportation for youth members identified by the Agency that are unable to attend club activities due to transportation barriers.

Contractor will maintain weekly records containing descriptions of activities, events, and attendance by location. Identifying information such as address and other demographics will be collected by the Contractor and made available to the Agency to ensure that resident youth are being served. Adjustments to the contract may result if the funding is not proportionate to the attendance and participation.

2.2 Cost/Value of Services.

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

\$11,000.00

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.

2.2.2 The Contractor shall be reimbursed for services delivered to youth who reside within Southeast Fresno RAD, LP housing properties and are engaged in Club activities. Activities offered to youth will have a key focus in Education, Health and Wellness, and/or Wage Progression (Employment Skills). Efforts will be made to align activities with community initiatives and the Agency's Resident Services Goals. These Goals and Metrics will be provided on a work plan and periodic reviews will be scheduled to re-evaluate targets and objectives. Services rendered will be briefly summarized and attached to monthly invoices. The Chief of Staff will be copied on all reports.

2.3 Renewal Options. This contract is initially executed for the period of one (1) years with the option, at the Agency's discretion and upon the availability of funding, of additional one-year option periods, with a five-percent (5%) decrease in funding upon renewal.

2.4 Time Performance. The Contractor will complete each assigned 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:

**Southeast Fresno RAD, LP
Mary Caggianelli, Assistant Manager – Resident Services
Attention: Housing Programs Department
1331 Fulton Mall, Fresno, California 93721**

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

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 and volunteers that have been investigated, tested and trained to carry out the activities described within this contract and 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. 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 \$1,000. 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.

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

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 \$1,000.

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: Jeremy Matthews, Business Operations Analyst

1331 ton Mall, Fresno, California 93721

4.6 Licensing. The Contractor shall also provide to the Agency a copy of the required local Business Tax License or non-profit status. 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 corporate 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 significant changes that impact its operations that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any significant changes 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(s) representing the Agency:

**Fresno Housing Authority
Attn: Angie Nguyen, Chief of Staff;
Jeremy Matthews, Business Operations Analyst and;
Mary Caggianelli, Assistant Manager – Resident Services
1331 Fulton Mall, Fresno, California 93721**

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

**Boys and Girls Club of Fresno County
Attn: Diane Carbray, Executive Director/CFO
540 N. Augusta, Fresno, California 93701**

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).

- 11.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 11.2 Termination For Cause and 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 sub grantee, 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 sub grantees 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).

11.9 Executive Order 11246. For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of

September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

- 11.10 Copeland "Anti-Kickback" Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.11 Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.12 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.13 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

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 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.

12.4 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.

12.5 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.

12.6 Subcontractors. Unless otherwise stated within the contract documents, the Contractor may use any subcontractors to accomplish any portion of the services described the contract.

12.7 Salaries and Expenses Relating to the Contractors Employees. Unless otherwise stated, 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.

12.8 Independent Contractor. Unless otherwise stated within the contract, 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.

12.9 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.

12.10 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.

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

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

12.13 Indemnification.

12.13.1 The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all 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.

12.13.2 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.

12.13.3 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.

12.13.4 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 sub-awards at all tiers (including subcontracts, sub grants, 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 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:

Boys and Girls Club of Fresno County:

By: _____ Date: _____
Diane Carbray, Executive Director/CFO

Southeast Fresno RAD, LP:

By: _____ Date: _____
Preston Prince, Director
Silvercrest Inc., Managing General Partner

Contract No. C15020
Orange Cove RAD, LP and Boys and Girls Club of Fresno

INTRODUCTION

This contract by and between the Orange Cove RAD, LP (hereinafter “the Agency”), and **Boys and Girls Club of Fresno**, (hereinafter “the Contractor”) is hereby entered into this **1st day of January, 2018**.

Services pursuant to this contract shall begin on **the 1st day of January 2018, and shall end on the 31st day of December, 2018**, 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 attachments.

1.0 Definitions.

- 1.1 Orange Cove RAD, LP (“the Agency”).** Any reference herein or within any Appendix to the Orange Cove RAD, LP 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. Said services shall be provided on the dates and times determined in collaboration by the Agency and the Contractor at the designated locations. The Contractor agrees to perform social, educational, recreational, and prevention program services for the residents of housing properties of Orange Cove RAD, LP., (Kuffle Terrace South, Kuffle Terrace North, Mountain View South, and Mountain View North).

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Orange Cove RAD, LP and Boys and Girls Club of Fresno

The Contractor shall perform services in a satisfactory and proper manner, and activities shall be carried out in group settings. Group size(s) shall be consistent with the adequate of number of residents needed to maximize benefit. Residents shall have access to extended learning opportunities to help them improve or maintain academic proficiency, prevent summer learning loss, and work through other social-emotional barriers that may impact their academic performance or behaviors. The Contractor will also provide opportunities to learn assertiveness techniques, resistance strategies, problem solving, decision-making skills, and stress reduction. Opportunities for parents or other adult caregivers will be included in group activities and invited to influence the overall direction of these activities.

The Contractor agrees to have ongoing efforts to recruit young people living in the above-mentioned housing units to participate in Club programming and activities. One full-time outreach coordinator and one half-time special program assistants will be employed in Orange Cove to facilitate activities for youth, serve as Contractor Liaison to the Agency, coordinate resident recruitment for participation, and evaluate effectiveness of programming. As needed, the Contractor will provide transportation for youth members identified by the Agency that are unable to attend club activities due to transportation barriers.

Contractor will maintain weekly records containing descriptions of activities, events, and attendance by location. Identifying information such as address and other demographics will be collected by the Contractor and made available to the Agency to ensure that resident youth are being served. Adjustments to the contract may result if the funding is not proportionate to the attendance and participation.

2.2 Cost/Value of Services.

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

\$15,960.00

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.

2.2.2 The Contractor shall be reimbursed for services delivered to youth who reside within Orange Cove RAD, LP housing properties and are engaged in Club activities. Activities offered to youth will have a key focus in Education, Health and Wellness, and/or Wage Progression (Employment Skills). Efforts will be made to align activities with community initiatives and the Agency's Resident Services Goals. These Goals and Metrics will be provided on a work plan and periodic reviews will be scheduled to re-evaluate targets and objectives. Services rendered will be briefly summarized and attached to monthly invoices. The Chief of Staff will be copied on all reports.

2.3 Renewal Options. This contract is initially executed for the period of one (1) year with the option, at the Agency's discretion and upon the availability of funding, of additional one-year option periods, with a five-percent (5%) decrease in funding upon renewal, unless the parties agree otherwise.

2.4 Time Performance. The Contractor will complete each assigned task as assigned by the Agency to reach benchmark goals and meet budget guidelines.

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:

**Orange Cove RAD, LP
Fresno Housing Authority
Attention: Mary Caggianelli, Assistant Manager – Resident Services
Housing Programs Department
1331 Fulton Mall, Fresno, California 93721**

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

2.5.2.5 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 Order 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.

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 and volunteers that have been investigated, tested and trained to carry out the activities described within this contract and 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. 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 \$1,000. 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.

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

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 \$1,000.

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: Jeremy Matthews, Business Operations Analyst
1331 ton Mall, Fresno, California 93721

4.6 Licensing. The Contractor shall also provide to the Agency a copy of the required local Business Tax License or non-profit status. 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 corporate 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 significant changes that impact its operations that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any significant changes 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(s) representing the Agency:

Fresno Housing Authority
Attn: Angie Nguyen, Chief of Staff;
Jeremy Matthews, Business Operations Analyst and;
Mary Caggianelli, Assistant Manager – Resident Services
1331 Fulton Mall, Fresno, California 93721

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

Boys and Girls Club of Fresno County
Attn: Diane Carbray, Executive Director/CFO
540 N. Augusta, Fresno, California 93701

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).
- 11.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 11.2 Termination For Cause and 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 sub grantee, 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 sub grantees 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).

11.9 Executive Order 11246. For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

- 11.10 Copeland “Anti-Kickback” Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.11 Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.12 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.13 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

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 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.
- 12.4 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.
- 12.5 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.
- 12.6 Subcontractors.** Unless otherwise stated within the contract documents, the Contractor may use any subcontractors to accomplish any portion of the services described the contract.
- 12.7 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated, 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.

- 12.8 Independent Contractor.** Unless otherwise stated within the contract, 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.
- 12.9 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.
- 12.10 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.
- 12.11 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 12.12 Limitation of Liability.** In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 12.13 Indemnification.**
- 12.13.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all 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.

12.13.2 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.

12.13.3 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.

12.13.4 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 sub-awards at all tiers (including subcontracts, sub grants, 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:

12.4.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

12.4.6.2 Clean Air and Water Certification; and,

12.4.6.3 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 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:

Contract No. C15020
Orange Cove RAD, LP and Boys and Girls Club of Fresno

Boys and Girls Club of Fresno County:

By: _____ Date: _____
Diane Carbray, Executive Director/CFO

Orange Cove RAD, LP:

By: _____ Date: _____
Preston Prince, Secretary
Silvercrest Inc., Managing General Partner

Contract No. C15021
Mendota RAD, LP and Boys and Girls Club of Fresno

INTRODUCTION

This contract by and between the Mendota RAD, LP (hereinafter “the Agency”), and **Boys and Girls Club of Fresno**, (hereinafter “the Contractor”) is hereby entered into this **1st day of January, 2018**.

Services pursuant to this contract shall begin on **the 1st day of January 2018, and shall end on the 31st day of December, 2018**, 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 attachments.

1.0 Definitions.

- 1.1 Mendota RAD, LP (“the Agency”).** Any reference herein or within any Appendix to the Mendota RAD, LP 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. Said services shall be provided on the dates and times determined in collaboration by the Agency and the Contractor at the designated locations. The Contractor agrees to perform social, educational, recreational, and prevention program services for the residents of housing properties of Mendota RAD, LP., (Rios Terrace I, Rios Terrace II, Mendota Apartments I, and Mendota Apartments II).

The Contractor shall perform services in a satisfactory and proper manner, and activities shall be carried out in group settings. Group size(s) shall be consistent with the adequate of number of residents needed to maximize benefit. Residents shall have access to extended learning opportunities to help them improve or maintain academic proficiency, prevent summer learning loss, and work through other social-emotional barriers that may impact their academic performance or behaviors. The Contractor will also provide opportunities to learn assertiveness techniques, resistance strategies, problem solving, decision-making skills, and stress reduction. Opportunities for parents or other adult caregivers will be included in group activities and invited to influence the overall direction of these activities.

The Contractor agrees to have ongoing efforts to recruit young people living in the above-mentioned housing units to participate in Club programming and activities. One full-time outreach coordinator and one half-time special program assistants will be employed in Mendota to facilitate activities for youth, serve as Contractor Liaison to the Agency, coordinate resident recruitment for participation, and evaluate effectiveness of programming. As needed, the Contractor will provide transportation for youth members identified by the Agency that are unable to attend club activities due to transportation barriers.

Contractor will maintain weekly records containing descriptions of activities, events, and attendance by location. Identifying information such as address and other demographics will be collected by the Contractor and made available to the Agency to ensure that resident youth are being served. Adjustments to the contract may result if the funding is not proportionate to the attendance and participation.

2.2 Cost/Value of Services.

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

\$9,500.00

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.

2.2.2 The Contractor shall be reimbursed for services delivered to youth who reside within Mendota RAD, LP housing properties and are engaged in Club activities. Activities offered to youth will have a key focus in Education, Health and Wellness, and/or Wage Progression (Employment Skills). Efforts will be made to align activities with community initiatives and the Agency's Resident Services Goals. These Goals and Metrics will be provided on a work plan and periodic reviews will be scheduled to re-evaluate targets and objectives. Services rendered will be briefly summarized and attached to monthly invoices. The Chief of Staff will be copied on all reports.

2.3 Renewal Options. This contract is initially executed for the period of one (1) year with the option, at the Agency's discretion and upon the availability of funding, of additional one-year option periods, with a five-percent (5%) decrease in funding upon renewal, unless the parties agree otherwise.

2.4 Time Performance. The Contractor will complete each assigned task as assigned by the Agency to reach benchmark goals and meet budget guidelines.

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:

**Mendota RAD, LP
Fresno Housing Authority
Attention: Mary Caggianelli, Assistant Manager – Resident Services
Housing Programs Department
1331 Fulton Mall, Fresno, California 93721**

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

2.5.2.5 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 Order 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.

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 and volunteers that have been investigated, tested and trained to carry out the activities described within this contract and 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. 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 \$1,000. 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.

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

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 \$1,000.

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: Jeremy Matthews, Business Operations Analyst
1331 ton Mall, Fresno, California 93721**

4.6 Licensing. The Contractor shall also provide to the Agency a copy of the required local Business Tax License or non-profit status. 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 corporate 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 significant changes that impact its operations that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any significant changes 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(s) representing the Agency:

**Fresno Housing Authority
Attn: Angie Nguyen, Chief of Staff;
Jeremy Matthews, Business Operations Analyst and;
Mary Caggianelli, Assistant Manager – Resident Services
1331 Fulton Mall, Fresno, California 93721**

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

**Boys and Girls Club of Fresno County
Attn: Diane Carbray, Executive Director/CFO
540 N. Augusta, Fresno, California 93701**

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).
- 11.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.

- 11.2 Termination For Cause and 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 sub grantee, 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 sub grantees 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).

11.9 Executive Order 11246. For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by

Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

- 11.10 Copeland "Anti-Kickback" Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.11 Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.12 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.13 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

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 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.

12.4 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.

12.5 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.

12.6 Subcontractors. Unless otherwise stated within the contract documents, the Contractor may use any subcontractors to accomplish any portion of the services described the contract.

12.7 Salaries and Expenses Relating to the Contractors Employees. Unless otherwise stated, 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.

12.8 Independent Contractor. Unless otherwise stated within the contract, 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.

12.9 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.

12.10 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.

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

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

12.13 Indemnification.

12.13.1 The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all 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.

12.13.2 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.

12.13.3 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.

12.13.4 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 sub-awards at all tiers (including subcontracts, sub grants, 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 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:

Contract No. C15021
Mendota RAD, LP and Boys and Girls Club of Fresno

Boys and Girls Club of Fresno County:

By: _____
Diane Carbray, Executive Director/CFO

Date: _____

Mendota RAD, LP:

By: _____
Preston Prince, Director
Silvercrest Inc., Managing General Partner

Date: _____

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO / Executive Director

DATE: December 14, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 8d

AUTHOR: Scott Fetterhoff
Director of Human Resources

SUBJECT: Resolution to Approve the 2018 Agency Salary Schedule

Executive Summary

The purpose of this memo is to provide an update to the Boards of Commissioners on the Agency salary schedule.

Annually, staff submits a budget proposal to the Boards of Commissioners for approval. Within the submitted budget proposal, there are projections for payroll costs associated with currently held positions, current openings for budgeted positions, and future projected staffing needs for the Agency. In addition, the annual budget includes projections for any increased costs associated with salaries and benefits. Salary and benefit changes for represented employees were discussed with the Boards in September and October and approved at the November 28, 2017 meeting of the Boards of Commissioners.

CalPERS (California Public Employees' Retirement System) requires that the salary schedule be approved and adopted annually by each employer's governing body.

Recommendation

It is recommended that the Boards of Commissioners act to approve and adopt the attached 2018 Agency Salary Schedule.

Fiscal Impact

The salaries included in this schedule are for current positions, budgeted openings, and/or positions that could be budgeted in the projected future and all costs associated with the positions are included in the 2018 proposed budget.

RESOLUTION NO. _____

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

**RESOLUTION TO APPROVE AND ADOPT THE FRESNO HOUSING
AUTHORITY 2018 SALARY SCHEDULE**

WHEREAS, The California Public Employees' Retirement System (CalPERS) requires participating agencies to have a publicly available pay schedule that is duly approved and adopted by the Agency's governing body; and

WHEREAS, The Fresno Housing Authority and SEIU Local 521 have historically agreed upon represented salary schedules; and

WHEREAS, Fresno Housing Authority staff submit an annual budget proposal to its Boards of Commissioners for approval, which includes current openings for budgeted positions, and future projected staffing needs for the Agency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno does hereby approve and adopt the 2018 Fresno Housing Authority Salary Schedule.

PASSED AND ADOPTED THIS 19th DAY OF December, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

RESOLUTION TO APPROVE AND ADOPT THE FRESNO HOUSING
AUTHORITY 2018 SALARY SCHEDULE

WHEREAS, The California Public Employees' Retirement System (CalPERS) requires participating agencies to have a publicly available pay schedule that is duly approved and adopted by the Agency's governing body; and

WHEREAS, The Fresno Housing Authority and SEIU Local 521 have historically agreed upon represented salary schedules; and

WHEREAS, Fresno Housing Authority staff submit an annual budget proposal to its Boards of Commissioners for approval, which includes current openings for budgeted positions, and future projected staffing needs for the Agency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County does hereby approve and adopt the 2018 Fresno Housing Authority Salary Schedule.

PASSED AND ADOPTED THIS 19th DAY OF December, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall

Fresno, California 93721

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www.fresnohousing.org

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

DATE: December 12, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 8e

AUTHOR: Jeremy Matthews

SUBJECT: Consideration of Extension of General Legal Services Contracts

Executive Summary

The purpose of this memo is to seek the Boards' approval to extend the Agency's General Legal Services contracts from January 1, 2018 to December 31, 2018. The Agency currently has contracts with two different firms to provide General Legal Services: Baker, Manock, and Jensen PC of Fresno, CA and Ballard Spahr LLP of Baltimore, MD. The Agency feels it is advantageous to have contracts with both a local and a national legal firm, given the combination of both local and national issues with which the Agency commonly encounters.

Fiscal Impact

Though the requirements of future legal services are difficult to anticipate, based on historical use, the Agency would like to extend its contract with Baker, Manock, and Jensen PC for an annual amount not to exceed \$300,000.00 and extend its contract with Ballard Spahr LLP for an annual amount not to exceed \$150,000.00. The 2018 Operations and Mixed Finance Budgets includes funding for General Legal Services in the amount of \$295,000.00. Overall, the Agency spent approximately \$276,000.00 on these services in 2017.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to extend the contracts of Baker, Manock, and Jensen PC, and Ballard Spahr LLP from 1/1/18 to 12/31/18 in the amounts of \$300,000.00 and \$150,000.00, respectively.

Background Information

In August of 2013, the Agency published an RFP to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from 15 legal firms (both local and national). After all proposals were evaluated, the Agency entered into General Legal Services contracts with Baker, Manock, and Jensen PC and Ballard Spahr LLP in February 2014. The first extension was approved on November 19, 2014. The second extension was approved on December 15, 2015. The third extension was approved by the Boards of Commissioners on December 20, 2016 for the period of January 1, 2017 through December 31, 2017.

This is the fourth and final extension covering the period noted above. Following this extension, there are no extension periods remaining.

RESOLUTION NO. _____

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

**RESOLUTION AUTHORIZING THE EXTENSION OF GENERAL LEGAL SERVICES
CONTRACTS**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") procured and subsequently entered into a contract with Baker, Manock, & Jensen PC and Ballard Spahr LLP in February 2014 for legal counsel services relating to general legal services; and

WHEREAS, the Agency solicited proposals from qualified law firms to provide legal services; and

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

WHEREAS, the Agency desires to maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its fourth and final option to extend the contracts with Baker, Manock, & Jensen PC and Ballard Spahr LLP for general legal services for one year, beginning January 1, 2018, for an annual amount not to exceed \$300,000.00 and \$150,000.00, respectively; and

WHEREAS, the term of said contracts will expire December 31, 2018, and does not contain renewable options;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby approve the one-year contract extension of the general legal services contracts with Baker, Manock, & Jensen PC and Ballard Spahr LLP and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

City – Legal Services General Counsel

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

**RESOLUTION AUTHORIZING THE EXTENSION OF GENERAL LEGAL SERVICES
CONTRACTS**

WHEREAS, the Housing Authority of the County of Fresno (the "Agency") procured and subsequently entered into a contract with Baker, Manock, & Jensen PC and Ballard Spahr LLP in February 2014 for legal counsel services relating to general legal services; and

WHEREAS, the Agency solicited proposals from qualified law firms to provide legal services; and

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

WHEREAS, the Agency desires to maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its fourth and final option to extend the contracts with Baker, Manock, & Jensen PC and Ballard Spahr LLP for general legal services for one year, beginning January 1, 2018, for an annual amount not to exceed \$300,000.00 and \$150,000.00, respectively; and

WHEREAS, the term of said contract will expire December 31, 2018, and does not contain renewable options;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Fresno do hereby approve the one-year contract extension of the general legal services contracts with Baker, Manock, & Jensen PC and Ballard Spahr LLP and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

County – Legal Services General Counsel

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of 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

DATE: December 14, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 8f

AUTHOR: Jeremy Matthews

SUBJECT: Extension of Human Resources Legal Services Contract

Executive Summary

The purpose of this memo is to seek the Boards' approval to extend the Agency's Legal Services contract for Human Resources from January 1, 2018 to December 31, 2018. The Agency currently has a contract with Atkinson, Andelson, Loya, Ruud & Romo (AALRR) to perform these services.

Fiscal Impact

Though the requirements of future legal services are difficult to anticipate, based on historical use, the Agency would like to extend its contract with AALRR for an annual amount not to exceed \$150,000.00. The 2018 Operations Budget includes funding for legal services contract for Human Resources in the amount of \$40,000.00. Overall, the Agency spent approximately \$53,000.00 on these services in 2017.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to extend the contract with AALRR from January 1, 2018 to December 31, 2018 in an amount not to exceed \$150,000.00.

Background

In August of 2013, the Agency published an RFP to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from 15 legal firms (both local and national). After all proposals were evaluated, the Agency entered into a contract for legal counsel services for Human Resources matters with Atkinson, Andelson, Loya, Ruud & Romo, which was approved by the Boards of Commissioners on April 23, 2014. The first extension was approved on November 19, 2014. The second extensions was approved on December 15, 2015. The third extension was approved by the Boards of Commissioners on December 20, 2016 for the period of January 1, 2017 to December 31, 2017. This recommendation would be the fourth and final extension covering the period of January 1, 2018 to December 31, 2018. Following this extension, there are no extension periods remaining.

RESOLUTION NO. _____

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

**RESOLUTION AUTHORIZING THE EXTENSION OF LEGAL SERVICES FOR HUMAN
RESOURCES CONTRACTS**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") procured and subsequently entered into a contract with Atkinson, Andelson, Loya, Ruud & Romo in April 2014 for legal counsel services relating to human resources; and

WHEREAS, the Agency solicited proposals from qualified law firms to provide legal services; and

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

WHEREAS, the Agency desires to maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its fourth and final option to extend the contract with Atkinson, Andelson, Loya, Ruud & Romo for human resources legal services for one year, beginning January 1, 2018, for an annual amount not to exceed \$150,000; and

WHEREAS, the term of said contract will expire December 31, 2018, and does not contain renewable options;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby approve the one-year extension of the human resources legal services contract with Atkinson, Andelson, Loya, Ruud & Romo and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

City – Human Resources Legal Services

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

**RESOLUTION AUTHORIZING THE EXTENSION OF LEGAL SERVICES FOR HUMAN
RESOURCES CONTRACTS**

WHEREAS, the Housing Authority of the County of Fresno (the "Agency") procured and subsequently entered into a contract with Atkinson, Andelson, Loya, Ruud & Romo in April 2014 for legal counsel services relating to human resources; and

WHEREAS, the Agency solicited proposals from qualified law firms to provide legal services; and

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

WHEREAS, the Agency desires to maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its fourth and final option to extend the contract with Atkinson, Andelson, Loya, Ruud & Romo for human resources legal services for one year, beginning January 1, 2018, for an annual amount not to exceed \$150,000.00; and

WHEREAS, the term of said contract will expire December 31, 2018, and does not contain renewable options;

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the County of Fresno do hereby approve the one-year extension of the human resources legal services contract with Atkinson, Andelson, Loya, Ruud & Romo and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

County – Human Resources Legal Services

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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Fresno, California 93721
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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: December 14, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 8g

AUTHOR: Jeremy Matthews

SUBJECT: Extension of the Legal Services Contract for Matters Relating to the U.S. Department of Housing and Urban Development (HUD)

Executive Summary

The purpose of this memo is to seek the Boards' approval to extend the Agency's legal services contract for matters relating to HUD from January 1, 2018 to December 31, 2018. The Agency currently has a contract with Ballard Spahr LLP to perform these services.

Fiscal Impact

Though the requirements of future legal services are difficult to anticipate, based on historical use, the Agency would like to extend its contract with Ballard Spahr LLP for an annual amount not to exceed \$50,000.00. The 2018 Operations Budget includes funding for legal services contract for matters relating to HUD in the amount of \$40,000.00. Overall, the Agency spent approximately \$37,000.00 on these services in 2017.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to extend the contract of Ballard Spahr LLP from January 1, 2018 to December 31, 2018 for an annual amount not to exceed \$50,000.00.

Background

In August of 2013, the Agency published an RFP to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from 15 legal firms (both local and national). Firms had the option to submit a proposal to provide various legal services including general legal, human resources legal services, development of affordable housing legal services, matters relating to HUD, and other legal services as needed. After all proposals were evaluated, the Agency entered into a legal counsel services contract for matters relating to HUD

with Ballard Spahr LLP, which was approved by the Boards of Commissioners at the April 23, 2014 board meeting. The first extension was approved on November 19, 2014. The second extensions was approved on December 15, 2015. The third extension was approved by the Boards of Commissioners on December 20, 2016 for the period of January 1, 2017 to December 31, 2017. This recommendation would be the fourth and final extension covering the period of January 1, 2018 to December 31, 2018. Following this extension, there are no extension periods remaining.

RESOLUTION NO. _____

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

**RESOLUTION AUTHORIZING THE EXTENSION OF MATTERS RELATING TO HUD
LEGAL SERVICES CONTRACTS**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") procured and subsequently entered into a contract with Ballard Spahr LLP in April 2014 for legal counsel services for matters relating to HUD; and

WHEREAS, the Agency solicited proposals from qualified law firms to provide legal services; and

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

WHEREAS, the Agency desires to maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its fourth and final option to extend the contract with Ballard Spahr LLP for matters relating to HUD legal services for one year, beginning January 1, 2018, for an annual amount not to exceed \$50,000.00; and

WHEREAS, the term of said contract will expire December 31, 2018, and does not contain renewable options;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby approve the one-year contract extension of the matters relating to HUD legal services contract with Ballard Spahr LLP and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

City – Matters Relating to HUD Legal Services

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

**RESOLUTION AUTHORIZING THE EXTENSION OF MATTERS RELATING TO HUD
LEGAL SERVICES CONTRACT**

WHEREAS, the Housing Authority of the County of Fresno (the "Agency") procured and subsequently entered into a contract with Ballard Spahr LLP in April 2014 for legal counsel services for matters relating to HUD; and

WHEREAS, the Agency solicited proposals from qualified law firms to provide legal services; and

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

WHEREAS, the Agency desires to maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its fourth and final option to extend the contract with Ballard Spahr LLP for matters relating to HUD legal services for one year, beginning January 1, 2018, for an annual amount not to exceed \$50,000.00; and

WHEREAS, the term of said contract will expire December 31, 2018, and does not contain renewable options;

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the County of Fresno do hereby approve the one-year contract extension of the matters relating to HUD legal services contract with Ballard Spahr LLP and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

County – Matters Relating to HUD Legal Services

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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1331 Fulton Mall
Fresno, California 93721
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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: December 14, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 8h

AUTHOR: Jeremy Matthews

SUBJECT: Consideration of Extension of Legal Services Contract Related to the Development of Affordable Housing

Executive Summary

The purpose of this memo is to seek the Boards' approval to extend the Agency's legal services contract related to affordable housing development from January 1, 2018 to December 31, 2018. The Agency currently has a contract with Ballard Spahr LLP to perform these services.

Fiscal Impact

Though the requirements of future legal services are difficult to anticipate, based on historical use, the Agency would like to extend its contract with Ballard Spahr LLP for an annual amount not to exceed \$600,000.00. The majority of the legal costs associated with affordable housing are allocated to real estate development projects and are not funded by the housing authority directly. During 2017, Ballard Spahr was paid \$525,000.00 for their legal work on real estate development.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to extend the legal services contract of Ballard Spahr LLP from January 1, 2018 to December 31, 2018 for an amount not exceed \$600,000.00 for matters related to the development of affordable housing.

Background Information

In August of 2013, the Agency published an RFP to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from 15 legal firms (both local and national). Firms had the option to submit a proposal to provide various legal services including general legal, human resources legal services, development of affordable housing legal services, matters relating to HUD, and other legal services as needed. After all proposals were evaluated, the

Agency entered into a legal services contract for matters related to the development of affordable housing with Ballard Spahr LLP, which was approved by the Boards of Commissioners at the April 23, 2014 board meeting. The first extension was approved on November 19, 2014. The second extension was approved on December 15, 2015. The third extension was approved by the Boards of Commissioners on December 20, 2016 for the period of January 1, 2017 to December 31, 2017. This recommendation would be the fourth and final extension covering the period of January 1, 2018 to December 31, 2018. Following this extension, there are no extension periods remaining.

RESOLUTION NO. _____

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

**RESOLUTION AUTHORIZING THE EXTENSION OF DEVELOPMENT OF AFFORDABLE
HOUSING LEGAL SERVICES CONTRACT**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") procured and subsequently entered into a contract with Ballard Spahr LLP in April 2014 for development of affordable housing related legal counsel services; and

WHEREAS, the Agency solicited proposals from qualified law firms to provide legal services; and

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

WHEREAS, the Agency desires to maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its fourth and final option to extend the contract with Ballard Spahr LLP for matters relating to HUD legal services for one year, beginning January 1, 2018, for an annual amount not to exceed \$600,000.00; and

WHEREAS, the term of said contract will expire December 31, 2018, and does not contain renewable options;

NOW THEREFORE, BE IT RESOLVED that the BoardS of Commissioners of the Housing Authority of the City of Fresno do hereby approve the one-year contract extension of the development of affordable housing legal services contract with Ballard Spahr LLP and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

City – Development of Affordable Housing Legal Services

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

**RESOLUTION AUTHORIZING THE EXTENSION OF DEVELOPMENT OF AFFORDABLE
HOUSING LEGAL SERVICES CONTRACT**

WHEREAS, the Housing Authority of the County of Fresno (the "Agency") procured and subsequently entered into a contract with Ballard Spahr LLP in April 2014 for development of affordable housing related legal counsel services; and

WHEREAS, the Agency solicited proposals from qualified law firms to provide legal services; and

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

WHEREAS, the Agency desires to maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its fourth and final option to extend the contract with Ballard Spahr LLP for matters relating to HUD legal services for one year, beginning January 1, 2018, for an annual amount not to exceed \$600,000.00; and

WHEREAS, the term of said contract will expire December 31, 2018, and does not contain renewable options;

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the County of Fresno do hereby approve the one-year contract extension of the development of affordable housing legal services contract with Ballard Spahr LLP and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

County – Development of Affordable Housing Legal Services

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

DATE: 12/14/17

Fresno Housing Authority

BOARD MEETING: 12/19/17

FROM: Preston Prince



AGENDA ITEM: 9a

CEO/Executive Director

AUTHOR: Tracewell Hanrahan

SUBJECT: Update on HUD Compliance Monitoring Review

Executive Summary

Staff will be presenting an update to the Boards of Commissioners on the compliance review that was conducted by the U.S. Department of Housing and Urban Development's (HUD) Office of Public and Indian Housing (PIH).

HUD staff is in the process of finalizing the Compliance Monitoring Review Report. The final report will be made available to the Boards of Commissioners when it is received. Staff will provide any updated information at the Boards of Commissioners meeting.

BOARD MEMO

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TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: December 14, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 9b

AUTHOR: Emily De La Guerra

SUBJECT: 2018 Budget Adoption – Mixed Finance Properties

Executive Summary

Over the past seven years, the Boards have sponsored over 25 affordable housing projects throughout Fresno County. We collectively call these groups of projects the “Mixed Finance Properties” because we used several (“mixed”) financing sources to acquire and construct the units.

As part of this “sponsorship” process, the Boards are first asked to approve the formation and creation of a limited partnership that will “own” the affordable housing development, and where Silvercrest, Inc. (a subsidiary of the Housing Authority) is generally named as the Managing General Partner (MGP) of the partnership. The role of the Managing General Partner is to oversee the on-going operations of the partnership. This includes, amongst other things:

- Renting, maintaining, and repairing the project, as needed
- Selecting the property management company
- Monitoring tenant and financial compliance, and
- Preparing reports, including the annual financial audit

Another one of the responsibilities of the MGP is to review and approve the annual operating budgets and financial performance for the partnerships. However, because the Fresno Housing Authority originally sponsored these projects and has a vested interest in the success of the properties, staff will be presenting the 2018 annual operating budgets to the Boards of Commissioners, and then asking the Silvercrest, Inc. Boards of Directors to adopt the budgets.

Fiscal Impact

The fiscal impact of the Mixed Finance budgets would be as follows:

- Total net operating income for the 25 properties in operations for 2018 will be \$3.3 million.

–

Total cash flow for 2018 will be \$1.7 million. This amount will become available for cash flow distributions in early 2019.

Recommendation

This item is informational only. No action is required. The Boards of Directors for Silvercrest, Inc. will be asked to approve the 2018 Operating Budgets for the Mixed Finance properties.

BOARD MEMO

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Fresno, California 93721
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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: December 14, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 9c

AUTHOR: Christina Husbands

SUBJECT: Real Estate Development Update

Executive Summary

Staff will present an overview of current real estate activities.

Recommendation

None at this time. Informational only.

BOARD MEMO

O (559) 443-8400
F (559) 457-4294

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Fresno, California 93721
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www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: December 14, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 10a

AUTHOR: Scott Berry

SUBJECT: Financial Update and Increased Commitment Request – Fenix at Calaveras/Glenn (Lowell Neighborhood Project, LP) Development

Executive Summary

The purpose of this memo is to provide the Boards with additional information on construction cost increases associated with the Fenix development (formerly the Lowell Neighborhood Project). Fenix is a 30-unit multi-family, scattered site affordable housing development in Fresno's Lowell District. 22 of the units are located at a rehabilitated apartment complex on Calaveras street, and 8 of the units are new construction on Glenn avenue.

The project began construction on December 7, 2015. As discussed with the Boards previously, construction pricing has been increasing over the past several years. This specific project was also impacted by construction cost increases due to a variety unforeseen structural conditions once the Calaveras rehab began, which required more extensive framing design/work than originally anticipated. Staff worked closely with Brown Construction and architect R.L. Davidson to value engineer high cost components of the original design once the initial construction bids came in higher than anticipated, and to redesign internal framing once structural deficiencies were identified.

The overall development cost increase is expected to be approximately \$155,000, with a projected downward equity adjustor due to delays of approximately \$56,000, resulting in an estimated overall increase of about 4%.

The Housing Authority of the City of Fresno is the guarantor that is obligated on behalf of the limited partnership to cover any construction cost overruns. At this time, staff is requesting an increase to the HRFC construction/permanent loan of up to \$250,000. The initial approved HRFC loan to the project was \$1,457,536, with a 10% contingency of \$145,754, totaling \$1,603,290. The updated HRFC request brings the total loan amount to \$1,853,290. Staff will work towards a permanent loan conversion as quickly as possible, which may reduce the permanent funding commitment.

Fenix at Calaveras/Glenn Project Pro Forma

Pro Forma Sources and Uses		
Sources of Funds	<i>At Closing</i>	<i>Current</i>
Low Income Housing Tax Credit Equity	\$5,407,582	\$5,351,582
City of Fresno HOME Funds	\$1,200,000	\$1,200,000
Accrued/Deferred Interest	\$37,200	\$37,200
Deferred Developer Fee	\$200,000	\$200,000
HRFC	\$1,457,536	\$1,853,290
Accrued/Deferred Interest	\$60,245	\$60,245
General Partner Contribution	\$100	\$100
Total Sources of Funds	\$8,362,663	\$8,702,417
Uses of Funds	<i>At Closing</i>	<i>Current</i>
Acquisition Costs	\$1,038,000	\$1,038,000
Construction Costs	\$4,570,404	\$5,371,702
Offsite Construction	\$50,040	\$0
Contingencies	\$524,088	\$0
Soft Costs (Permits/Impact Fees, etc.)	\$153,619	\$226,958
Professional Fees/Relocation	\$888,999	\$804,515
Loan Interest/Fees	\$340,769	\$463,208
Reserves	\$75,200	\$76,490
Developer Fee	\$721,544	\$721,544
Total Uses of Funds	\$8,362,663	\$8,702,417

Recommendation

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

1. Approve a construction/permanent loan increase of up to \$250,000, for a total loan of up to \$1,853,290 from the Housing Relinquished Fund Corporation for the Fenix at Calaveras/Glenn Development.
2. Authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to execute any related documents.
3. Provide for other matters related thereto.

Fiscal Impact

Staff is requesting a construction/permanent loan increase of up to \$250,000 from the HRFC that will cover construction costs overruns. The total updated loan amount will be up to \$1,853,290.

Background Information

The Fenix Development project consists of 30 units split amongst 2 different sites. 22 units are located at 240-250 N. Calaveras Street, which includes 1 manager’s unit and a community building. 8 units are located at 146 N. Glenn Avenue, all of which are 3 bedroom new construction units. Construction of the Fenix development was completed in the Spring of 2017.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

RESOLUTION AUTHORIZING INCREASED HRFC FUNDING FOR THE FENIX HOUSING DEVELOPMENT, AND OTHER MATTERS RELATED THERETO

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

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

WHEREAS, the Authority has agreed to facilitate the development of real property located at 240-250 N. Calaveras Street and 146 N. Glenn Avenue, Fresno, CA and the improvements located thereon for the development of 30 units of affordable multi-family housing (collectively, the Project); and,

WHEREAS, the Project began construction on December 7, 2015; and,

WHEREAS, the Project has had several delays and budget changes due to value engineering, higher than expected bids, and structural design issues; and,

WHEREAS, the Project is now over budget; and,

WHEREAS, the Authority is the guarantor for the deal, and is obligated to cover any construction overruns;

WHEREAS, staff conducted a financial analysis to analyze the final cost impact to complete the project and is requesting a loan increase of up to \$250,000 from the Housing Relinquished Fund Corporation;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to adopt the attached resolutions approving to increase the Housing Relinquished Fund Corporation loan by up to \$250,000 for a total amount of up to \$1,853,290 for the Fenix Development.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. 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, CALIFORNIA

**RESOLUTION AUTHORIZING INCREASED HRFC FUNDING FOR THE FENIX
HOUSING DEVELOPMENT, AND OTHER MATTERS RELATED THERETO**

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

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

WHEREAS, the Authority has agreed to facilitate the development of real property located at 240-250 N. Calaveras Street and 146 N. Glenn Avenue, Fresno, CA and the improvements located thereon for the development of 30 units of affordable multi-family housing (collectively, the Project); and,

WHEREAS, the Project began construction on December 7, 2015; and,

WHEREAS, the Project has had many delays and budget changes due to value engineering, higher than expected bids, and structural design issues; and,

WHEREAS, the Project is now over budget; and,

WHEREAS, the Authority is the guarantor for the deal, and is obligated to cover any construction overruns;

WHEREAS, staff conducted a financial analysis to analyze the final cost impact to complete the project and is requesting a loan increase of up to \$250,000 from the Housing Relinquished Fund Corporation;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the Fresno County, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to adopt the attached resolutions approving to increase the Housing Relinquished Fund Corporation loan by up to \$250,000 for a total amount of up to \$1,853,290 for the Fenix Development.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

**BOARD
MEMO**

O (559) 443-8400
 F (559) 457-4294

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

www.fresnohousing.org

TO: Board of Commissioners
 Fresno Housing Authority
DATE: December 14, 2017
BOARD MEETING: December 19, 2017
FROM: Preston Prince 
 CEO/Executive Director
AGENDA ITEM: 10b
AUTHOR: Sheila Scheitrum
SUBJECT: Approval of submission of funding applications and completing the acquisition of the property for Chinatown Housing Development

Executive Summary

Staff submitted a Transformative Climate Communities (TCC) application in partnership with the City of Fresno to the Strategic Growth Council (SGC) for the Chinatown Housing Development on December 5, 2017. The site consists of two vacant parcels located on the Northeast corner of Mariposa and F streets on approximately 0.60 acres in Fresno, CA. The site is zoned DTN – Downtown Neighborhood that will allow for a combination of commercial and multifamily housing. Staff has a concept proposal for a 4 story, mixed-use development with commercial/retail space on the bottom floor, and up to 60 units of affordable workforce housing above. The site is within a quarter mile of the planned High Speed Rail Station, and aligns well with the goals, design elements and environmental requirements of the program.

Staff intends to submit a grant funding application to HCD’s Infrastructure Infill Grant (IIG) program on January 16, 2018. Staff intends to submit an IIG application requesting approximately \$1,160,000. Although approval to apply to IIG and other funding is being requested, staff will keep the Board updated and seek affirmative approval before proceeding with the project.

On July 6, 2017, the Housing Authority of the City of Fresno, CA (HACF) entered into a Purchase and Sale Agreement with Horizon Enterprises, LP for the acquisition of the property. The Board approved this agreement on August 22, 2017. This allowed us to compete for TCC funds, and we were successful in the local selection process.

The purchase price for the property is \$225,000. The deadline to close on the acquisition of the site per the terms of the Purchase and Sale Agreement is January 8, 2018. We are recommending that the Board approve completing the aquisition for the property.

Recommendation

It is recommended that the Boards adopt the attached resolutions approving the necessary actions:

1. Authorize Preston Prince, CEO/Executive Director, or Tracewell Hanrahan, Deputy Executive Director, or Angelina Nguyen, Chief of Staff, or their designee, to submit grant applications for the Chinatown Housing Development including but not limited to HCD's Infrastructure Infill Grant program, Strategic Growth Council's Affordable Housing and Sustainable Communities program, the California Tax Credit Allocation Committee's LIHTC tax credit program, the California Debt Limit Allocation Committee's bond program, the City of Fresno HOME program, and the Federal Home Loan Bank's Affordable Housing Program
2. Authorize Preston Prince, CEO/Executive Director, or Tracewell Hanrahan, Deputy Executive Director, or Angelina Nguyen, Chief of Staff, or their designee, to sign and complete the acquisition of the property
3. Provide for other matters related thereto.

Fiscal Impact

No additional funds are requested at this time; costs related to pre-development activities are being allocated to the approved pre-development budget. The purchase price for the property is \$225,000, but the Board has previously committed \$1,000,000 to this project on October 11, 2017.

Background Information

The Chinatown Housing Development site consists of two vacant parcels located on the Northeast corner of Mariposa and "F" streets in close proximity to the planned High Speed Rail Station on approximately 0.60 acres in Fresno, CA. Staff envisions a mixed-use project with up to sixty (60) residential units and up to 4,700 sq. ft. of commercial space. Zoning for the site allows for construction of up to 6 stories.

Exhibit A – Sources and Uses

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

RESOLUTION AUTHORIZING THE SUBMISSION OF GRANT FUNDING APPLICATIONS FOR THE CHINATOWN HOUSING DEVELOPMENT (APNs: 467-065-06 & 467-065-07), COMPLETING THE ACQUISITION OF THE PROPERTY, AND OTHER MATTERS RELATED THERETO

WHEREAS, the Housing Authority of City of Fresno, California (“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 (“the City”); and,

WHEREAS, the Authority submitted a Transformative Climate Communities (TCC) application in partnership with the City of Fresno to the Strategic Growth Council (SGC) for the development of real property located in Chinatown on the corner of Mariposa and F streets in Fresno, CA, 93706 (APNs 467-065-06, 467-065-07), and the improvements located thereon into a 57-unit mixed-use multifamily complex with commercial on the first floor (collectively, the Property); and,

WHEREAS, the Authority desires to continue due diligence and evaluation of project options; and,

WHEREAS, a project concept and architectural plan including 56 low income units, 1 manager’s unit and approximately 4,500 square feet of commercial space has been developed; and,

WHEREAS, the Authority desires to submit funding applications for the project, including but not limited to HCD’s Infrastructure Infill Grant program, the Affordable Housing and Sustainable Communities program, the California Tax Credit Allocation Committee’s LIHTC tax credit program, the California Debt Limit Allocation Committee’s bond program, the City of Fresno HOME program, and the Federal Home Loan Bank’s Affordable Housing Program; and,

WHEREAS, on July 6, 2017, the Housing Authority of the City of Fresno, CA (HACF) entered into a Purchase and Sale Agreement with Horizon Enterprises, LP for the acquisition of the property; and,

WHEREAS, the Board approved this agreement on August 22, 2017; and,

WHEREAS, the purchase price for the property is \$225,000; and,

WHEREAS, the deadline to close on the acquisition of the site per the terms of the Purchase and Sale Agreement is January 8, 2018; and,

WHEREAS, The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the Infill Infrastructure Grant Program established under the Housing and Emergency Shelter Trust Fund Act of 2006 (Proposition 1C) pursuant to the Infill Infrastructure Grant Program established Part 12 of Division 31 of the Health and Safety Code, commencing with Section 53545.12. Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature, subject to the terms and conditions of the statute and the Infill Infrastructure Grant Program Guidelines implemented SEPTEMBER 29, 2017; and

WHEREAS, the Housing Authority of the City of Fresno, California shall submit to HCD an application to participate in the Infill Infrastructure Grant Program in response to the NOFA issued on OCTOBER 2, 2017 which will request a funding allocation in the estimated amount of \$1,160,000; and

WHEREAS, the Housing Authority of the City of Fresno, California hereby agrees to use the Infill Infrastructure Grant Program funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program Guidelines cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the Infill Infrastructure Grant Program.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of City of Fresno, California, hereby authorizes Preston Prince, the CEO/Executive Director, or Tracewell Hanrahan, Deputy Executive Director, or Angelina Nguyen, Chief of Staff, or their designee, to submit funding applications and executive related documents necessary for development of the project, and authorize Preston Prince, the CEO/Executive Director, or Tracewell Hanrahan, Deputy Executive Director, or Angelina Nguyen, Chief of Staff, or their designee, to sign and complete the acquisition of the property.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. 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

Governing Board Resolution

RESOLUTION No.

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

HEREBY AUTHORIZES THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE INFILL INFRASTRUCTURE GRANT PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE INFILL INFRASTRUCTURE GRANT PROGRAM.

WHEREAS:

- A. Housing Authority of the City of Fresno, California, a Public Housing Authority wishes to apply for and receive an allocation of funds through the Infill Infrastructure Grant Program; and
- B. The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the Infill Infrastructure Grant Program established under the Housing and Emergency Shelter Trust Fund Act of 2006 (Proposition 1C) pursuant to the Infill Infrastructure Grant Program established Part 12 of Division 31 of the Health and Safety Code, commencing with Section 53545.12. Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature, subject to the terms and conditions of the statute and the Infill Infrastructure Grant Program Guidelines implemented **SEPTEMBER 29, 2017**; and
- C. Housing Authority of the City of Fresno, California wishes to submit an application to obtain from HCD an allocation of the Infill Infrastructure Grant Program funds in the amount of
\$ 1,160,000.00.

IT IS NOW THEREFORE RESOLVED THAT:

- 1. Housing Authority of the City of Fresno, California shall submit to HCD an application to participate in the Infill Infrastructure Grant Program in response to the NOFA issued on OCTOBER 2, 2017 which will request a funding allocation in the amount of
\$ 1,160,000.00 for the following activities:
Infrastructures related to the construction of a 57 unit mixed use low income housing development located in Chinatown on the corner of Mariposa and F streets in Fresno, CA, 93706 (APNs 467-065-06, 467-065-07)
- 2. If the application for funding is approved, the Housing Authority of the City of Fresno, California hereby agrees to use the Infill Infrastructure Grant Program funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program Guidelines cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the Infill Infrastructure Grant Program.
- 3. Housing Authority of the City of Fresno, California authorizes Preston Prince, CEO/Executive Director, or Tracewell Hanrahan, Deputy Executive Director, or Angelina Nguyen, or their designee to execute in the name of the Housing Authority of the City of Fresno, California the application, the Standard Agreement, and all other documents required by HCD for participation in the Infill Infrastructure Grant Program, and any amendments thereto.

PASSED AND ADOPTED THIS 19 of December, 2017 by the following vote:
 AYES _____ NAYS _____ ABSTAIN _____ ABSENT _____
 The undersigned _____ of the Housing Authority of the City of Fresno, California there before names does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

 Signature Date

 Print Name

- NOTES:**
- 1. This is intended to be a sample resolution authorizing submittal of an application to HCD. Applicants may use their own format if it contains all of the authorizations contained in this sample
 - 2. The person attesting to the signing of the resolution cannot be the same person who is authorized to execute documents in the name of the applicant.
 - 3. Original resolution or a live certified copy of the resolution must be submitted with the application.

Exhibit A

57 Units
100% Affordable Workforce Housing
95 Units Per Acre

Pro Forma Sources and Uses	
Uses of Funds	<i>12/13/2017</i>
Construction Costs	\$16,513,200
Acquisition	\$225,000
Hard Cost Contingency	\$825,660
Professional Fees	\$1,497,870
Loan Fees and other Soft Costs	\$3,496,566
Reserves	\$380,343
Developer Fee	\$2,828,952
Total Uses of Funds	\$25,767,591
Sources of Funds	<i>12/13/2017</i>
Tax Credit Equity	\$9,015,085
CalHFA Permanent Loan	\$1,000,000
CalHFA Subordinate Loan	\$1,120,000
Accrued/Deferred Interest	\$58,333
TCC Affordable Housing Loan	\$8,007,319
Sustainable Transportation Infrastructure	\$977,902
TCC Infrastructure Grant	\$2,800,000
Infill Infrastructure Grant (IIG) Loan	\$1,160,000
General Partner Contribution	\$1,628,952
Total Sources of Funds	\$25,767,591

BOARD MEMO

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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince



CEO/Executive Director

DATE: December 14, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 10c

AUTHOR: Dave Brenner

SUBJECT: Approval of HRFC funding and submission of funding applications for Blackstone & Simpson

Executive Summary

On the 27th of June, 2017 the Boards authorized the acquisition of the 0.83 acre site at 3019-3039 N. Blackstone Avenue. The Authorization included \$1,400,000 in HRFC funds for acquisition and related due diligence activities. On November 30th, 2017 staff completed acquisition of the property.

Staff intends to submit a grant funding application for approximately \$9,400,000 to the California Strategic Growth Council under the Affordable Housing and Sustainable Communities program on January 16, 2018. Applications must include committed development funding sufficient to cover financing gaps up to the 90% threshold. Additionally, staff will also apply for approximately \$900,000 to the California Department of Housing and Community Development under the Infill Infrastructure Grant Program. Staff will also continue to evaluate and apply for other additional funding opportunities.

Recommendation

It is recommended that the Boards adopt the attached resolutions approving the necessary actions:

1. Authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to submit grant applications for the Blackstone & Simpson project including but not limited Affordable Housing and Sustainable Communities program, the California Tax Credit Allocation Committee's 4% tax credit program, the California Debt Limit Allocation Committee's bond program, the City of Fresno HOME program, the Federal Home Loan Bank's Affordable Housing Program, California Housing Finance Agency's CalHFA loan program and HCD's Infrastructure Infill Grant program
2. Approve an increase to the HRFC development loan from \$1,400,000 to \$2,000,000
3. Provide for other matters related thereto.

Fiscal Impact

The fiscal impact to HRFC will be \$600,000. The board approved a \$1,400,000 loan on 6/27/2017, and staff is seeking an additional \$600,000 to bring the loan total to \$2,000,000.

Background Information

The Blackstone & Simpson site (APNs: 443-104-08, 443-104-09, 443-104-10, & 443-104-23) is an existing commercial/retail site along the Blackstone corridor in close proximity to Manchester Transit Center on approximately 0.83 acres in Fresno, CA. The project site is located in an area of high demand.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

**RESOLUTION APPROVING HRFC FUNDING FOR THE PROJECT KNOWN AS
BLACKSTONE & SIMPSON (APNs: 443-104-08, 443-104-09, 443-104-10, & 443-104-23) AND
AUTHORIZING THE SUBMISSION OF GRANT FUNDING APPLICATIONS, AND
OTHER MATTERS RELATED THERETO**

WHEREAS, the Housing Authority of City of Fresno, California (“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 (“the City”); and,

WHEREAS, the redevelopment of the Blackstone and Simpson site (APNs: 443-104-08, 443-104-09, 443-104-10, & 443-104-23) is in line with the Authority’s housing and development goals; and,

WHEREAS, the Boards approved funding for acquisition of the property and related predevelopment expenses on June 27, 2017 for \$1,400,000; and,

WHEREAS, the Boards approved an increase to the HRFC loan to a total of \$2,000,000; and,

WHEREAS, a project concept and architectural plan including 44 low income units, 1 manager’s unit and approximately 7,300 square feet of commercial space has been developed; and,

WHEREAS, the Authority desires to submit funding applications for the project, including but not limited to the Affordable Housing and Sustainable Communities program, the California Tax Credit Allocation Committee’s LIHTC tax credit program, the California Debt Limit Allocation Committee’s bond program, the City of Fresno HOME program, the Federal Home Loan Bank’s Affordable Housing Program, California Housing Finance Agency’s CalHFA loan program and/or HCD’s Infill Infrastructure Grant program; and,

WHEREAS, the State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated October 2, 2017 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200.

WHEREAS, the Housing Authority of the City of Fresno, California desires to apply for AHSC Program funds and submit the Application Package released by the Department for the

AHSC Program.

WHEREAS, The SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

WHEREAS, Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated October 2, 2017, for Round 3 in a total amount not to exceed \$14,000,000.00 of which up to \$7,500,000.00 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and up to \$6,500,000.00 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities (TRA) or Program (PGM) activities ("AHSC Grant") as defined the AHSC Program Guidelines adopted by SGC on July 17, 2017 errata August 14, 2017. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed \$14,000,000.00 (\$7,500,000.00 for the AHSC Loan and \$6,500,000.00 for the AHSC Grant), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").

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

WEREAS, The Board of Commissioners of the Housing Authority of the City of Fresno, California, hereby authorizes the submittal of an application to the California State Department of Housing and Community Development for funding under the Infill Infrastructure Grant program; the execution of a standard agreement if selected for such funding and any amendments thereto; and any related documents necessary to participate in the Infill Infrastructure Grant program; and

WHEREAS, The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the Infill Infrastructure Grant Program established under the Housing and Emergency Shelter Trust Fund Act of 2006 (Proposition 1C) pursuant to the Infill Infrastructure Grant Program established Part 12 of Division 31 of the Health and Safety Code, commencing with Section 53545.12. Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available

by the State Legislature, subject to the terms and conditions of the statute and the Infill Infrastructure Grant Program Guidelines implemented SEPTEMBER 29, 2017; and

WHEREAS, the Housing Authority of the City of Fresno, California shall submit to HCD an application to participate in the Infill Infrastructure Grant Program in response to the NOFA issued on OCTOBER 2, 2017 which will request a funding allocation in the amount of; and

WHEREAS, the Housing Authority of the City of Fresno, California hereby agrees to use the Infill Infrastructure Grant Program funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program Guidelines cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the Infill Infrastructure Grant Program.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of City of Fresno, California, hereby authorizes Preston Prince, the CEO/Executive Director or Tracewell Hanrahan, Deputy Executive Director, or Angelina Nguyen, Chief of Staff, or their designee, to adopt the attached resolutions approving up to \$2,000,000 of HRFC funding for the development of the property, and authorize Preston Prince, CEO/Executive Director or Tracewell Hanrahan, Deputy Executive Director or Angelina Nguyen, Chief of Staff, or their designee to submit funding applications necessary for development of the project.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2017. 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 Template

Resolution No: XXXXXX

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA AUTHORIZING APPLICATION FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

WHEREAS:

A. The State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated October 2, 2017 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200.

B. [Housing Authority of the City of Fresno, California](#) (Applicant) desires to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program.

C. The SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated October 2, 2017, for Round 3 in a total amount not to exceed \$14,000,000.00 of which up to \$7,500,000.00 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and up to \$6,500,000.00 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities (TRA) or Program (PGM) activities ("AHSC Grant") as defined the AHSC Program Guidelines adopted by SGC on July 17, 2017 errata August 14, 2017. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed \$14,000,000.00 (\$7,500,000.00 for the AHSC Loan and \$6,500,000.00 for the AHSC Grant), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").

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

3. [Preston Prince, the CEO/Executive Director or Tracewell Hanrahan, Deputy Executive Director, or Angelina Nguyen, Chief of Staff](#), or their designee is authorized to execute in the name of Applicant the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program.

PASSED AND ADOPTED this _____ Day of _____, 2017, by the following vote:

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

The undersigned _____ of the Applicant here before named does hereby attest and certify that the forgoing is a true and full copy of a resolution of the [Board of Commissioners of the Housing Authority of the City of Fresno, California](#) adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

Signature		Date	
Name		Title	

Governing Board Resolution

RESOLUTION No. _____

HEREBY AUTHORIZES THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY

WHEREAS:

- A. Housing Authority of the City of Fresno, California, a Public Housing Authority wishes to apply for and receive an allocation of funds through the Infill Infrastructure Grant Program; and
- B. The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the Infill Infrastructure Grant Program established under the Housing and Emergency Shelter Trust Fund Act of 2006 (Proposition 1C) pursuant to the Infill Infrastructure Grant Program established Part 12 of Division 31 of the Health and Safety Code, commencing with Section 53545.12. Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature, subject to the terms and conditions of the statute and the Infill Infrastructure Grant Program Guidelines implemented **SEPTEMBER 29, 2017**; and
- C. Housing Authority of the City of Fresno, California wishes to submit an application to obtain from HCD an allocation of the Infill Infrastructure Grant Program funds in the amount of \$ 920,000.00.

IT IS NOW THEREFORE RESOLVED THAT:

- 1. Housing Authority of the City of Fresno, California shall submit to HCD an application to participate in the Infill Infrastructure Grant Program in response to the NOFA issued on OCTOBER 2, 2017 which will request a funding allocation in the amount of \$ 920,000.00 for the following activities:
Infrastructures related to the construction of a 45 unit mixed use low income housing development along the Blackstone transit corridor
- 2. If the application for funding is approved, the Housing Authority of the City of Fresno, California hereby agrees to use the Infill Infrastructure Grant Program funds for eligible activities in the manner presented in the application as approved
- 3. Housing Authority of the City of Fresno, California authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee to execute in the name of the Housing Authority of the City of Fresno, California the application, the Standard Agreement, and all other documents required by HCD for participation in the Infill Infrastructure Grant Program,

PASSED AND ADOPTED THIS 19 of December, 2017 by the following vote:
 AYES (#) NAYS (#) ABSTAIN (#) ABSENT (#)
 The undersigned _____ of the Housing Authority of the City of Fresno, California here before names does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

 Signature

 Print Name

 Date

- NOTES:**
- 1. This is intended to be a sample resolution authorizing submittal of an application to HCD. Applicants may use their own format if it contains **all** of the authorizations contained in this sample
 - 2. The person attesting to the signing of the resolution cannot be the same person who is authorized to execute documents in the name of the applicant.
 - 3. Original resolution or a live certified copy of the resolution must be submitted with the application.

EXHIBIT A

Blackstone & Simpson (DRAFT) High-Density Mixed Use 45 Units

Pro Forma Sources and Uses (DRAFT)	
Uses of Funds	
Construction Costs	\$12,368,700
Hard Cost Contingency	\$617,300
Acquisition	\$1,100,000
Professional Fees	\$734,664
Loan Fees and other Soft Costs	\$4,029,357
Reserves	\$117,095
Developer Fee	\$2,600,201
Total Uses of Funds	\$21,567,317
Sources of Funds	
	<i>Draft</i> <i>12/13/2017</i>
Tax Credit Equity	\$ 6,265,132
Conventional perm loan	\$ 413,000
HRFC Loan	\$ 2,000,000
Accrued/deferred interest	\$ 58,080
AHSC Affordable Housing Loan	\$ 7,156,076
AHSC Infrastructure Grant	\$ 2,200,000
GP Equity (Dev. Fee Contribution)	\$ 1,400,201
Infrastructure Infill Grant (application)	\$ 920,000
Impact fee waiver request	\$ 250,000
Financing Gap	\$ 904,828
Total Sources of Funds	\$21,567,317

**Draft estimates as of 12/13/2017*

Project Notes

Fifteen stories, Type I construction with 2 floors of subgrade parking
 Construction estimates based on State prevailing wage (roughly 35% premium) and GC Consultation
 Concerns about construction cost estimates given rising market costs
 Permanent loan based on underwriting affordable rents and commercial income
 Income levels: \$25-\$35k per year based on household composition
 Rents range from \$472-\$724

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
DATE: December 12, 2017
BOARD MEETING: December 19, 2017
FROM: Preston Prince
 CEO/Executive Director
AGENDA ITEM: 10d
AUTHOR: Scott Berry

SUBJECT: Authorization to Finalize Acquisition of .26 Acres of Land at 731 California Ave, Fresno, CA 93706 (APN: 467-246-01T)

Executive Summary

Over the past 15 years, the West Fresno community has been the focus of a series of planning efforts that include the 2002 Villages of California Master Plan, the 2005 Yosemite Village Hope VI Master Plan, the 2009 California Avenue Master Plan, the 2016 Downtown Neighborhoods Site Specific Plan, and most recently the 2017 Southwest Fresno Specific Plan. Fresno Housing (FH) has sought to incorporate these planning efforts into its community development projects and development planning efforts during the past several years. FH intends to undertake its own planning efforts to redevelop its specific properties owned and control along California Avenue.

The property located at 731 California Ave, Fresno, CA 93706 (APN: 467-246-01T) is a .26 acre parcel that has been vacant and undeveloped for several years and is under the ownership of the Oversight Board for the Successor Agency to the Redevelopment Agency of the City of Fresno (“Oversight Board”). The subject parcel is adjacent to other real property owned by FH and located within the FH property planning area. Acquiring the property would allow for developing the land in a manner consistent with the Downtown Neighborhoods Site Specific Plan, specifically the Edison Neighborhoods subarea.

The Board of Commissioners approved submission of a bid at public auction at the November 28 meeting. The minimum bid price was \$55,000. Staff was successful in their bid and acquired the property for \$81,000 on December 6, 2017. FH received a standard purchase agreement from the Oversight Board, which is currently being reviewed by FH’s legal council. The terms of the agreement state that escrow must be closed within 60 days following final execution of the purchase offer. Pending board and legal approval, FH will be in position to sign the agreement.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno adopt the attached resolution authorizing the Executive Director/CEO, Preston Prince, Deputy Executive Director, Tracewell Hanrahan and/or their designee to finalize the acquisition for the Property (APN 467-246-01T).

Fiscal Impact

Staff is requesting a funding commitment of up to \$85,000 from the Housing Relinquished Fund Corporation sufficient to cover the acquisition price for the land and associated closing costs, or it may decide to use its own Agency funds.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

**RESOLUTION AUTHORIZING FRESNO HOUSING AUTHORITY TO ENTER INTO A
PURCHASE AND SALE AGREEMENT AND ACQUIRE .26 ACRES OF LAND AT 731
CALIFORNIA AVE, FRESNO, CA 93706 (APN 467-246-01T)**

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

WHEREAS, 731 California Ave, Fresno, CA 93706, APN 467-246-01T, (“the Property”), consists of approximately 0.26 acres of vacant land that may be used for a future mixed-use development; and,

WHEREAS, the acquisition of the site would complement other real property owned by the Authority and located in the California Avenue planning area; and,

WHEREAS, the Authority submitted a successful bid of \$81,000 on December 6, 2017 to the Oversight Board for the Successor Agency to the Redevelopment Agency of the City of Fresno to acquire the Property;

WHEREAS, the Authority desires to enter into a purchase and sale agreement and finalize acquisition of the property from the Oversight Board for the Successor Agency to the Redevelopment Agency of the City of Fresno; and

WHEREAS, the terms of the agreement state that escrow must close within 60 days following final execution of the purchase offer;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California, hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to enter into a purchase and sale agreement and finalize the acquisition of the Property from the Oversight Board for the Successor Agency to the Redevelopment Agency of the City of Fresno and execute all related documents.

PASSED AND ADOPTED THIS 19th DAY OF December, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: 12/14/2017

BOARD MEETING: 12/19/2017

AGENDA ITEM: 10e

AUTHOR: Blanca Navarro, Quality
Assurance Analyst

SUBJECT: Proposed Standard Lease, Public Housing Addenda, and
Grievance Procedure

Executive Summary

The purpose of this board memo is to obtain approval for the proposed standard lease, public housing addenda and grievance procedures. The Department of Housing and Urban Development (HUD) Office of Public and Indian Housing rules establish both required and prohibited provisions for public housing leases. In addition, HUD requires that leases for public housing be approved by the Boards of Commissioners when substantive changes are made. Staff and legal counsel periodically review and update leases being used for public housing residents as allowed or required by HUD and incorporate changes where appropriate.

During the recent review process, staff and counsel incorporated some substantial changes to the content of the lease and addenda as required by recent HUD Guidance. These changes include:

- Fair Housing (24 CFR 5.105) and Violence Against Women Act protections (24 CFR Part 5 Subpart L)
- Violence Against Women Act Addendum (PIH Notice 2017-08)
- Individual Relief of Utility Allowance (24 CFR 965.508)
- Flat rents not available to 'mixed households (PIH Notice 2016-05)
- Resident obligations to refrain from smoking (PIH notice 2017-03)
- Hearing officer to be utilized for grievances (PIH Notice 2016-05)
- Removal of arbitration language from grievance procedures (PIH Notice 2016-05)

In addition, staff updated the form of the lease in order to make the leasing process more efficient and to provide consistency across the programs where possible. The proposed standard lease, public housing addenda and grievance procedures is attached.

A 30-day written notice will be provided to each affected resident as required by HUD regulations. The written notice will include information highlighting the

proposed modifications, the reasons supporting the changes and provide tenants an opportunity to submit written comments for consideration.

Upon Board approval, the required 30-day notice will be delivered to each tenant. Any comments received by tenants will be reviewed by staff and additional updates to the lease will be returned to the Boards for consideration, if necessary.

Recommendation

It is recommended that the Board of Commissioners approve and adopt the attached standard lease, public housing addenda, and grievance procedures upon review by agency counsel and receipt of written comments by tenants.

Fiscal Impact

There is no direct financial impact to the agency.

Background Information

The Department of Housing and Urban Development (HUD) Office of Public and Indian Housing rules establish both required and prohibited provisions for public housing leases. In addition, public housing authorities are permitted to add other provisions as long as they are considered reasonable. In the case of any conflict between the proposed standard lease and state law, the lease adopted must follow the rule that is the most beneficial to the tenant. The requirements for public housing leases are detailed in 24 CFR Part 966 Subpart A.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE STANDARD LEASE, PUBLIC HOUSING ADDENDA,
AND GRIEVANCE PROCEDURES**

WHEREAS, the Agency provides safe, decent and well-maintained rental housing throughout Fresno County; and

WHEREAS, the Housing Authority of the City of Fresno (Agency) owns, maintains, and/or manages public housing and affordable housing units throughout Fresno County; and

WHEREAS, in accordance with 24 CFR 966.4 (A) (3), the Agency may update its lease form from time to time.

whereas, the agency is proposing updates to the standard lease, public housing addenda, and grievance procedures to ensure it is in compliance with current HUD regulations; and

WHEREAS, as we move forward with expanding our housing portfolio there is a need to augment the standard lease to ensure consistency across programs and compliance with, HUD, State and local laws ; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby adopt and incorporate the proposed standard lease, public housing addenda, and grievance procedures

PASSED AND ADOPTED THIS 19th day of December 2017. 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 STANDARD LEASE, PUBLIC HOUSING ADDENDA,
AND GRIEVANCE PROCEDURES**

WHEREAS, the Agency provides safe, decent and well-maintained rental housing throughout Fresno County; and

WHEREAS, the Housing Authority of the City of Fresno (Agency) owns, maintains, and/or manages public housing and affordable housing units throughout Fresno County; and

WHEREAS, in accordance with 24 CFR 966.4 (A) (3), the Agency may update its lease form from time to time.

WHEREAS, the Agency is proposing updates to the standard lease, public housing addenda, and grievance procedures to ensure it is in compliance with current HUD regulations; and

WHEREAS, as we move forward with expanding our housing portfolio there is a need to augment the lease to ensure consistency across programs and compliance with, HUD, State and local laws ; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby adopt and incorporate the proposed standard lease, public housing addenda, and grievance procedures

PASSED AND ADOPTED THIS 19th day of December 2017. 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

Addendum 1

HOUSING AUTHORITY OF THE CITY AND COUNTY OF FRESNO

PUBLIC HOUSING LEASE ADDENDUM

This Public Housing Lease Addendum (“Addendum 1”) is an agreement between the _____ (“MANAGEMENT”) and _____ (“RESIDENT”). This addendum supplements and is a part of the Resident Lease Agreement between the parties for the dwelling unit at [Unit Address] (the “Dwelling Unit”). As a condition of the Resident Lease Agreement, RESIDENT must also abide by the provisions of this **Addendum 1**.

While the Resident Lease Agreement leasing the Dwelling Unit and this Addendum 1 are intended to be read together, if there is any conflict between the terms of this addendum and other provisions in the Resident Lease Agreement, the language of this Addendum 1 will control. Together, the Resident Lease Agreement and all addenda (including this Addendum 1) shall hereinafter be referred to as and comprise the “Lease”.

1. EXCLUSIVE USE AND OCCUPANCY

- a. In addition to other occupancy provisions in the Lease, RESIDENT agrees not to provide accommodations for boarders or lodgers.
- b. RESIDENT may use dwelling unit to engage in legal profitmaking activities only after obtaining prior written consent from MANAGEMENT, and if MANAGEMENT determines such activities are incidental to the primary residential use of the leased unit.
- c. **Absence from Dwelling Unit.** An “extended absence” for purposes of Section 6(e) of the Resident Lease Agreement occurs when the entire household is absent from the Dwelling Unit without notice to MANAGEMENT and for reasons other than health or an emergency for more than fourteen (14) consecutive days, whether or not rent has been paid. In the case of an extended absence, the Dwelling Unit will be considered to be abandoned, and MANAGEMENT will terminate the Lease. In such case, MANAGEMENT will follow state and local law procedures regarding abandonment and disposition of property, and unit repossession. Any individual household member will be considered “permanently absent” from the Dwelling Unit and removed from the Lease if he or she is away from the unit for sixty (60) or more days in a 12-month period for reasons other than health, emergency, or other special circumstance.

2. RENTAL PAYMENTS

The contracted monthly rent for the initial term of the Lease shall be \$ _____. This amount is determined by (CHOOSE ONE):

_____ a formula based on income and other information provided by the resident

_____ a flat rent based on the value of a _____-bedroom unit minus applicable Utility Allowance .

3. COLLECTION OF CHARGES FOR LATE RENT PAYMENTS, MAINTENANCE AND REPAIR, OR EXCESS UTILITY CONSUMPTION

- a. **Grace Period.** Any charges for late payment of rent, maintenance and repair charges that exceed normal wear and tear, or RESIDENT's consumption of excess utilities will not be due to and collectible by MANAGEMENT until two (2) weeks after MANAGEMENT gives RESIDENT written notice of the charges. Such notice constitutes an adverse action for the purpose of grievance procedures.

b. **Individual Relief of Utility Allowance:** RESIDENT may request for relief from payment of utility supplier billings in excess of the Utility Allowance for resident-paid utilities. MANAGEMENT may grant such requests on reasonable grounds such as the special needs of elderly, ill, or disabled residents, or special factors affecting utility usage that are not within RESIDENT's control of the resident. These Utility Allowance relief requests must be made to the designated MANAGEMENT staff of the development where RESIDENT resides.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

- a. Each year in preparation for an annual reexamination, RESIDENT may choose to have rent his or her rent determined under the formula method or having their rent set at the flat rent amount. The Schedule of Rents incorporated herein by reference may be modified from time to time by MANAGEMENT, provided that RESIDENT shall be given thirty (30) days written notice of change and shall be given an opportunity to present written comments for consideration by MANAGEMENT. Flat rents are not available for "mixed" households (i.e. households whose members include those with and without citizenship or eligible immigration status) that receive prorated housing assistance.
- b. Every twelve (12) months if rent is based on a formula method or every thirty six (36) months if rent is based on Flat Rent. RESIDENT agrees to timely furnish accurate and conclusive information as requested by MANAGEMENT about income and employment. For household members with fixed sources of income, MANAGEMENT may verify income using a streamlined determination process whereby MANAGEMENT collects third-party verifications of income sources every three (3) years and determines the income from fixed sources for the intervening years using a verified cost of living adjustment or interest rate. RESIDENT also agrees to timely furnish accurate and conclusive information requested by MANAGEMENT about household composition at least annually. MANAGEMENT will use this information to determine whether the rental amount should be changed, whether the RESIDENT is still eligible for low rent housing, and the appropriateness of the dwelling size. This determination will be made in accordance with the provisions set forth in MANAGEMENT'S Statement of Policies governing leasing and occupancy posted in MANAGEMENT'S office.
- c. Any change in rent required as a result of this redetermination shall be made effective the first of the month following the date of reexamination or the annual anniversary of the Lease execution date.
- d. When a reexamination is completed, MANAGEMENT will, if necessary, execute a new lease or mail a written "Notice of Review Determination" to the RESIDENT showing the change in the amount of the household's adjusted anticipated income and the change in monthly rent including the amount of retroactive rent (determined in accordance with paragraph 8) due, if any, resulting from such reexamination or redetermination. The

RESIDENT agrees to accept such “Notice of Review Determination” as an amendment to this Lease.

- e. Failure to complete certification(s) is a lease violation and repeated violations may result in termination of the Lease.
- f. The following types of families must provide receipts for the amounts claimed: Zero Income Households who report zero income and have no income excluded for rent computation; or households whose Total Tenant Payment equals the minimum rent; or households who report \$100 or less per month in total income. Households who fail to provide receipts for the amounts claimed will be in non-compliance with the Lease and will be subject to a 30-Day Notice to Vacate. MANAGEMENT will examine the household’s circumstances every 60 to 90 days until the household has a stable income. MANAGEMENT will verify income by requiring the household to certify how it meets certain living expenses and/or performing home visits.

5. PET DEPOSIT

If applicable, RESIDENT shall pay a refundable pet deposit of \$_____ upon signing the Lease. A full deposit must be paid before MANAGEMENT allows any approved pet on to the premises. MANAGEMENT will refund the deposit after the RESIDENT vacates the premises, less any amounts owed for damages made by the pet(s).

6. REPORTING INTERIM CHANGES IN INCOME AND HOUSEHOLD COMPOSITION

- a. The RESIDENT and/or a surviving household member must report all changes in the household's composition or income to MANAGEMENT within ten (10) business days. Such changes include but are not limited to:
 - i. The loss of the RESIDENT head of household, or a household member, through death, divorce or other continuing circumstances; or the addition of a family member who, by marriage, remarriage or otherwise, should become the RESIDENT in accordance with MANAGEMENT policy.
 - ii. Additions to the household or a loss of household member. With the exception of household additions due to birth, adoption, or court awarded custody, MANAGEMENT must previously approve all additions.
 - iii. Any increase in household income. **Note:** Increases in household income do not have to be reported by households who have elected to pay a flat rent.
 - iv. Instances where households who opt for the flat rent request to have a reexamination and return to the formula based method at any time because of circumstances creating a financial hardship.
 - v. When there is a change in citizenship or eligible immigration status of any household member.
 - vi. When the amount of any allowance a household is entitled to increases or when a household becomes eligible for a new allowance.

- b. RESIDENT may report decreases in income and other changes that could reduce the RESIDENT's total payment.
- c. If these reported changes result in a decrease in the household's rent, the reduced rental rate shall become effective the first of the following month after the change occurred, when the change is reported, or when verification of decrease is received. **Note:** Reductions in welfare payments due to welfare fraud or failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.
- d. If the reported changes result in an increase in the RESIDENT's rent, the higher rental amount shall take effect on the first day of the second month following that in which the change occurred as a result of one or more of the following:
 - i. a of change in family composition;
 - ii. a change in source of income; and/or
 - iii. an income increase of \$200/month or more,
- e. RESIDENT agrees to accept a "Notice of Review Determination" as an amendment to the Lease following any redeterminations of RESIDENT rent or total payment.
- f. A household who is paying the minimum rent, but is unable to pay the minimum rent because of financial hardship, has the right to request a hardship exemption.
- g. RESIDENT must promptly furnish to MANAGEMENT any letter or notice received from HUD concerning the amount or verification of the household's income. MANAGEMENT will verify the accuracy of the income information received and change the amount of rent as appropriate.
- h. Lack of complete disclosure of household members' income and assets or indications that the RESIDENT is deliberately obstructing efforts to obtain said information, may jeopardize the RESIDENT'S continued assisted housing. Such behavior may be interpreted as attempted fraud and may result in the termination of continued occupancy.

7. CURFEW AND LOITERING

The following shall constitute valid exceptions to the curfew regulations in Section 8 of the Resident Lease Agreement:

- a. When a minor is accompanied by his or her parent or parents, legal guardian or other person having the legal care or custody of the minor, or by his or her spouse who is 18 years of age or older;
- b. When the minor is on an errand or other legitimate business or activity directed by his or her parent(s), legal guardian, or other adult person having the legal care or custody of the minor, or by his or her spouse who is 18 years of age or older;
- c. When the minor is going directly to or returning directly home (without any unnecessary detour or stop) from a public meeting, religious activity or other voluntary association, a

place of public entertainment such as a movie, play, sporting event, dance, school activity, or the minor's place of employment;

- d. When the minor is actively participating in a sporting or community event on MANAGEMENT property, if the MANAGEMENT rules or regulations permit the sporting or community event during said hours;
- e. When the minor's presence in the common area(s) described is connected with or required with respect to a business, trade, profession, or occupation in which the minor is lawfully engaged;
- f. When minor is exercising First Amendment rights protected by the United States or California Constitution;
- g. When the minor is involved in an emergency or seeking medical assistance; or
- h. When the minor is emancipated pursuant to law.

8. MANAGEMENT RESPONSIBILITIES

In addition to the other MANAGEMENT responsibilities provided for in the Lease, MANAGEMENT shall do the following:

- a. Notify the RESIDENT of the specific grounds for any proposed adverse action by MANAGEMENT. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- b. MANAGEMENT shall provide RESIDENT with written notice of any offer of a lease revision at least 60 calendar days before the lease revision is scheduled to take effect.
- c. For non-emergency situations, MANAGEMENT shall provide RESIDENT with a minimum of two (2) days advance written notification prior to entering the Dwelling Unit to (i) perform routine maintenance and inspections, (ii) make improvements or repairs, or (iii) show the unit for re-leasing.

9. RESIDENT OBLIGATIONS

In addition to the other RESIDENT obligations provided for in the Lease, RESIDENT also agrees to refrain from and cause other household members and guests to refrain from smoking prohibited tobacco products in restricted or smoke free areas, and to otherwise comply with the terms of MANAGEMENT's Smoke Free Policy.

10. COMMUNITY SERVICE/ECONOMIC SELF-SUFFICIENCY REQUIREMENTS

- a. In addition to the other obligations set forth in the Lease, in order to be eligible for automatic annual renewal of the Lease, RESIDENT and any other household member of 18 years of age or older are required to contribute eight (8) hours per month of community service (not including political activities), or participate in an economic self-sufficiency program for eight (8) hours per month, unless otherwise exempted from this requirement by HUD or MANAGEMENT regulations.

- b. Failure to comply with community service requirements, or to enter into a written agreement with MANAGEMENT to cure the noncompliance over the next twelve-month term, shall be grounds for nonrenewal of the Lease.
- c. Failure to provide documentation of compliance with the community service requirements within the time period provided by MANAGEMENT shall be grounds for nonrenewal of the Lease.

11. RETROACTIVE RENT CHARGES

- a. If the RESIDENT has failed to report changes in household circumstances, as required in Paragraph 8, or misrepresented to MANAGEMENT the facts upon which rent is determined, and this misrepresentation or failure to report facts results in the RESIDENT paying less rent than he/she should have been charged, MANAGEMENT shall adjust the rent to the proper amount. Failure to report income/asset changes in a timely manner (10 working days), may result in a retroactive rent charge, even if the failure was not intentional.
- b. The increase in rent shall be made retroactive to the first day of the second month after the change in household circumstances occurred.
- c. The new, increased rental rate and all retroactive rent shall be due and payable upon demand the first day of the month following receipt of the "Notice of Review Determination".

12. REQUIRED TRANSFER

- a. If MANAGEMENT determines that the Dwelling Unit is no longer appropriate to meet RESIDENT'S needs, MANAGEMENT may amend this Lease by notifying the RESIDENT that he/she will be required to move into another unit of appropriate size, giving RESIDENT thirty (30) days' notice in which to move. If MANAGEMENT determines at the time of regular reexamination that RESIDENT no longer qualifies as a family of low income, no action will be taken to terminate the Lease or commence eviction proceedings on the basis of the income of RESIDENT.
- b. Transfers will be made without regard to race, color, national origin, sex, sexual orientation, gender identity, religion, familial status, or persons with disabilities. Residents on the transfer list may refuse transfer offers for the "good cause" reasons without losing their position on the transfer list. Residents who refuse a transfer offer without good cause may be removed from the transfer list and residents whose transfers are mandatory are subject to lease termination. Residents are entitled to use the Grievance Procedure attached as Exhibit A to this Addendum 1 ("Grievance Procedure") if they are refused the right to transfer.

13. ADDITIONAL TERMINATION PROCEDURES

- a. Notwithstanding other provisions of the Lease, MANAGEMENT shall give RESIDENT written notice of termination of the Lease of:
 - i. 14 days in the case of failure to pay rent;

- ii. A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other residents or MANAGEMENT's employees;
- iii. 30 days of non-compliance of Community Service requirements
- iv. 30 days in all other cases.

14. AUTOMATIC RENEWAL

At the end of the initial term, the automatic renewal of the Lease in accordance with Section 1 of the Lease will be for successive terms of twelve (12) calendar months, unless the Lease is terminated by RESIDENT or MANAGEMENT for the reasons stated in the Lease and this Addendum 1.

15. PET POLICY

If MANAGEMENT approves the presence of RESIDENT's pet(s) in the dwelling unit, RESIDENT must enter into a pet agreement and/or sign a pet certification upon signing of the Lease.

16. CHANGES TO LEASE

- a. This Lease, together with any future adjustments of rent or Dwelling Unit, is the entire agreement between MANAGEMENT and RESIDENT. No changes herein shall be made except in writing, signed and dated by both parties except as provided for above or hereafter:
- b. The Schedule of Charges incorporated herein by reference may be modified from time to time by MANAGEMENT, provided that RESIDENT shall be given thirty (30) days written notice of such change including the reasons thereof, and further be given an opportunity to present written comments for consideration by MANAGEMENT.
- c. The Conditions of Occupancy (House Rules), incorporated herein by reference, and other rules and regulations of MANAGEMENT may be modified from time to time by MANAGEMENT, provided that RESIDENT shall be given thirty (30) days written notice of such changes and shall be given an opportunity to present written comments for consideration by MANAGEMENT.

17. **DISPUTES.** Any disputes between the RESIDENT and MANAGEMENT concerning obligations of the RESIDENT or MANAGEMENT under this Lease will be resolved in accordance with the Grievance Procedure.

EXHIBIT A

PUBLIC HOUSING GRIEVANCE PROCEDURE

This Grievance Procedure is incorporated into Addendum 1, Public Housing Lease Addendum, between MANAGEMENT and “RESIDENT”.

SCOPE and PURPOSE

The purpose of this Grievance Procedure is to adopt MANAGEMENT's grievance policy. The Grievance Procedure makes sure all residents of the housing complex are given an opportunity for a hearing if the resident promptly disputes MANAGEMENT's action or failure to act in accordance with the Lease and/or MANAGEMENT regulations, which adversely affect the RESIDENT's rights, duties, welfare or status.

APPLICABILITY

This Grievance Procedure is applicable to all individual Grievances as defined below between RESIDENT and MANAGEMENT.

This grievance procedure **shall not** apply to:

1. Eviction or tenancy termination actions involving the following, where HUD has determined local law requires tenant be given an opportunity for hearing in court that provides basic elements of due process:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of MANAGEMENT;
 - b. Any violent or drug-related criminal activity on or off the premises; or
 - c. Any criminal activity that resulted in felony conviction of a household member.
2. Class grievances
3. Disputes between residents that do not involve MANAGEMENT
4. The Grievance Policy also should not be used as a forum for initiating or negotiating policy changes between a group or groups of tenants and the MANAGEMENT's Boards of Commissioners.

DEFINITIONS

“Grievance” shall mean any dispute, which a resident may have with respect to MANAGEMENT’s action or failure to act in accordance with the RESIDENT's lease or MANAGEMENT regulations, which adversely affect the RESIDENT's individual rights, duties, welfare or status.

“Complainant” shall mean any resident whose Grievance is presented to MANAGEMENT in accordance with this procedure.

“Hearing Officer” shall mean an impartial and unbiased person selected in accordance with this procedure to hear grievances and render a decision with respect thereto.

“Resident” shall mean any RESIDENT identified above who resides in the dwelling unit and executes the Lease with MANAGEMENT, or another adult person(s) who resides in the unit and is the remaining head of household for the family occupying the unit.

INFORMAL SETTLEMENT OF GRIEVANCES

Any Grievance shall be presented in person either orally or in writing through a “Grievance Request Form” signed by the Complainant (telephone calls will not be accepted), to MANAGEMENT’s main office or to the management office of the housing complex where Complainant resides so that the Grievance may be discussed informally and settled without a hearing.

The Grievance must be presented within ten (10) business days of notice of MANAGEMENT’s act or failure to act that is the basis of the Grievance. The Grievance must specify:

- The particular grounds upon which the Grievance is based;
- The corrective action(s) requested by the Complainant;
- The name, address, and telephone number of the Complainant and similar information about the Complainant's representative, if any

A designated MANAGEMENT representative will hold an informal conference with the Complainant within ten (10) business days of receipt of the Grievance. If Complainant fails to appear within 30 minutes of the schedule time, MANAGEMENT's representative may determine that the Complainant has waived their right to the conference.

MANAGEMENT will provide reasonable accommodations for persons with disabilities to participate in the informal conference, and must be notified within three (3) days of the scheduled hearing time if special accommodations are required.

Within ten (10) business days of the completed informal conference, MANAGEMENT's representative will prepare a written summary of such discussion of the informal conference. One copy shall be given to the Resident and one shall be retained in RESIDENT's file. The summary shall specify:

- The names of the participants to the informal hearing;
- The date(s) of the meeting(s);
- MANAGEMENT 's proposed resolution and its specific reasoning for reaching that proposed resolution; and
- The procedures Complainant can take to obtain a formal hearing if he or she is not satisfied with the proposed disposition.

PROCEDURES FOR OBTAINING A FORMAL HEARING

Request for Hearing. If Complainant is not satisfied with the proposed disposition of the informal conference, he or she shall submit a written "Grievance Request Form" requesting a formal hearing within ten (10) business days from the date of the summary of the informal conference. The form must be submitted to MANAGEMENT’s main office or to the management office of the housing complex where Complainant resides. The written hearing request must specify:

- The reasons for the Grievance; and
- The action or relief Complainant is seeking.

Failure to Request a Formal Hearing. If the Complainant does not request a formal hearing, MANAGEMENT's disposition of the Grievance according to the information conference will become final. Failure to request a hearing does not constitute a waiver by the Complainant of his/her right to later contest MANAGEMENT's action in disposing of the complaint in an appropriate judicial proceeding.

Formal Hearing Prerequisites. To obtain a formal hearing, all Grievances must have been presented either orally or in writing pursuant to the informal procedure described in the previous section. If the Complainant can show good cause why he/she failed to present the Grievance according to the informal conference procedures in the preceding section, this may be waived by the Hearing Officer.

Scheduling of Formal Hearing. If Complainant complies with the hearing request procedures outlined above, MANAGEMENT will schedule the formal hearing not less than seven (7) working days and no more than twenty (20) working days after the Complaint is received by the Hearing Officer at a place reasonably convenient to both the Complainant and MANAGEMENT. MANAGEMENT will also deliver a written notification of the date, time, place, and procedures governing the formal hearing to both the Complainant and the appropriate MANAGEMENT official. MANAGEMENT will provide reasonable accommodations for persons with disabilities to participate in the informal conference, and must be notified within three (3) days of the scheduled hearing time if special accommodations are required.

Selection of a Hearing Officer: Grievances shall be presented before a Hearing Office selected as follows:

1. Any Hearing Officer must be an impartial and disinterested person who has no personal stake in the disputed action, other than the person who made or approved the decision that is under review or a subordinate of that person.
2. The Hearing Officer will be appointed by MANAGEMENT through an approved list of hearing officers or through another organization approved by the Executive Director of MANAGEMENT. The Complainant or any other party to the Grievance may challenge the selection of the Hearing Officer for good cause by filing an objection and stating the reasons for the challenge before the start of the formal hearing.

Escrow Deposit

Before a formal hearing is scheduled for any Grievance involving the amount of rent MANAGEMENT claims is due, the Complainant shall pay to MANAGEMENT an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. These requirements may be waived by MANAGEMENT in special circumstances or where RESIDENT is paying minimum rent and the Grievance is based on a request for a hardship exemption or imputed welfare income. Unless so waived, the failure to make such payments shall result in termination of the Grievance procedure. However, the failure to make such payments shall not constitute a waiver of any right the complainant may have to contest MANAGEMENT's disposition of his/her Grievance in any appropriate judicial proceeding.

Formal Hearing Procedures.

The Complainant shall be given a fair hearing providing the basic safeguards of due process which shall include:

1. The opportunity to examine before the hearing and, at the expense of the Complainant, to copy all documents, records, and MANAGEMENT regulations that are relevant to the hearing;
 - a. The resident will be allowed to copy any documents related to the hearing at a cost of 50 cents for the first page and 30 cents per page thereafter. Research time is to be compensated at \$20 per hour or \$5 per quarter hour or fraction thereof. The family must request discovery of MANAGEMENT documents no later than 12:00 p.m. on the business day prior to the hearing.
2. The right to be represented by counsel or other person chosen as his or her representative;
3. The right to a private hearing unless the Complainant requests a public hearing;
4. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by MANAGEMENT, and confront and cross-examine all witnesses on whose testimony or information MANAGEMENT relies; and
5. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

If the Complainant or MANAGEMENT fail to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed five (5) working days, or may make a determination that the party has waived his/her right to a hearing. Both the Complainant and MANAGEMENT shall be notified of the determination. This determination shall not constitute a waiver of any right the Complainant may have to contest MANAGEMENT's disposition of the Grievance in an appropriate judicial proceeding.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought, and thereafter MANAGEMENT must sustain the burden of justifying MANAGEMENT's action or failure to act against which the Complaint is directed.

The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertaining to the facts and issues raised by the Complaint must be received without regard to judicial proceedings. The Hearing Officer shall require MANAGEMENT, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The Complainant or MANAGEMENT may arrange to obtain a transcript of the hearing, so long as the arrangement is made in advance and at the expense of the party making the arrangement.

MANAGEMENT will comply with HUD's Limited English Proficiency Final Rule by providing language services, if requested, throughout the grievance process.

DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasoning for the decision, within ten (10) working days after the hearing is concluded. A copy of the decision shall be mailed to the Complainant and MANAGEMENT who shall retain copy of the decision in the RESIDENT's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by MANAGEMENT and made available for inspection by a prospective Complainant, his/her representative, or a Hearing Officer.

The decision of the Hearing Officer shall be binding on MANAGEMENT which shall take all actions, or refrain from any actions, necessary to carry out the decision unless MANAGEMENT's Boards of Commissioners determine within twenty (20) working days, and promptly notifies the Complainant of its determination, that:

- The Grievance does not concern MANAGEMENT's action or failure to act in accordance with or involving the Complainant's Lease or MANAGEMENT regulations, which adversely affect the Complainant's rights, duties, welfare or status.
- The decision of Hearing Officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the annual contributions contract and HUD and MANAGEMENT.

A decision by the Hearing Officer or Boards of Commissioners in favor of MANAGEMENT, or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings which may thereafter be brought in the matter.

MANAGEMENT EVICTION ACTIONS

If a resident has requested a hearing in regards to a complaint involving a MANAGEMENT notice of termination of tenancy, and the Hearing Officer upholds MANAGEMENT's action to terminate the tenancy, MANAGEMENT shall not commence an eviction action in a state or local court until it has served a notice to vacate to the resident, and in no event shall the notice to vacate be issued before the decision of the Hearing Officer has been mailed or delivered to the Complainant. Such notice to vacate must be in writing and specify that, if the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorney fees.

RESIDENT LEASE AGREEMENT

[PROPERTY NAME]

RESIDENT NAME(S)	TOTAL NO. PERSONS IN HOUSEHOLD	BEDROOM COUNT
UNIT ADDRESS	DWELLING UNIT NO.	MONTHLY RENT
MANAGEMENT ADDRESS	MANAGEMENT CONTACT	EFFECTIVE DATE

This RESIDENT LEASE AGREEMENT is effective this _____ day of _____, 20__ and is made between _____ (“MANAGEMENT”) and _____ (“RESIDENT”). In reliance upon statements made in the RESIDENT's housing application, MANAGEMENT hereby agrees to lease to RESIDENT the dwelling unit # _____ (“Dwelling Unit”) according to the following terms and conditions. As used throughout, the term “Lease” shall mean this document and all addenda attached hereto and listed in Section 20.

1. TERM OF LEASE

- a. The initial term of this Lease shall be for a period of twelve (12) months.
- b. **Renewal.** After the initial term, this Lease shall be automatically renewable, except for non-compliance with the Lease or applicable program requirements, or another reason described in this Lease and any addenda attached to and incorporated into this Lease.
- c. **Termination.** This Lease may be terminated by either party as set forth in Section 16 and the applicable addenda attached to and incorporated into this Lease.
- d. **Unit Type.** One or more federal, state, or local affordable housing and/or rental assistance programs (e.g Low-Income Housing Tax Credit (LIHTC), HOME Investment Partnerships Program (HOME), Project-Based Voucher (PBV) among others) may govern the premises. RESIDENT will be required to comply with all program requirements applicable to his/her unit, commencing from time of occupancy. Specific program requirements not mentioned in this Resident Lease Agreement are shown in the applicable lease addenda attached hereto. This Resident Lease Agreement and applicable addenda are intended to read together, and shall hereinafter collectively be referred to as and comprise the “Lease”. If there is any conflict between the terms of this Resident Lease Agreement or any applicable lease addendum, the most stringent requirements shall control.

2. **MEMBERS OF HOUSEHOLD.** Occupancy in the Dwelling Unit is limited to the RESIDENT(s) listed above and the following members of the household:

Member Name	D.O.B.	Masked SSN	Member name	D.O.B	Masked SSN
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

3. **RENT PAYMENTS**

- a. **Monthly Rent.** The monthly rental amount of \$ _____ shall be due and payable in advance on the first day of each month.
- b. **Prorated Rent.** If tenancy does not begin on the first day of the month, RESIDENT shall pay the initial prorated rent payment of \$ _____ at the time this lease is signed for the period beginning on _____, and ending on _____. Beginning _____, RESIDENT shall pay the monthly rent as provided in Paragraph (a) of this section on or before the first day of each month. RESIDENT shall be personally responsible for rent payments due. NO PARTIAL RENT PAYMENTS WILL BE ACCEPTED.
- c. **Late Charges.** A late payment charge of \$20.00 will be assessed after the grace period **set forth in the applicable lease addendum.** **Failure to pay rent prior to the date late payments are assessed shall constitute good cause for eviction.** Repeated late payments, meaning more than four (4) late payments within a twelve (12) month period, shall constitute good cause for eviction.
- d. **Payment Location.** **Unless otherwise specified,** rent and other charges must **be mailed to "LOCKBOX" at [Designated Lockbox Address],** payable to MANAGEMENT. All mailed payments must be post marked by the last day of the applicable grace period considered on time.
- e. If RESIDENT terminates this Lease as set forth in Section 16 and the lease addenda, any rents already paid or any rents due shall be prorated daily **after** the date of expiration of the thirty (30) day required notice period. If RESIDENT vacates without notice, he/she shall be charged rent for the thirty (30) days after MANAGEMENT learns the unit is vacated. Rental credits or charges shall be based upon actual days per month. This rent will remain in effect unless adjusted by MANAGEMENT after an annual or interim reexamination of the household composition and income **as explained in Addendum 1,** or as a result of program required rent increases.
- f. IT IS EXPRESSLY UNDERSTOOD AND AGREED that, in the event the RESIDENT is transferring from another MANAGEMENT-operated Dwelling Unit, payment of any unpaid balance due under the previous lease shall become a part of the consideration of this lease.

- g. **Cash payments prohibited.** Payments are to be made in the form of money order, cashier's check or personal check. Residents who have submitted a personal check that is returned for insufficient funds or written on a closed bank account will be charged a returned check fee (also known as Non-Sufficient Funds (NSF) bank fee) of up to \$25.00 for the first returned check, and up to \$35.00 for any subsequent returned check. Residents who submit more than two (2) personal checks that are not honored for payment shall be required to make future payments by cashier's check or money order.

4. SECURITY DEPOSIT

- a. Upon signing this Lease, RESIDENT also agrees to pay MANAGEMENT a security deposit of \$ _____. MANAGEMENT will retain the security deposit until the last RESIDENT household member vacates the Dwelling Unit. The security deposit may not be used to pay rent or other charges while RESIDENT occupies the Dwelling Unit.
- b. Upon termination of the Lease, MANAGEMENT may apply the security deposit towards:
- i. Any rent, late fee, maintenance material and labor, excess utility, returned check fee, legal fees, and/or other charges owed by the RESIDENT;
 - ii. The cost of repairing any damages to the Dwelling Unit caused by RESIDENT, other household members, or guests, or pet(s) beyond normal wear and tear; and
 - iii. The cost of cleaning the Dwelling Unit.
- c. MANAGEMENT agrees to return the security deposit within three (3) weeks from the date the last RESIDENT household member vacates the Dwelling Unit less any deductions for any of the costs indicated in subsection (b) above. If RESIDENT does not supply MANAGEMENT with a forwarding address, the security deposit will be returned to RESIDENT's last known address. If such deductions are made, MANAGEMENT will give RESIDENT a written statement of any such costs for damages and/or charges deducted from the security deposit.

5. UTILITIES

- a. MANAGEMENT will supply the following utilities and appliances:

- Water
- Gas
- Electric
- Trash collection
- Sewer utility services
- Heat
- Air Conditioning
- Cable
- Internet
- Stove Range
- Refrigerator
- Microwave
- Other: _____
- Other: _____
- Other: _____

- b. MANAGEMENT shall provide RESIDENT with a monthly utility allowance. The applicable Schedule of Utility Allowance is attached and incorporated to this Lease. The utility allowance has been subtracted from the household's formula rent or applicable gross rent to determine the monthly rental amount stated above.
- c. RESIDENT agrees to promptly pay for electricity, gas, heat and/or all other utilities not provided by MANAGEMENT pursuant to Section 5(a).
- d. RESIDENT shall immediately notify MANAGEMENT if he/she cannot maintain any utility service for which he/she is responsible. RESIDENT shall be charged for all damages resulting from failure to maintain utilities or failure to notify MANAGEMENT except for causes beyond RESIDENT's control. Failure to remain current on utility bills (thus causing the utility company to discontinue service or charge MANAGEMENT for utility services), or the sharing or borrowing utilities may be deemed good cause for eviction.

6. OCCUPANCY OF THE DWELLING UNIT

- a. RESIDENT agrees to use (or permit the use of) the Dwelling Unit solely as a private Dwelling Unit for the RESIDENT and members of his/her household listed in Section 2 of this Resident Lease Agreement. RESIDENT and the household members authorized to reside in the Dwelling Unit in accordance with the Lease shall have the right to exclusive use and occupancy of the leased unit, including the accommodation of permitted guests.
- b. With written consent of MANAGEMENT, RESIDENT'S household may include foster children and a live-in aide to care for a member of RESIDENT'S household, provided the accommodation of such person(s) conforms to MANAGEMENT'S occupancy standards. Any live-in aide approved by MANAGEMENT to also occupy the unit is subject to screening for suitability requirements and shall not be considered as a remaining family member with residual rights to housing benefits.
- c. **Changes to RESIDENT Household Composition.** Any additions to the household members named on this lease, including live-in aides and foster children but excluding additions by natural birth, adoption, or court-awarded custody require advance written approval by MANAGEMENT. Such approval will be granted only if the new household member(s) pass MANAGEMENT'S screening criteria. RESIDENT agrees to wait for MANAGEMENT'S approval before allowing additional person(s) to move into the premises. RESIDENT shall report all additions and removals of the household members named on the lease to MANAGEMENT in writing within ten (10) business days of the occurrence. RESIDENT'S failure to comply with this provision will be considered a material violation of the material terms of the Lease, for which MANAGEMENT may terminate the Lease.
- d. **Guest Policy.** The occupancy provisions in this Lease allows for the accommodation of RESIDENT's guests, for a consecutive period not to exceed one (1) week each year without prior approval of MANAGEMENT. Guests may be permitted in a Dwelling Unit as long as they have no previous history of behavior that would be a lease violation.
- e. **Absence from Unit.** MANAGEMENT may take appropriate steps to terminate tenancy if RESIDENT and all other household members are absent from the Dwelling Unit for an "extended absence" as specified in Addendum 1. Household members who are deemed "permanently absent", as such term is defined in Addendum 1, will be removed from the

Lease. An extended absence alone would constitute grounds for an Unlawful Detainer Action (UDA) based on cause, regardless of whether or not RESIDENT continues to pay rent.

7. **BANNING.** MANAGEMENT may ban a non-resident, including but not limited to a guest or visitor of RESIDENT, from the housing complex for twelve (12) consecutive months if the non-resident commits one or more of the following acts in or upon any area of complex within a twelve (12) month period:

- a. Commits any misdemeanor or infraction that disturbs the peaceful enjoyment of the complex, including without limitation illegal drug activity or violent criminal activity;
- b. Destroys MANAGEMENT's property or private property;
- c. Continues to interfere with the job responsibilities of a MANAGEMENT employee or vendor; and/or
- d. Continues to disturb the peaceful enjoyment other residents of the complex.
- e. MANAGEMENT may also ban persons who have previously been evicted from the premises or any other MANAGEMENT properties.

8. **CURFEW AND LOITERING.** No minor under the age of 18 years shall remain in or upon any common area of the housing complex or within the managed community, including but not limited to a road, curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry or recreational room, community center, or other common area grounds, place, building, or vacant lot between the hours of 10:00 p.m. on any day and 6:00 a.m. of the immediately following day, except for within an apartment unit or private yard area, unless a valid exception exists, as described in Addendum 1. Adults and minors are prohibited from loitering in common areas.

9. **RESIDENT OBLIGATIONS.** As a condition of this Lease, RESIDENT agrees to:

- a. Comply with any applicable conditions of occupancy or house rules put in place by MANAGEMENT for the housing complex, including but not limited to those referenced in this Lease;
- b. Comply with all obligations imposed upon residents by applicable provisions of state and local building and housing codes materially affecting health and safety; maintain the premises in a manner that prevents the growth of mold, mildew or other fungi by reducing or eliminating the sources of excessive moisture.
- c. Report immediately to the appropriate federal, state or local governmental agency and MANAGEMENT, any case of infectious or contagious disease occurring in the household or among any persons living or staying in the Dwelling Unit;
- d. Keep the premises and such other areas as may be assigned to him/her for his/her exclusive use in a clean and safe condition and maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. RESIDENT shall remove clutter, and avoid using appliances, electronics, and furnishings that have the presence of bedbugs. RESIDENT shall immediately report any signs of bedbugs to MANAGEMENT;

- e. Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;
- f. Use only in a reasonable manner electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities;
- g. Promptly notify MANAGEMENT of the need for repairs to the Dwelling Unit and known unsafe conditions in the common areas and grounds of the project which may lead to damage or injury;
- h. Refrain from, and cause his/her household and guests to refrain from, destroying, defacing, damaging or removing any part of the premises or complex;
- i. Pay for the repair of all damages, except for normal wear and tear, to the premises, complex buildings, facilities or common areas, which were caused by the RESIDENT, members of the household or guests;
- j. Conduct himself/herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their Dwelling Unit and will encourage the maintaining of the complex in a decent, safe and sanitary condition;
- k. To act in a cooperative manner with neighbors, vendors and/or MANAGEMENT's staff; and to refrain from and cause members of RESIDENT's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors, vendors and/or MANAGEMENT's staff;
- l. Refrain from, and cause household members to refrain from, knowingly allowing non-resident person(s) that have been banned by MANAGEMENT to access the premises and/or Dwelling Unit as guests or visitors of the RESIDENT or other household members;
- m. Refrain from, and cause household members and guests to refrain from using the premises for any illegal purpose or engaging in criminal activity including, but not limited to:
 - i. Violent or other criminal activity that threatens the health, safety, or right of other residents to peaceful enjoyment of the premises. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a household member, guest, or other person under RESIDENT'S control will not be cause for termination of the Lease and occupancy rights;
 - ii. drug-related criminal activity on or near the premises; and
 - iii. other activities which impair the physical or social environment of the complex;
- n. Refrain from making any repairs or alterations, or installing equipment (including satellite dishes, cable, and/or internet equipment) without the prior written consent of MANAGEMENT;
- o. Maintain the grounds and landscaping adjacent to his/her Dwelling Unit. In the event RESIDENT fails or neglects to maintain grounds as assigned, RESIDENT shall pay to MANAGEMENT any and all expenses incurred by MANAGEMENT in the maintenance or

repair of said grounds rendered necessary by such failure or neglect on the part of RESIDENT. MANAGEMENT may exempt elderly or disabled residents from this obligation;

- p. Obey all traffic signs within the housing complex;
- q. Refrain from posting or displaying on or about the premises any political sign that is larger than six square feet in size, or a posting that would violate a local, state, or federal law.
- r. Regularly test the smoke detector(s) and carbon monoxide device(s) and agrees to notify MANAGEMENT immediately of any problem, defect, malfunction or failure of the smoke detector(s) or carbon monoxide device(s). Resident must not alter, disconnect or tamper with any smoke detector and/or carbon monoxide devices installed in dwelling. In accordance with California law, RESIDENT shall allow MANAGEMENT and/or MANAGEMENT's staff or other representative access to the Dwelling Unit for the maintenance of smoke detectors and carbon monoxide devices;
- s. Promptly notify MANAGEMENT of any extended absences, as defined in Addendum 1;
- t. Not assign, lease, sublease or otherwise transfer the unit; and
- u. Comply with all other resident obligations listed in Addendum 1 and other applicable lease addenda.

10. MANAGEMENT OBLIGATIONS. MANAGEMENT agrees to:

- a. Maintain the premises and the complex in a decent, safe and sanitary condition;
- b. Comply with requirements of applicable state and local building codes and regulations established by the U.S. Department of Housing and Urban Development (“HUD”) materially affecting health and safety;
- c. Make necessary repairs to the premises, at its own expense, except as otherwise provided in this Lease;
- d. Keep complex buildings, facilities and common areas not otherwise assigned to the RESIDENT for maintenance and upkeep, in a clean and safe condition;
- e. Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by MANAGEMENT.
- f. Provide and maintain receptacles and facilities (except containers for the exclusive use of an individual RESIDENT household) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the RESIDENT;
- g. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year, except when heat or hot water are generated by an appliance within the exclusive control of the RESIDENT and supplied by a direct utility connection;

- h. Inspect the Dwelling Unit prior to the commencement of the Lease and periodically throughout RESIDENT's occupancy;
- i. Provide RESIDENT with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum as an attachment to the Lease only for those units originally constructed prior to 1978;
- j. Provide RESIDENT with a copy of MANAGEMENT's Housekeeping Standards as a part of RESIDENT's move-in orientation;
- k. Provide upon legitimate request from a law enforcement officer, the current address, social security number and photograph (if applicable) of any recipient of assistance who is a fugitive, felon and/or parole or probation violator;
- l. Reserve the right, to be exercised by its employees, to exclude non-residents, including but not limited to guests, who conduct themselves in a manner to disturb the residents' peaceful enjoyment of their accommodations, community facilities or other areas of MANAGEMENT's property, or violate MANAGEMENT's banning regulations to the extent allowable by all applicable laws and/or regulations;
- m. Verify documents relating to the eligibility, certification, recertification assets, income, and deductions from income; and
- n. Consider lease bifurcation or remove a household member from a lease in certain circumstances to protect victims of domestic violence, dating violence, sexual assault, or stalking in accordance with 24 CFR Part 5, Subpart L; and
- o. Take affirmative steps to communicate with people who need services or information in a language other than English.

11. MAINTENANCE AND REPAIR CHARGES.

- a. RESIDENT shall pay for all maintenance and repair charges (except for normal wear and tear) for damages to the Dwelling Unit, housing complex buildings, facilities, and common areas if the need for such maintenance is caused by a wrongful act or omission of the RESIDENT, other members of RESIDENT'S household, guests, pets and/or any other person under the RESIDENT'S control.
- b. If MANAGEMENT employees do the repair work, the basis for the charges to the RESIDENT shall be the Schedule of Charges maintained by MANAGEMENT. If MANAGEMENT uses an outside contractor to make repairs, the basis for charges to the RESIDENT shall be the bill submitted to MANAGEMENT, plus a reasonable overhead as set forth in the Schedule of Charges. This Schedule of Charges is incorporated herein by reference as part of this lease agreement. Copies of the Schedule of Charges are posted in MANAGEMENT'S office and may be obtained upon request by the RESIDENT. Such charges shall be billed to RESIDENT and shall specify the items of damage involved.

12. DEFECTS HAZARDOUS TO LIFE, HEALTH, AND SAFETY

- a. RESIDENT must immediately notify MANAGEMENT of any damage to the Dwelling Unit causing conditions that are hazardous to the life, health and safety of the occupants.

- b. MANAGEMENT shall make repairs within a reasonable time. The reasonable cost of these repairs shall be charged to the RESIDENT if the damage was caused by RESIDENT, his/her household or guests.
- c. If necessary repairs cannot be made in a reasonable time, MANAGEMENT will offer, if available, standard alternative accommodations, subject to any termination provisions of this Lease.
- d. In the event repairs are not made, or alternative accommodations are not provided in accordance with this section, rent may be abated in proportion to the seriousness of the damage and loss in value as a Dwelling Unit. NO ABATEMENT OF RENT SHALL OCCUR IF THE RESIDENT REJECTS ALTERNATIVE ACCOMMODATIONS OR IF THE DAMAGE WAS CAUSED BY THE RESIDENT, RESIDENT'S HOUSEHOLD OR GUESTS.

13. **UNIT INSPECTIONS.** MANAGEMENT has inspected the Dwelling unit prior to the commencement of the Lease and has identified no damp or wet building materials and knows of no mold, mildew or other fungal growth in the Dwelling Unit. However, mold and mildew spores are present throughout the natural environment and cannot be eliminated entirely from any dwelling place.

- a. **Move-In Inspection.** When RESIDENT moves in, MANAGEMENT and RESIDENT, or his/her representative, shall jointly inspect the Dwelling Unit and MANAGEMENT shall give RESIDENT a written inventory of the condition of the Dwelling Unit and the equipment therein. This inventory shall be signed by MANAGEMENT and RESIDENT.
- b. **Move-Out Inspection.** When RESIDENT moves out, MANAGEMENT, jointly with RESIDENT and/or representative, will inspect the Dwelling Unit and give RESIDENT a written statement of the charges for damage, if any, for which RESIDENT is responsible, in accordance with state law. If resident fails to appear for scheduled inspection appointment, RESIDENT is deemed to have waived his/her rights to be in attendance.
- c. **Other Inspection.** MANAGEMENT will inspect each unit at least once annually to determine compliance with the applicable programs requirements and/or other regulatory standards, as well as MANAGEMENT's Housekeeping Standards. MANAGEMENT may conduct special inspection(s) at least annually for housekeeping, unit conditions, preventative maintenance, routine maintenance, quality control, or if there is reasonable cause to believe an emergency exists.

14. **MANAGEMENT ACCESS TO DWELLING UNIT.** RESIDENT agrees that MANAGEMENT's duly-authorized agent, employee or representative may enter the dwelling for the following reasons:

- a. Upon a minimum 24-hour advance notification to the RESIDENT, MANAGEMENT will be permitted to enter the Dwelling Unit during reasonable hours to (i) perform routine inspections and maintenance, (ii) make improvements or repairs, or (iii) show the unit for re-leasing. A written statement specifying the purpose of MANAGEMENT's entry, delivered to the Dwelling Unit a minimum of 24-hour before such entry, shall be considered reasonable advance notification unless otherwise specified in Addendum 1.

- b. MANAGEMENT shall have the right to enter RESIDENT's Dwelling Unit without prior notice to RESIDENT if MANAGEMENT reasonably believes that an emergency exists which requires such entry.
- c. If RESIDENT and all other adult household members, if any, are absent from the Dwelling Unit at the time of MANAGEMENT's entry, MANAGEMENT must leave in the Dwelling Unit a written statement describing the date, time and purpose of such entry, and any emergency which necessitated the entry.
- d. If RESIDENT **makes a service request**, MANAGEMENT representatives may enter the Dwelling Unit in the event that RESIDENT and all adult members of the household are absent from the premises. At the time of entry, MANAGEMENT shall leave a written statement specifying date, time and purpose of entry, prior to leaving the premises.

15. **NOTICE PROCEDURES.** Except as otherwise provided in the lease, any notice to the RESIDENT shall be in writing and personally delivered to the RESIDENT or an adult member of the household residing in the Dwelling Unit or sent by pre-paid first-class mail, properly addressed to the RESIDENT. Notice to MANAGEMENT shall be in writing and delivered to the management office or sent by pre-paid first-class mail, properly addressed to MANAGEMENT. If RESIDENT is visually impaired, all notice will be made in an accessible format.

16. **TERMINATION OF LEASE**

- a. This lease may be terminated by RESIDENT at any time by giving Thirty (30) Day written notice as specified in Section 15.
- b. If RESIDENT terminates the lease, he/she agrees to move promptly and leave the unit in a clean and good condition until the keys are returned to MANAGEMENT'S office.
- c. If, through any cause, a signer of the Lease ceases to be a member of the RESIDENT household, this Lease shall terminate and a new lease will be signed by the responsible remaining member(s) of the household, so long as the household remains eligible for continued occupancy.
- d. If the RESIDENT transfers to another MANAGEMENT-operated Dwelling Unit or a unit owned and operated by the Housing Authority, this lease shall terminate and a new lease is to be executed by RESIDENT for the Dwelling Unit into which the household is to move.
- e. Except as provided in subparagraphs (b) and (c) of this section **and any applicable lease addendum**, MANAGEMENT shall not terminate or refuse to renew the lease other than for any member of the household's serious or repeated violation of material terms of the lease. Such serious or repeated violation of terms shall include, but not be limited to the following:
 - i. RESIDENT's failure to make payments due under the lease, fulfill his/her RESIDENT obligations, or for other good cause;
 - ii. Violation of Federal, State or local laws that impose obligations in connections with the occupancy or use of the housing premises ;
 - iii. Repeated late payment of rent;

- iv. Failure to pay utility bills when RESIDENT is responsible for paying such bills directly to the utility supplier;
- v. Misrepresentation of the household's principle place of residency, income, assets, or composition;
- vi. Discovery after admission of facts that made the resident ineligible;
- vii. Discovery of material false statements or fraud by the resident in connection with an application for assistance or with reexamination of continued occupancy. Program abuse or fraud refers to a single act or a pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead;
- viii. Failure to accept the MANAGEMENT's offer of a lease revision to an existing lease within the specified time period, provided that written notice of the offer of the revision is provided at least 30 calendar days before the lease revision is scheduled to take effect, **unless otherwise specified in any applicable lease addendum;**
- ix. Failure to timely supply any certification, release, information, or documentation of household income or composition when requested by MANAGEMENT;
- x. Serious or repeated damages to the Dwelling Unit, or the creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
- xi. Criminal activity on or off the premises by RESIDENT, household member, or guest(s), or any criminal activity engaged in or near the premises by any visitor or other person under RESIDENT's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents,
- xii. Drug-related criminal activity engaged on or off the premises by RESIDENT, member of the household, or guest(s), or any drug-related criminal activity engaged in or near the premises by any visitor or other person under the RESIDENT's control;
- xiii. Illegal drug use by a household member that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- xiv. RESIDENT or household member's conviction of manufacturing or producing methamphetamine on the premises of federally assisted housing;
- xv. Discovery after admission of facts, that RESIDENT, household member, guest(s), or other person under RESIDENT's control failed to disclose previous criminal activity, drug-related criminal activity, or other repetitive and/or serious criminal activity that threatened the health, safety or right to peaceful enjoyment of other persons;
- xvi. Engaging in abuse or pattern of abuse of alcohol that MANAGEMENT determines interferes with the health and safety or right to peaceful enjoyment of the premises by other residents;
- xvii. Weapons or illegal drugs seized in the Dwelling Unit or on the premises by the law enforcement officer (s);

- xxviii. Any fire on the premises caused by the RESIDENT, household members' or **guest's intentional actions** or neglect;
 - xxix. Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers;
 - xxx. Repeatedly acting or speaking in an abusive or threatening manner toward neighbors, guests, vendors and/or MANAGEMENT's staff;
 - xxxi. Material violation of any applicable banning, curfew, and/or loitering regulations imposed by MANAGEMENT;**
 - xxxii. RESIDENT's failure to promptly notify MANAGEMENT of any **actual or perceived** extended absences;
 - xxxiii. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or violating a condition of probation or parole imposed under Federal or State law.
 - xxxiv. Allowing a person registered as a sex offender pursuant to California Penal Code §290 or similar statute to be present in the Dwelling Unit, common area, grounds, or parking areas of any project site at any time; and
 - xxxv. Being deemed a registered sex offender pursuant to California Penal Code §290 or under any other provision of California or Federal law.
- f. The Lease, RESIDENT'S occupancy, and other assistance hereunder will not terminate solely because RESIDENT (or an affiliated individual of the RESIDENT as such term is defined in 24 CFR 5.2003) is the victim of criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a household member, guest, or other person under RESIDENT'S control **if the Dwelling Unit receives housing assistance through a HUD program covered by the Violence Against Women Act**.
 - g. Except as otherwise provided in the Lease and any applicable lease addendum, MANAGEMENT shall give RESIDENT 30 day written notice of termination of the lease.
 - h. In the event the Dwelling Unit occupied by the RESIDENT under this lease is determined to be uninhabitable, this Lease shall automatically terminate.
 - i. The agreements of this Lease and any rights given to MANAGEMENT under this lease shall continue and remain in full force and effect, even if MANAGEMENT fails to insist upon the strict performance of any lease provisions in any one or more instances. MANAGEMENT'S receipt of rent with the knowledge of RESIDENT's breach of any covenant or condition hereof shall not be deemed a waiver of such breach. MANAGEMENT'S waiver of any Lease provisions must be expressed in writing and signed by MANAGEMENT, its representative or agents.

17. FAIR HOUSING, EQUAL OPPORTUNITY, **EQUAL ACCESS AND PROTECTION FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING. HUD regulations regarding fair housing, equal opportunity, and equal access found in**

24 CFR 5.105 shall apply to this Lease. If the Dwelling Unit receives housing assistance through a HUD program covered by the Violence Against Women Act, HUD's regulations in 24 CFR Part 5, Subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) shall also apply to this Lease.

18. **ATTORNEYS' FEES.** Unless otherwise specified or prohibited by other program regulations applicable to the Dwelling Unit, RESIDENT agrees to pay a reasonable attorney's fee and court costs in the event RESIDENT loses any court action to enforce any terms and conditions of this lease by MANAGEMENT.

19. **CHANGES TO LEASE.** This Lease, including all addenda, together with any future adjustments of rent or Dwelling Unit, is the entire agreement between MANAGEMENT and RESIDENT. No changes herein shall be made except in writing, signed and dated by both parties except as provided for in this Lease.

20. **PROGRAM SPECIFIC REQUIREMENTS AND LEASE ADDENDA.** RESIDENT is aware that the property may contain various types of subsidized housing units. RESIDENT will be required to comply with all program requirements applicable to his or her unit beginning from the start of RESIDENT's occupancy. The following lease addenda are attached to and were incorporated into this lease before it was signed:

- Addendum 1: Fresno Housing Authority Public Housing / Housing Choice Voucher/ Project-Based Voucher Tenancy Addendum
- HUD Tenancy Addendum - Section 8 Tenant-Based Assistance Housing Choice Voucher Program
- HUD Tenancy Addendum - Project-Based Voucher Program
- Housing Choice Voucher Statement of Family Responsibility
- Low Income Housing Tax Credit (LIHTC) Lease Addendum
- Occupancy Addendum (tax credit requirements)
- CA Low Income Housing Tax Credit (LIHTC) Lease Rider
- Conditions of Occupancy (House Rules)
- City/County HOME Addendum
- Violence Against Women Act Protections and Certification
- Violence Against Women Act Lease Addendum
- Smoke Detector Addendum
- Smoke-Free Policy Addendum
- Grilling Addendum
- Mold Notification Addendum
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- Bedbug Addendum
- Pet Policy/ Pet Agreement
- Policy on Drug and Alcohol Use
- Schedule of Utility Charges
- Schedule of Rents and Maintenance Charges
- Other: _____
- Other: _____

The California Department of Justice, Sheriff's Departments, Police Departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service

Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community or residence and ZIP Code in which he or she resides

I/WE THE RESIDENT(S) WHOSE SIGNATURE(S) APPEARS IMMEDIATELY BELOW, HAVE READ AND DO UNDERSTAND AND HEREBY AGREE TO THE PROVISIONS OF THIS LEASE AND THE CONDITIONS OF OCCUPANCY SET FORTH IN THIS LEASE. I/WE HEREBY FURTHER AGREE THAT FAILURE TO OBSERVE AND FOLLOW SAID LEASE PROVISIONS AND CONDITIONS OF OCCUPANCY WILL BE JUST AND PROPER CAUSE FOR THE TERMINATION AND CANCELLATION OF THIS LEASE BY MANAGEMENT. I/WE HEREBY FURTHER AGREE THAT, UPON EXPIRATION OF THE TIME LIMIT CONTAINED IN ANY WRITTEN NOTICE OF CANCELLATION FROM MANAGEMENT REPRESENTATIVE, I/WE WILL VACATE THE PREMISES COVERED BY THIS LEASE WITHOUT DISTURBANCE OR DELAY. I/WE ALSO UNDERSTAND THAT THIS LEASE CONTAINS A PROVISION FOR THE AUTOMATIC RENEWAL FOR SUCCESSIVE TERMS OF ONE CALENDAR MONTH EACH, UNLESS TERMINATED BY THIRTY- (30) DAYS WRITTEN NOTICE BY RESIDENT, OR THIRTY- (30) DAYS WRITTEN NOTICE BY MANAGEMENT, OR AS OTHERWISE STATED HEREIN.

Dated this ____ day of _____, 20__

RESIDENT: _____
Head of Household

RESIDENT _____
Other Adult

RESIDENT: _____
Other Adult

RESIDENT _____
Other Adult

MANAGEMENT: _____
Owner/Agent

BOARD MEMO

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1331 Fulton Mall

Fresno, California 93721

TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 

CEO/Executive Director

DATE: December 15, 2017

BOARD MEETING: December 19, 2017

AGENDA ITEM: 10f

AUTHOR: Emily De La Guerra

SUBJECT: Consideration of the 2018 Operations and Housing Assistance
Payments Budgets

Executive Summary

The purpose of this memo is to provide information to the Boards of Commissioners regarding the Agency's 2018 annual budgets for Agency Operations and Housing Assistance Payments for the Housing Choice Voucher program. These budgets set forth the expected revenues and expenses for the Agency by program, department, and division. The attachment provided with this memo shows the consolidation of over 80 programmatic budgets combined into six Agency divisions. Each budget, separately and together as a whole, is intended to ensure that the Fresno Housing Authority remains fiscally sound while investing in the Agency's future, and delivering services in accordance with our mission statement.

2018 Budget for Agency Operations

Over the past several years, there has been a continuous decline in federal funding for low-income housing programs. This disinvestment at the federal-level means that the Agency must continue to diversify its revenue streams, create efficiencies in its operations, and find creative ways to reduce expenses without causing detriment to our clients or our community. The goal of this budget is to provide a scenario to the Boards that continues to strengthen the Agency's internal operations and make key investments in our community, infrastructure, and human capital, while still facing uncertainty around funding levels for 2018.

Attached is the finalized draft of the budget. The proposed draft for Agency Operations has revenues of \$41.4 million, and operating and non-operating expenses totaling \$39.9 million, resulting in total net income of approximately \$1.5 million dollars. Staff is requesting to draw \$442 thousand from unrestricted reserves in 2018 to continue the investment in several strategic priorities, including Resident Services, Asset Management, Employee Retention and Program & Policy Impact Analysis. While it is always our goal to operate in a financially sustainable manner and retain the Agency's reserves, it is in the best interest of the Agency and our community to continue these key investments

into 2018, despite funding uncertainty. Furthermore, as FY 2017 comes to a close, year-end projections for net income are better than originally budgeted, adding approximately \$800 thousand to unrestricted reserves. Every effort was made during this budget process to operate more efficiently and effectively in the coming year. Ensuring long-term fiscal stability, preserving key assets, and improving quality of life for residents continues to be the main goal of the Fresno Housing budget.

	Total 2018 Budget
NET TENANT INCOME	8,236,116
TOTAL INTEREST INCOME	873,684
TOTAL OTHER INCOME	1,773,135
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,741,439
TOTAL DEVELOPER FEE INCOME	4,979,660
TOTAL HUD GRANT INCOME	14,407,358
TOTAL OTHER GRANT INCOME	2,391,148
TOTAL INCOME	41,402,540
TOTAL PAYROLL EXPENSES	18,670,648
TOTAL ADMINISTRATIVE EXPENSES	12,393,555
TOTAL TENANT SERVICES EXPENSES	1,290,674
TOTAL UTILITY EXPENSES	2,326,523
TOTAL MAINTENANCE EXPENSES	2,751,137
TOTAL TAXES & INSURANCE EXPENSES	542,584
TOTAL EXPENSES	37,975,120
NET OPERATING INCOME	3,427,419
TOTAL NON-OPERATING EXPENSES	1,957,088
NET INCOME	1,470,331
UNRESTRICTED NET INCOME	(441,488)

The highlights and assumptions for the 2018 Operations budget are as follows:

- The annual pro-ration for Administrative Fee Revenue is conservatively budgeted at 75% of eligibility for the Housing Choice Voucher (HCV) program. The 2017 Budget included a 75% pro-ration, and the Agency is currently receiving an 80% for FY 2017. Additionally, a 98% lease-up rate is budgeted for the HCV program in 2018, which further drives HCV Administrative Fee revenue.
- Operating subsidy for the Public Housing program is budgeted at 93% of eligibility for FY 2018, which is the amount that was received in 2017 and was recommended by Republicans in the House and the Senate for the FY 2018 budget.

- Developer Fees are budgeted at \$5.0 million for projects including Fresno RAD, Marion Villas, Fultonia/Cedar Heights, Firebaugh Gateway, Legacy Commons, Fenix @ Calaveras, Cueva de Oso, Oak Grove and Paseo 55.
- The recommended budget projects 234 regular full-time employees for 2018. This is an increase from our 2017 budget of 231 employees.

Additional information regarding the 2018 Agency Operations Budget will be presented at the Boards of Commissioners meeting.

2017 Budget for Housing Assistance Payment

Housing Assistance Payments (HAP) are the subsidies paid to landlords on behalf of tenants participating in the Housing Choice Voucher program (formerly known as “Section 8”) and the Shelter Plus Care program. Expected revenues for 2018 are \$75.3 million and expenses of \$79.2 million, utilizing approximately \$3.9 million of restricted HAP reserves. These reserves are restricted by HUD, and can only to be used to make HAP payments to landlords. Currently, the Agency has approximately \$7.4 million dollars in restricted HAP reserves, which would leave \$3.5 million remaining after 2018.

Program	Total HAP Revenue	Total HAP Expenses	Total HAP Reserve Usage
HCV	74,014,727	(77,908,237)	(3,893,510)
SPC 1-4	1,253,313	(1,253,313)	-
Total	75,268,040	(79,161,550)	(3,893,510)

Fiscal Impact

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

- Total net income to the Agency for 2018 would be \$1.5 million dollars.
- Utilization of unrestricted reserves would be \$442 thousand dollars.
- Restricted net assets in the Housing Choice Voucher program would decrease by \$3.9 million dollars.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopted the 2018 budget for Agency Operations, and the 2018 budget for Housing Assistance Payments.

RESOLUTION NO. _____

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

RESOLUTION ADOPTING THE 2018 HOUSING AUTHORITY'S ANNUAL OPERATING
BUDGET AND THE 2018 HOUSING ASSISTANCE PAYMENTS BUDGET

WHEREAS, the Annual Operating Budget and the Housing Assistance Payments Budget for the Fresno Housing Authority for the fiscal year beginning January 1, 2018 and ending December 31, 2018 has been presented for adoption before the Boards of Commissioners of the Housing Authority of the City of Fresno at its open public meeting on December 19, 2017; and

WHEREAS, the Annual Operating Budget as presented for adoption reflects total revenues of \$41,402,540.00 and total expenses of \$39,932,209.00; and

WHEREAS, the Housing Assistance Payments Budget as presented for adoption reflects total revenues of \$75,268,040.00 and total expenses of \$79,161,550.00; and

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the City of Fresno adopt the Annual Operating Budget and the Housing Assistance Payments Budget beginning on January 1, 2018 and ending on December 31, 2018.

PASSED AND ADOPTED THIS 19th day of December 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE COUNTY OF FRESNO

**RESOLUTION ADOPTING THE 2018 HOUSING AUTHORITY'S ANNUAL OPERATING
BUDGET AND THE 2018 HOUSING ASSISTANCE PAYMENTS BUDGET**

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AYES:

NOES:

ABSTAIN:

ABSENT:

Preston Prince, Secretary of the Boards of Commissioners

	Core	Instrumentalities	Planning & Development	Assisted Housing	Housing Management	Affordable Housing	Total 2017 Budget	Core	Instrumentalities	Planning & Development	Assisted Housing	Housing Management	Unrestricted Properties	Total 2018 Budget	Variance: 2017 Budget to 2018 Budget	
NET TENANT INCOME	-	-	-	-	5,537,820	2,031,872	7,569,692	-	-	-	-	5,935,766	2,300,350	8,236,116	666,424	9%
TOTAL INTEREST INCOME	-	850,800	-	(141)	77,017	-	927,676	7,000	866,667	-	-	17	-	873,684	(53,992)	-6%
TOTAL OTHER INCOME	940,298	430,400	25,752	919,954	133,866	27,555	2,477,825	808,000	177,299	20,000	710,822	14,014	43,000	1,773,135	(704,690)	-28%
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,225,798	150,000	-	10,900	78	-	8,386,776	8,441,439	300,000	-	-	-	-	8,741,439	354,663	4%
TOTAL DEVELOPER FEE INCOME	-	-	5,185,792	-	-	-	5,185,792	-	-	4,979,660	-	-	-	4,979,660	(206,132)	-4%
TOTAL HUD GRANT INCOME	-	-	-	9,066,938	4,969,291	-	14,036,229	-	-	-	9,491,065	4,916,293	-	14,407,358	371,129	3%
TOTAL OTHER GRANT INCOME	-	-	-	2,251,613	827,645	30,420	3,109,678	-	-	-	1,354,390	1,000,338	36,420	2,391,148	(718,530)	-23%
TOTAL INCOME	9,166,096	1,431,200	5,211,544	12,249,264	11,545,717	2,089,847	41,693,668	9,256,439	1,343,966	4,999,660	11,556,277	11,866,428	2,379,770	41,402,540	(291,128)	-1%
TOTAL PAYROLL EXPENSES	5,941,548	-	1,194,986	6,668,740	2,847,970	273,951	16,927,195	7,135,977	-	1,285,953	6,891,221	3,026,970	330,528	18,670,648	1,743,453	10%
TOTAL ADMINISTRATIVE EXPENSES	3,414,896	609,800	1,804,394	5,408,146	2,387,791	156,774	13,781,801	3,445,759	237,825	1,583,998	4,741,805	2,170,765	213,403	12,393,555	(1,388,246)	-10%
TOTAL TENANT SERVICES EXPENSES	53,000	-	-	1,697,019	16,880	4,835	1,771,734	50,000	-	-	899,843	335,581	5,250	1,290,674	(481,060)	-27%
TOTAL UTILITY EXPENSES	176,850	-	-	62,000	1,870,791	196,355	2,305,996	173,427	-	-	-	1,882,686	270,410	2,326,523	20,527	1%
TOTAL MAINTENANCE EXPENSES	532,456	35,000	6,690	46,783	1,495,430	544,350	2,660,709	404,862	25,000	3,000	44,354	1,922,431	351,490	2,751,137	90,428	3%
TOTAL TAXES & INSURANCE EXPENSES	29,890	18,300	2,583	3,493	353,356	27,554	435,176	23,720	8,900	1,000	7,900	460,962	40,101	542,584	107,408	25%
TOTAL EXPENSES	10,148,640	663,100	3,008,653	13,886,181	8,972,218	1,203,819	37,882,611	11,233,745	271,725	2,873,951	12,585,122	9,799,395	1,211,182	37,975,120	92,509	0%
NET OPERATING INCOME	(982,544)	768,100	2,202,891	(1,636,917)	2,573,499	886,028	3,811,057	(1,977,306)	1,072,241	2,125,709	(1,028,845)	2,067,033	1,168,588	3,427,419	(383,638)	-10%
TOTAL NON-OPERATING EXPENSES	195,000	-	-	222,737	969,849	373,484	1,761,070	-	500	-	120,000	1,226,954	609,634	1,957,088	196,018	11%
NET INCOME	(1,177,544)	768,100	2,202,891	(1,859,654)	1,603,650	512,544	2,049,987	(1,977,306)	1,071,741	2,125,709	(1,148,845)	840,079	558,954	1,470,331	(579,656)	-28%
UNRESTRICTED NET INCOME	(1,177,544)	-	2,202,891	(1,859,654)	-	512,544	(321,763)	(1,977,306)	-	2,125,709	(1,148,845)	-	558,954	(441,488)	(119,726)	37%

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 Fresno, California 93721
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www.fresnohousing.org

EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners
 Fresno Housing Authority

DATE: December 14, 2017

BOARD MEETING: December 19, 2017

FROM: Preston Prince
 CEO/Executive Director

AGENDA ITEM: 11

AUTHOR: Staff

SUBJECT: Directors Report – December 2017

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

Development Project Overview

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

Development Project Overview

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	45

Feníx @ Glenn/ Fenix @ Calaveras	Stabilization	240-250 N. Calaveras Street and 146 N. Glenn Avenue, Fresno, CA	30
Legacy Commons Phase I	Stabilization	Walnut/Edison West Fresno, CA	64
Cueva de Oso at William Shockley Plaza	Stabilization	1445 Peach Street, Selma, CA	48
Paseo 55	Stabilization	1233 & 1245 G St, Reedley, CA	55
Renaissance at Parc Grove	Under Construction	Clinton and Angus, Fresno, CA	40
Legacy Commons Phase II	Under Construction	2255 S. Plumas, Fresno, CA	64
Memorial Village	Under Construction	302 K St, Sanger, CA	48
Magill Terrace	Pre-Dev December 2017 Closing	401 Nelson, Fowler, CA	60
Oak Grove	Pre-Dev March 2018 Closing	595 Bigger Street, Parlier, CA	56
Chinatown Project	Pre-Dev Dec. 2017 TCC Application	Mariposa & F Streets, Fresno, CA	57
North Fulton Street Project	Pre-Dev Jan. 2018 AHSC Application	1331 Fulton Street, Fresno, CA	127
Blackstone/Simpson Project	Pre-Dev Jan. 2018 AHSC Application	3039 N. Blackstone, Fresno, CA	45

HMD Update

City of Fresno						
Property	Total # of Units	Total Vacant	Current Occupancy	Notice to Vacate	Approved Apps	Net Occupancy
CITY AMP 1 (SW Fresno)						
Sequoia Courts	60	0	100%	1	0	98%
Sequoia Courts Terrace	76	1	99%	1	0	97%
Monte Vista Terrace	44	1	98%	0	0	98%
CITY AMP 2 (SW Fresno)						
Sierra Plaza	70	1	99%	2	0	96%
Fairview Heights	74	0	100%	2	0	97%
Sierra Terrace	26	0	100%	2	0	92%
Desoto II	27	1	96%	0	0	96%
HOP Scattered	7	4	43%	0	0	43%
Mixed Family (Fresno)						
Garland Gardens	50	1	98%	2	0	94%
Cedar Courts & Inyo	191	3	98%	0	1	99%
Viking Village	39	1	97%	0	0	97%
Pacific Garden	55	2	96%	0	1	98%
Yosemite Village	68	3	96%	0	0	96%

City of Fresno Continued							
Property	Total # of Units	Total Vacant	Current Occupancy	Notice to Vacate	Approved Apps	Net Occupancy	
CO AMP 1 (Pinedale/Highway City)							
Pinedale Apartments 28-24	50	4	92%	1	0	90%	
Pinedale Apartments 28-32	30	0	100%	0	0	100%	
DeSoto Gardens	40	0	100%	0	0	100%	
Marcelli Terrace	24	0	100%	0	0	100%	

Special Programs						
Property	Total # of Units	Total Vacant	Current Occupancy	Notice to Vacate	Approved Apps	Net Occupancy
(Fresno)						
Trinity	20	1	95%	0	0	95%
Alta Monte	29	2	93%	0	0	93%
Santa Clara	69	2	97%	0	1	99%
Sierra Terrace (RAD)	46	0	0%	0	0	RAD To Legacy

Mariposa Meadows	40	0	100%	0	0	100%
Emergency Housing	30	0	100%	0	0	100%
Fresno County						
Property	Total # of Units	Total Vacant	Current Occupancy	Notice to Vacate	Approved Apps	Net Occupancy
CO AMP 2 (Selma/Sanger/Fowler/Del Rey)						
Magill Terrace	19	5	74%	0	0	RAD
Del Rey Complex	29	1	97%	0	0	97%
Laton Apartments	20	0	100%	0	0	100%
Wedgewood Commons	64	1	98%	0	0	98%
Sanger HOP	7	2	71%	0	0	71%
CO AMP 3 (Reedley/Parlier/Orange Cove)						
Sunset Terrace	20	0	100%	0	0	100%
Oak Grove Apts	49	4	92%	0	0	RAD
CO AMP 4 (Firebaugh)						
Mendoza Terrace	50	1	98%	1	0	96%
Mendoza Terrace II	39	1	97%	0	0	97%
Firebaugh Elderly	30	2	93%	1	0	90%
Cardella Courts	32	1	97%	0	0	97%
CO AMP 5 (Kerman/Biola/Mendota)						
Helsem Terrace	40	0	100%	0	0	100%
Biola Apartments	12	0	100%	1	0	92%
CO AMP 6 (Huron/San Joaquin)						
Cazares Terrace	24	1	96%	0	0	96%
Cazares Terrace II	19	2	89%	1	0	84%
Huron Apartments	20	4	80%	0	0	80%
County of Fresno Continued						
Taylor Terrace	28	1	96%	0	0	96%
San Joaquin Apartments	20	1	95%	0	0	95%
Mixed Family & Special Programs (County)						
Cueva de Oso	47	0	100%	0	0	100%
Paseo 55	55	0	100%	0	0	100%
Memorial Village	0	0	0%	0	0	Under Construction
Sunset Terrace II Mkt.	20	6	70%	0	0	70%
Orange Cove RAD	87	2	98%	1	0	97%
Citrus Gardens	30	1	97%	2	0	90%
Orchard Apartment (F/L)	40	2	95%	1	0	93%
Parlier Migrant Center	131	130	1%	0	0	Seasonal
Mendota RAD	123	2	98%	2	0	97%
Mendota Farm Labor	60	2	97%	0	0	97%
Granada Commons	15	1	93%	0	0	93%
Rio Villas	29	0	100%	0	0	100%
Firebaugh Family Apts	34	0	100%	1	0	97%
Maldonado Plaza	64	14	78%	2	0	Seasonal
Parkside Apts	50	2	96%	2	1	94%

HMD OPERATIONS

Paseo 55 (Trailside Terrace) – The property is now 100% occupied. The last building was released in late November and was immediately filled. There is an office located on the property to provide accessibility to the residents. We are currently recruiting for a Property Specialist who will also live on-site at the complex.

Magill Terrace – The residents of Magill Terrace in Fowler are preparing to temporarily relocate while the property is under construction. The new development will add 40 units for a total of 60 and will include a community center and on-site staff as well.

Parlier Migrant Center – The operating season at the Migrant Center has ended for the year. There were 3 extensions to the normal operating season, which resulted in the season ending in November. All units have now been vacated. Staff is concluding annual reports and preparing the complex for the 2018 operating season.

Housing Choice Voucher (HCV) Update – Pre-Inspections

As of October 13, 2017, the HCV inspections division conducted 73 pre-inspections. Of the 73 pre-inspections conducted, 38 units were leased to families, thus far, who needed to use their housing voucher before it expired. Owner Services worked diligently to enter all new HAP Contracts without delay.

Available units were listed on the GoSection8 website as pre-inspected along with all other available listings. While Resident Services staff assisted with phone banking families searching for housing, they also made families aware of all available listings on GoSection8.com.

The pilot program was designed to match persons searching for housing with units that had already been Housing Quality Standard (HQS) approved. The Department received feedback from landlords that they hoped the pre-inspection process will continue. Staff are extending the pilot for an additional 60 days for further assessment.

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.

Housing Choice Voucher (HCV) Leasing Update

During the month of November, the following leasing activity took place for the HCV City and County programs.

HCV City

In the month of November, 500 City applicants were randomly selected and scheduled to attend criminal background checks November 13th through November 16th; 253 or 51%, of applicants attended.

- 281 applicants attended initial eligibility interviews from the draws done in October.
- 308 families attended briefings to receive their vouchers.
- There were 183 City applicants who leased up in November.

HCV County

In the month of November, staff worked on applicant files drawn in previous months.

- 126 applicants attended initial eligibility interviews from the draws done in October.
- 127 families attended briefings to receive their vouchers.
- There were 85 County applicants who leased up in November.

Resident Services

Cultiva La Salud

Site(s): Oak Grove Apartments, Parlier CA, Kings River Commons, Reedley CA

Fresno Housing Authority partnered with Cultiva La Salud. Representatives came out to two county sites. Workshops were held at Oak Grove Apartments in Parlier and Kings River Commons in Reedley. A total of 31 residents attend the workshops. The topics were choice of drinks and physical activity.

Several drinks were on display along with a visual of how much sugar was in each container. The presentation focused on different drinks that are consumed and the amount of sugar and calories they have. Residents were given hand outs to share with their families. The residents signed a pledge to make healthy positive changes within their households.





Representatives from Cultiva La Salud also visited Kings River Commons to present to the youth residents in Reedley. The focus for this workshop was physical activity. The representatives demonstrated how to check pulse for heart rate. The workshop was moved outdoors to show the young resident how the heart rate increases based on activity. The representatives along with the young residents did some cardio outdoors.



Resident Services

Birthday Celebrations

Site(s): Wedgewood Commons, Sanger CA

Per the request of the residents at Wedgewood Commons, a gathering was held to celebrate November birthdays. The individuals with birthdays also invited family and friends. A total of 20 residents attended. Lunch and beverages were provided for the residents. Two of the residents coordinated and offered to play their instruments during the gathering. The residents really enjoyed the entertainment and some of the residents offered to join in and sang their favorite songs. The residents are eager to plan their December event which will include holiday festivities.



Harvest Gathering:

Site(s): Parkside-Huron, Rios Terrace-Mendota & Rio Villas-Firebaugh

A Harvest Lunch Gathering was hosted by Centro La Familia in the Parkside-Huron & Rios Terrace-Mendota communities to celebrate the holiday. Centro La Familia also donated 20 holiday baskets for residents to share with their families.

A Harvest Thanksgiving dinner was hosted by Mendota Boys and Girls Club for their members and their families. Families were able to get together and share their thoughts on what they are thankful for in 2017.

A Thanksgiving Dinner at Rio Villas-Firebaugh was coordinated by the residents. They were invited and encouraged to bring, share and talk about their favorite dish and memory about thanksgiving.



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.

Effort in this area are ongoing and will be reported as outcomes are achieved.

PARTNERSHIP

Overview

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

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

Project	Organization	Role
Renaissance at Parc Grove	WestCare	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
Permaculture at Yosemite Village and Santa Clara	Fresno Metro Ministries Natural Resources Conservation Service	Partners in the development of the community gardens and a permaculture farm - grant fund acquisition and program management
Transformative Climate Communities: Solar and Energy Efficiency	GRID Alternatives Fresno EOC	Partners in the submission of TCC funding applications
Car Sharing Program	Fresno Black Metro Chamber of Commerce Shared Mobility Center	Partners in the submission of a TCC funding application and the design of a multiple stakeholder car sharing network

	Latino Equity Advocacy Policy (LEAP) Stantec Inspiration Transportation	
TCC Planning Grant	Southwest Fresno Community Development Corporation Fresno Council of Governments	Partners in the submission of the TCC planning grant

National Initiative Built for Zero

The Fresno Madera Continuum of Care (FMCoC) participates in the national initiative Built For Zero (BFZ). This initiative assists seventy-five (75) communities across the nation to end Veteran and chronic homelessness using data and innovative strategies. Strategies include perfecting the By Name List (BNL); therefore, that the community can identify all homeless households, decreasing inflow to homelessness using/creating prevention resources and increasing placement in permanent housing. In October 2017, sixteen (16) households were placed in permanent housing; with 392 households housed since January 2015. The FMCoC had 116 individuals on the Chronic Homeless BNL and 150 Veterans on the Veteran By Name List. These lists represent individuals who have expressed an interest in housing and are working through the process with community Navigators.

MANAGEMENT GOALS

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

Sustainability

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

Human Resources

The Agency’s annual Open Enrollment kicked off on Wednesday, November 29, 2017 and ended on Wednesday, December 13, 2017. The same medical plans and rates were offered to staff for their 2018 elections as were offered for 2017, with only a minimal increase in dental and life insurance costs.

HR Director Scott Fetterhoff and HR Manager Summer Nunes attended the annual CalPELRA (California Public Employers and Labor Relations Association), where they attended informative and valuable sessions on the topics of performance management, workplace diversity & inclusion, conducting investigations, and winning the war for talent. HR leadership will review learnings from the conference, and apply to 2018 goal and priority-setting plans.

The Human Resources Department is currently recruiting for positions within the Housing Management, Housing Choice, and IT Departments.

There were no new hires or promotions to announce for the month of November.

IT

Information Technology

Bobby Coulter, Senior Manager – ITS and Wayne Vangyi, System Administrator, attended a CenCal Cyber Security Consortium meeting in early December. The goal of the conference was to introduce local technologists to Law Enforcement staff from the Governor’s Office of Emergency Services who deal directly with Cyber threat detection and prevention.

IS

Information Systems

Cassie Morgan, Sr. Database Administrator and Juanita Banuelos, Database Administrator attended the 2017 Fair Housing Data Conference. The conference focused on using data to support HUD’s Affirmatively Furthering Fair Housing (AFFH) Rule. Participants discussed topics such as; local data sources, data sharing, and reporting requirements.

Administrative Services & Procurement

The Procurement Department is completing the evaluation stage of a Request for Proposal (RFP) for a licensed general contractor/construction manager (GCCM) for the Chinatown and Blackstone & Simpson Projects. The Agency is pleased to report it received proposals from the following five firms: Brown Construction, Johnston Contracting, Quiring Construction, Seals Construction, and Zumwalt Construction. Each proposal was evaluated by a committee that consisted of Fresno Housing Staff, and three outside stakeholders, including two local business owners. After the initial evaluation was complete, the Agency conducted a best and final round of evaluations with Brown Construction, Johnston Contracting, and Quiring Construction. The highest ranked proposers were Brown Construction and Johnston Contracting.

The Procurement Department is partnering with the Housing Management and Facilities Departments to complete a property analysis for janitorial service. Over the course of the next few weeks, Procurement, Facilities, and Housing Management departments will develop a scope of work and vendor requirements before issuing a Request for Proposal for janitorial services.

The Facilities Department is also working with the Housing Management Department to complete a fleet analysis of current vehicles for future fleet purchase or lease and service options.

Structure

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

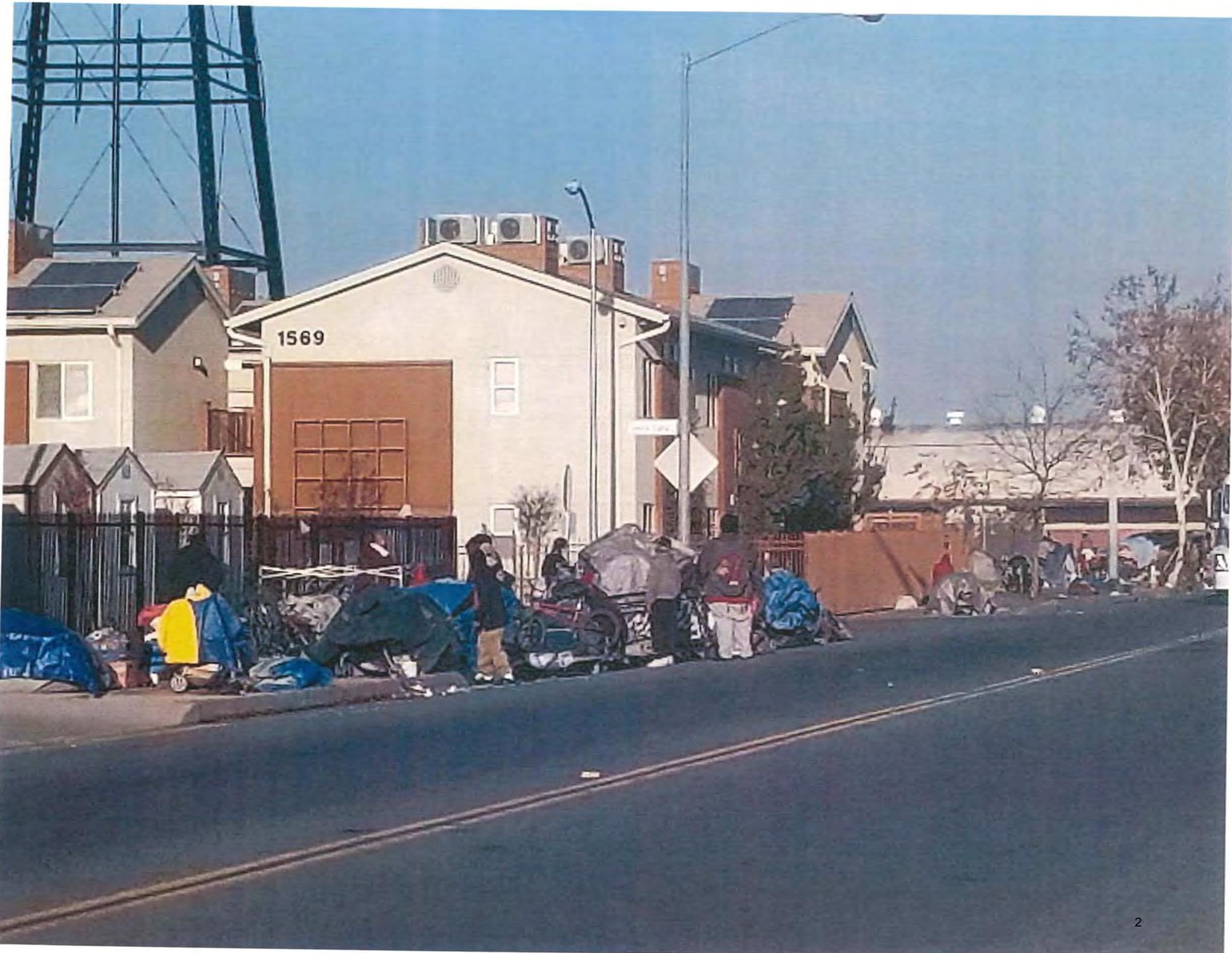
Effort in this area are ongoing and will be reported as outcomes are achieved.

Strategic Outreach

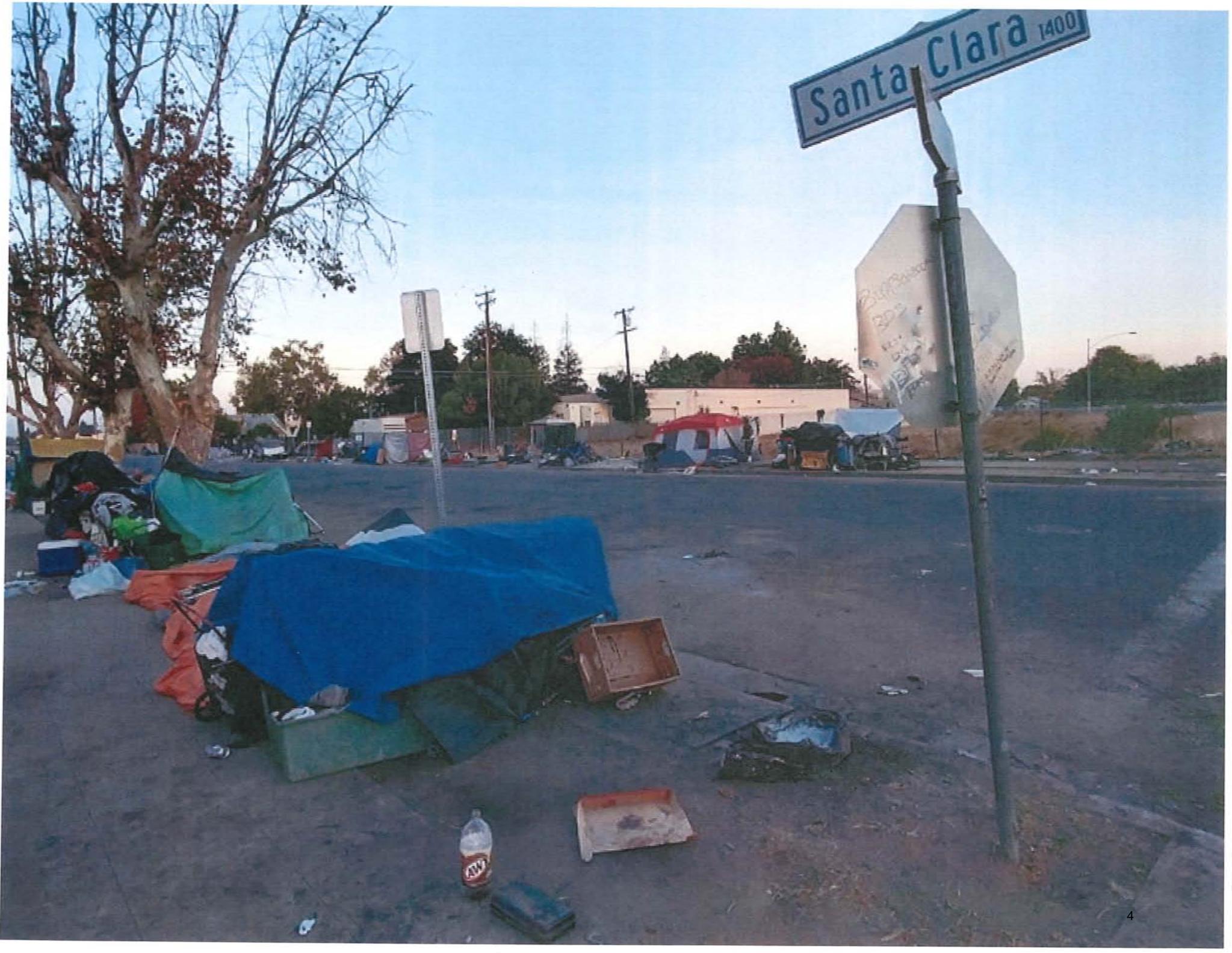
Heighten agency visibility, facilitate community dialogue about housing solutions; and build support for the agency and quality affordable housing.

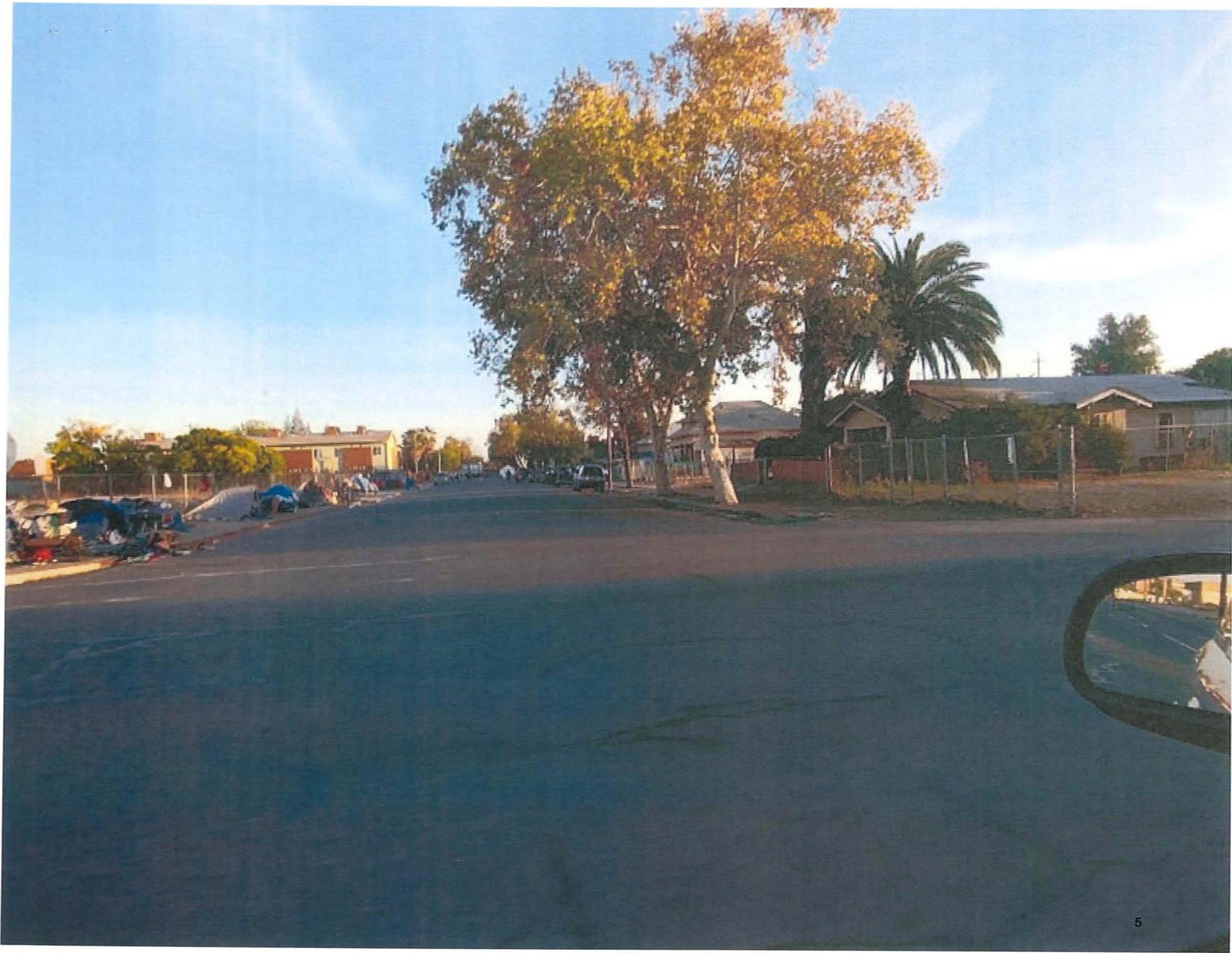
Effort in this area are ongoing and will be reported as outcomes are achieved.

Addendums
December 19, 2017

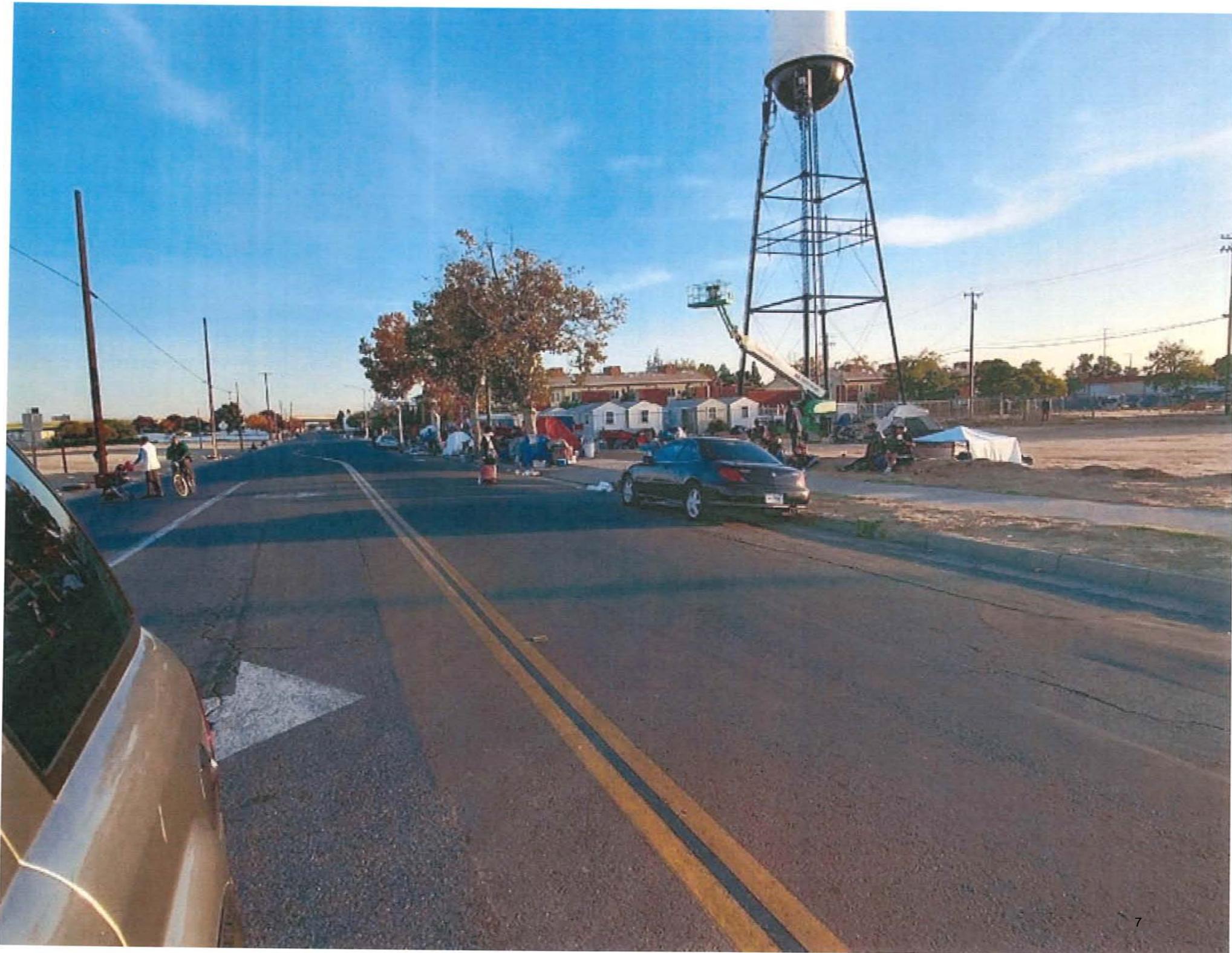
















Mixed Finance Properties – 2018 Budgets

*Fresno Housing Authority
Boards of Commissioners Meeting
December 19, 2017*

'Mixed Finance' Properties

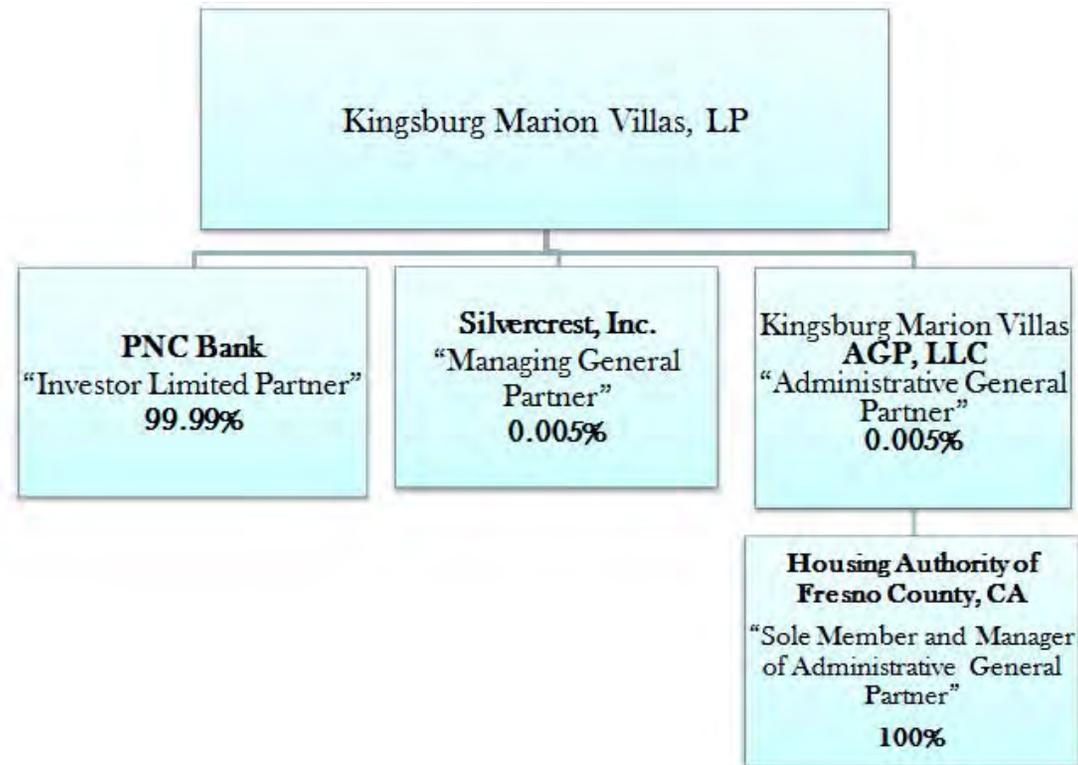
What are they?

- Properties owned by a limited partnership.
- Originally sponsored and developed by the Housing Authority.
- Mixed finance means that several funding sources were used to develop the properties (examples: Tax Credits, HRFC, private mortgage, HOME funds, etc...).

Why are we involved?

- Silvercrest, Inc. (an instrumentality of the HA) is the Managing General Partner of the limited partnerships, and is responsible for on-going operations of the partnership.
- The Agency and its subsidiaries (Silvercrest, HRFC) have a vested interest in the properties.
- Properties fulfill Agency's mission to create affordable housing.

Sample Ownership Structure – Marion Villas



Summary of Mixed Finance Properties

- Twenty-five (25) properties are included in the 2018 Budgets (approx. 1,700 units)
 - Villa Del Mar (2002)
 - Elderberry (2004)
 - Yosemite Village (2008)
 - Parc Grove Commons II (2010)
 - Granada Commons (2010)
 - Pacific Gardens (2011)
 - Renaissance at Trinity (2011)
 - Renaissance at Santa Clara (2011)
 - Renaissance at Alta Monte (2011)
 - Bridges at Florence (2012)
 - Parc Grove Commons NW (2012)
 - SE Fresno RAD (2013)
 - Mendota RAD (2013)
 - Orange Cove RAD (2013)
 - Kings River Commons (2014)
 - City View @ Van Ness (2014)
 - Viking Village RAD (2014)
 - Marion Villas (2015)
 - Fultonia/Cedar Heights (2016)
 - Paseo 55 (2017)
 - Legacy Commons (2017)
 - Rio Villas (2017)
 - Cueva De Oso (2017)
 - Fenix @ Calaveras (2017)
 - Sanger Memorial Village (2018)

Budgeting for Property Success

	2017	2018
High Performers (NOI > \$500/Unit)	8	21
Standard Performers (NOI \$50-\$500/Unit)	10	3
Low Performers (NOI < \$50/Unit)	5	1
Total	23	25

- Each property is managed as a separate and independent financial entity.
- At the very least, each property should break even each year (Net Operating Income or NOI should be > 0).
 - NOI vs Cash Flow
- Note the change from 2017 to 2018 property budgets
 - 15 Properties as standard or low performers in 2017 versus 4 in 2018
 - Better rent projections & rent increases at some sites
 - Restructure of site staff

2018 Budget Goals

- The major goals of the 2018 budgets are to:
 - Achieve positive net operating income on all properties
 - Leverage the well-performing assets in order to provide maximum benefits to lenders, partners, and stakeholders
 - Meet stabilization requirements for newer properties (2016-2018 deals)
 - Maintain and modernize properties, as needed
 - Provide ample resident services

2018 Budgets – High Performers

	Parc Grove Northwest	Rio Villas	Parc Grove Commons II	Legacy Commons I	City View @ Van Ness	Elderberry	Fenix @ Calaveras
	148	30	215	64	45	75	30
TOTAL INCOME	1,392,874	274,536	1,876,800	496,560	331,622	429,490	201,120
TOTAL EXPENSES	743,670	151,368	1,102,019	273,795	208,510	255,266	132,191
NET OPERATING INCOME	649,204	123,169	774,781	222,765	123,112	174,224	68,929
TOTAL NON-OPERATING EXPENSES	399,300	30,651	345,656	19,200	110,476	55,512	9,000
CASH FLOW	249,904	92,518	429,125	203,565	12,636	118,712	59,929
NOI PER UNIT	4,387	4,106	3,604	3,481	2,736	2,323	2,298

	Granada Commons	Kings River Commons	Orange Cove RAD	Viking Village	Mendota RAD	Fulton/Cedar Heights	Pacific Gardens
	16	60	90	40	124	45	56
TOTAL INCOME	142,177	418,746	759,160	329,333	1,093,408	313,116	384,393
TOTAL EXPENSES	107,514	295,206	596,450	261,017	897,127	248,304	308,366
NET OPERATING INCOME	34,663	123,540	162,710	68,315	196,281	64,812	76,027
TOTAL NON-OPERATING EXPENSES	12,000	89,816	26,100	20,163	235,400	13,500	42,300
CASH FLOW	22,663	33,724	136,610	48,153	-39,119	51,312	33,727
NOI PER UNIT	2,166	2,059	1,808	1,708	1,583	1,440	1,358

	Villa Del Mar	Memorial Village	Southeast Fresno RAD	Marion Villas	Cueva del Oso	Yosemite Village	Bridges at Florence
	48	48	193	46	47	68	34
TOTAL INCOME	364,553	357,756	1,549,919	294,670	366,327	616,680	202,050
TOTAL EXPENSES	303,522	299,718	1,354,980	256,784	333,796	564,828	180,953
NET OPERATING INCOME	61,031	58,038	194,939	37,886	32,531	51,852	21,097
TOTAL NON-OPERATING EXPENSES	9,515	9,600	65,816	11,616	15,800	20,400	15,460
CASH FLOW	51,516	48,438	129,123	26,270	16,731	31,452	5,637
NOI PER UNIT	1,271	1,209	1,010	824	692	763	621

- Total of 21 properties with net operating income of \$3.3 million and projected cash flow of \$1.7 million.

2018 Budgets – Standard Performers

	Santa Clara	Alta Monte	Paseo 55
	70	30	55
TOTAL INCOME	604,724	275,028	364,921
TOTAL EXPENSES	590,386	267,104	354,373
NET OPERATING INCOME	14,338	7,924	10,548
TOTAL NON-OPERATING EXPENSES	20,700	8,700	16,200
CASH FLOW	-6,362	-776	-5,652
NOI PER UNIT	205	264	192

- Total of 3 properties with net operating income of \$33 thousand and projected cash flow of negative \$13 thousand.
 - *Cash flow is showing as negative due to contributions to reserve accounts*

*amounts shown are in millions of dollars

2018 Budgets – Low Performers

	Trinity
	20
TOTAL INCOME	202,840
TOTAL EXPENSES	202,766
NET OPERATING INCOME	74
TOTAL NON-OPERATING EXPENSES	5,700
CASH FLOW	-5,626
<i>NOI PER UNIT</i>	<i>4</i>

- Total of 1 properties with net operating income of \$74 and projected cash flow of negative \$6 thousand.
 - *Cash flow is showing as negative due to contributions to reserve accounts*

2018 Budget

	2017 Budget	2018 Draft Budget
	1558	1697
NET TENANT INCOME	11,716,409	13,530,459
TOTAL OTHER INCOME	193,337	112,345
TOTAL INCOME	11,909,746	13,642,804
TOTAL PAYROLL EXPENSES	2,511,987	2,669,702
TOTAL ADMINISTRATIVE EXPENSES	1,977,940	1,965,623
TOTAL TENANT SERVICES EXPENSES	580,902	750,672
TOTAL UTILITY EXPENSES	1,521,521	1,786,582
TOTAL MAINTENANCE EXPENSES	1,794,832	2,560,202
TOTAL TAXES & INSURANCE EXPENSES	372,743	557,182
TOTAL EXPENSES	8,759,924	10,289,963
NET OPERATING INCOME	3,149,822	3,352,841
TOTAL NON-OPERATING EXPENSES	2,027,721	1,608,580
CASH FLOW	1,122,101	1,744,261
<i>NOI PER UNIT</i>	<i>2,022</i>	<i>1,976</i>

Waterfall Projections

Entity	2015	2016	2017 Projected	2018 Budget
HRFC	392,335	895,223	1,360,000	1,300,000
Silvercrest	60,123	258,685	280,000	300,000
Fresno Housing	56,394	1,084,423	315,000	500,000
Total	508,852	2,238,331	1,955,000	2,100,000

- Projected cash flow to be disbursed to Agency entities through the “waterfall”.

This items is informational for Fresno Housing Authority
Boards of Commissioners.

As the Managing General Partner, Silvercrest, Inc,. will be
asked to approve the 2018 Mixed Finance Budgets.

Questions or Comments?



Development Update: Fulton Street Site

December 19, 2017

North Fulton Street Site Concept (Fresno)



*Renderings shown reflect draft concept only

North Fulton Street Site (Fresno)



North Fulton Street Site

- Proposed project concept is a 15-story mixed-use workforce (Studios to 2 Bd.'s) affordable housing development with 127 units of housing; first floor retail and subgrade parking
 - Parking requirement is .5 spaces per unit
 - No residential density limit at this site
- Participated in a roundtable discussion on September 7th with representatives from the Strategic Growth Council, Department of Housing & Community Development, the California Tax Credit Allocation Committee and California Housing Finance Agency
- TCC Concept Proposal submitted Sept. 2017; ultimately the project was not selected for full application
- Staff applied for Site Plan approval to the City of Fresno Sept. 2017
- Met with Mayor and City of Fresno staff to discuss project week of December 11th
- Potential January 2018 AHSC Application

Questions?



Proposed Standard Lease, Public Housing Addendum, and Grievance Procedures

December 19, 2017

Lease for Public Housing

- Periodic review and update
- HUD establishes both required and prohibited provisions
- Requires Board approval
- 30 day written notice to affected residents

Substantial Changes required by recent HUD guidance

- Fair Housing and Violence Against Women Act protections
- Violence Against Women Act Addendum
- Flat Rents not available to 'mixed' households
- Resident obligations to refrain from smoking
- Hearing officer to be utilized for grievances
- Removal of arbitration language from grievance procedures

Items Under Review

- Banning
- Curfew and Loitering
- Termination of Lease
- Individual Relief of Utility Allowances
- Additional Termination Procedures.



Planning & Community Development

Action Items

December 19, 2017

Presentation Overview

- Action Items
 - 10.a. Increased Funding Request Commitments – Lowell (Fenix) Project
 - 10.b. Consideration of Funding Application Submission and Acquisition of Real Property – Chinatown
 - 10.c. Consideration of Application Submission and Funding Commitments – Blackstone & Simpson
 - 10.d. Consideration of the Purchase and Sale Agreement - 731 California Ave, Fresno, CA

Fénix at Calaveras Before (Fresno)



Fénix at Calaveras After (Fresno)



Fénix at Calaveras/Glenn (Fresno) – Increased Funding Commitment

- Fénix is a 30-unit multi-family, scattered site affordable housing development in Fresno's Lowell District.
- Twenty-two (22) units are located at a rehabilitated apartment complex on Calaveras Street, and 8 of the units are new construction on Glenn Avenue.
- Construction began December 7, 2015
- Constructed during time of rising construction pricing
- City of Fresno reduced HOME loan commitment
- Initial HRFC construction/permanent loan of \$1,457,536 with a 10% contingency (\$1,603,290 total)
- *Upon financial analysis Staff is requesting approval for an increased HRFC commitment of up to \$250,000, totaling \$1,853,290*

Fénix Sources and Uses

Fenix at Calaveras/Glenn Project Pro Forma

Pro Forma Sources and Uses		
Sources of Funds	<i>At Closing</i>	<i>Current</i>
Low Income Housing Tax Credit Equity	\$5,407,582	\$5,351,582
City of Fresno HOME Funds	\$1,200,000	\$1,200,000
Accrued/Deferred Interest	\$37,200	\$37,200
Deferred Developer Fee	\$200,000	\$200,000
HRFC	\$1,457,536	\$1,853,290
Accrued/Deferred Interest	\$60,245	\$60,245
General Partner Contribution	\$100	\$100
Total Sources of Funds	\$8,362,663	\$8,702,417
Uses of Funds	<i>At Closing</i>	<i>Current</i>
Acquisition Costs	\$1,038,000	\$1,038,000
Construction Costs	\$4,570,404	\$5,371,702
Offsite Construction	\$50,040	\$0
Contingencies	\$524,088	\$0
Soft Costs (Permits/Impact Fees, etc.)	\$153,619	\$226,958
Professional Fees/Relocation	\$888,999	\$804,515
Loan Interest/Fees	\$340,769	\$463,208
Reserves	\$75,200	\$76,490
Developer Fee	\$721,544	\$721,544
Total Uses of Funds	\$8,362,663	\$8,702,417

Item 10.a

- Approve a construction/permanent loan increase of up to \$250,000, for a total loan of up to \$1,853,290 from the Housing Relinquished Fund Corporation for the Fénix at Calaveras/Glenn Development

Chinatown Rendering (Fresno)



Chinatown Site (Fresno)



Chinatown – Infill Infrastructure Grant (IIG)

Application

- Concept project is proposed on .60 acres of vacant land near Downtown Fresno; 4-story mixed-use affordable housing development with 57 units of housing (studios to 3Bd.'s); first floor retail and parking
- Board ratified P&S Agreement August 2017
- Board authorized submission of TCC Concept Proposal to City of Fresno August 2017; Concept Proposal submitted September 2017
- Agency released RFP for General Contractor/Construction Manager (GC/CM)
- Concept proposal was selected by TCC Steering Committee at final vote on October 4, 2017; full TCC application submitted with City of Fresno to Strategic Growth Council December 6, 2017
- Board approved \$1m HRFC Funds October 11, 2017
- *Staff requesting approval to submit IIG Application January 2018*
- *Staff requesting approval to finalize acquisition of site January 2018*

Item 10.b

1. To submit grant applications for the Chinatown Housing Development including but not limited to HCD's Infrastructure Infill Grant program, Strategic Growth Council's Affordable Housing and Sustainable Communities program, the California Tax Credit Allocation Committee's LIHTC tax credit program, the California Debt Limit Allocation Committee's bond program, the City of Fresno HOME program, and the Federal Home Loan Bank's Affordable Housing Program
2. To approve acquisition of the property

Blackstone & Simpson Site (Fresno)



North Blackstone Avenue
East Simpson Avenue

MOB CUTS
BARBER SHOP

Denny's

Best Western Village Inn

U-Haul
Neighborhood Dealer

Popeyes
Louisiana Kitchen

EZ MART

A Star Smog Check

Bays Google

Most Wanted Tattoo

Potters Church

Blackstone & Simpson Site (Fresno)



Blackstone & Simpson Rendering (Fresno)



Blackstone and Simpson - Affordable Housing & Sustainable Communities (AHSC)

- Potential for rehabilitation of existing commercial and new construction of up to 45 affordable housing units
- Board approved Assignment of Purchase and Sale Agreement March 2017
- Board approved HRFC commitment of \$1.4 million June 2017
- Board approved authorization to proceed with acquisition June 2017; acquisition completed November 2017
- Application for Site Plan approval submitted to City of Fresno October 2017
- *Staff requesting approval to submit AHSC and other funding applications*
- *Staff requesting increased HRFC commitment of \$2 million*

Blackstone/Simpson Sources and Uses

Pro Forma Sources and Uses (DRAFT)	
Uses of Funds	
Construction Costs	\$12,368,700
Hard Cost Contingency	\$617,300
Acquisition	\$1,100,000
Professional Fees	\$734,664
Loan Fees and other Soft Costs	\$4,029,357
Reserves	\$117,095
Developer Fee	\$2,600,201
Total Uses of Funds	\$21,567,317
Sources of Funds	
	<i>Draft</i>
	<i>12/13/2017</i>
Tax Credit Equity	\$ 6,265,132
Conventional perm loan	\$ 413,000
HRFC Loan	\$ 2,000,000
Accrued/deferred interest	\$ 58,080
AHSC Affordable Housing Loan	\$ 7,156,076
AHSC Infrastructure Grant	\$ 2,200,000
GP Equity (Dev. Fee Contribution)	\$ 1,400,201
Infrastructure Infill Grant (application)	\$ 920,000
Impact fee waiver request	\$ 250,000
Financing Gap	\$ 904,828
Total Sources of Funds	\$21,567,317

Item 10.c

1. To submit grant applications for the Blackstone & Simpson project including but not limited to the Affordable Housing and Sustainable Communities program, the California Debt Limit Allocation Committee's bond program, the City of Fresno HOME program, the Federal Home Loan Bank's Affordable Housing Program, California Housing Finance Agency's CalHFA loan program and HCD's Infrastructure Infill Grant program
2. Approve an increase to the HRFC development loan from \$1,400,000 to \$2,000,000



Southwest Fresno Planning Area

Sierra Terrace

California Triangle

731 California

Desoto
I & II

Fairview

Finalize Acquisition of 731 California Ave, Fresno, CA 93706

- Parcel is 0.26 acres, vacant and undeveloped
- Boards approved submission of a bid at public auction at the November 28, 2017 meeting with minimum bid price of \$55,000
- Staff submitted the winning bid of \$81,000 at public auction on December 6, 2017
- *Staff is requesting an HRFC loan of \$85,000*
- *Staff is requesting approval to enter into a Standard Purchase Agreement with the Oversight Board and finalize the acquisition*

Item 10.d

- Authorize an HRFC loan of \$85,000
- Authorize entering into Standard Purchase Agreement and finalization of the acquisition for 731 California Avenue (APN 467-246-01T)

Questions?



2018 Budget Adoption
Agency Operations and Housing
Assistance Payments

Fresno Housing Authority
Boards of Commissioners Meeting
December 19, 2017



Overview

- Budget Development Timeline
- Budget Priorities and Considerations
- Post Budget Workshop Updates
- 2018 Agency Budget Overview
 - Agency Operating Budget
 - HAP (Housing Assistance Program)

2018 Budget Development Timeline

	July	August	September	October	November	December	January
	Planning		Preparation			Approval	
Operations		Programs and Staffing	Revenue and Expenditure Budgeting				
Finance	Budget Preparation and Training		Compile Funds and Roll Budget			Final Adjustments	
Executive		Strategic Planning	Review				
Board		Federal and Agency Budget Update		1st Draft of the Budget	2nd Draft of the Budget	Approval - Operations and HAP	Approval - Mixed Finance



Board Established Budget Priorities

<u>Priority</u>	<u>2018 Budget Amount</u>
Resident Services	
- Workforce Development	50,000
- Resident Safety	75,000
- Resident Scholarships	50,000
- Community Sponsorships	150,000
	325,000
Employee Attraction & Retention	
Become Employer of Choice	
- Tuition Reimbursement	75,000
- All-Staff Events	45,000
- Employee Appreciation Event	40,000
- Agency Training Resources	75,000
- Travel & Training for Staff	350,000
- Travel & Training for Board	50,000
	635,000
Leveraging Assets	
Asset Management	275,000
	275,000
Policy & Initiatives Impact Analysis	
Data Analysis	60,000
Policy Analysis	60,000
	120,000
Total Fiscal Impact	1,355,000

- Amounts listed are included in the 2018 Budget
- Items are based on Board-established priorities for the Agency, and can be modified based on 2018 goal planning

Post-Workshop Changes to the Budget

- Changes made to the Operating Budget, post-workshop:
 - Revised property tax expenses (Housing Management)
 - Updated insurance rates for 2018
 - Reallocation of central office costs to better reflect budgeted staffing



Board Provided Considerations

- Board feedback:
 - Prioritizing resident empowerment
 - Resident leadership and advocacy
 - Early goal setting workshop
 - Goal setting session
 - Establishing priorities early in budget development process for 2019

2018 Agency Operations Budget

	2018 Budget						Total Budget
	Core	Instrumen- talities	Planning & Development	Assisted Housing	Housing Management	Unrestricted Properties	
TOTAL INCOME	9.3	1.3	5.0	11.6	11.9	2.4	41.4
TOTAL EXPENSES	11.2	0.3	2.9	12.6	9.8	1.2	38.0
NET OPERATING INCOME	-2.0	1.0	2.1	-1.0	2.1	1.2	3.4
TOTAL NON-OPERATING EXPENSES		0.0		0.1	1.2	0.6	2.0
NET INCOME	-2.0	1.0	2.1	-1.1	0.8	0.6	1.5
UNRESTRICTED NET INCOME	-2.0	0.0	2.1	-1.1	0.0	0.6	-.4

- 2018 Operations Budget shows positive \$1.5 million in net income, and the use of \$441 thousand of unrestricted reserves.

Revenue Assumptions/Highlights

- HUD Grant Revenue (35% of Operating Budget)
 - HCV Admin Fees: 75% proration at a 98% lease-up rate
 - LIPH Operating Subsidy: 93% proration
- Net Tenant Income (20% of Operating Budget)
 - Planned 8% increase in 2018 due to better economy and higher wages
- Developer Fee Revenue (12% of Operating Budget)
 - Developer Fees planned for 9 projects

Agency Revenues

	Total 2017 Budget	Total 2018 Budget	% Variance
NET TENANT INCOME	7,569,692	8,236,116	9%
TOTAL INTEREST INCOME	927,676	873,684	-6%
TOTAL OTHER INCOME	2,477,825	1,773,135	-28%
TOTAL ADMIN & MANAGEMENT FEE INCOME	8,386,776	8,741,439	4%
TOTAL DEVELOPER FEE INCOME	5,185,792	4,979,660	-4%
TOTAL HUD GRANT INCOME	14,036,229	14,407,358	3%
TOTAL OTHER GRANT INCOME	3,109,678	2,391,148	-23%
TOTAL INCOME	41,693,668	41,402,540	-1%

- Overall -1%, or \$291,125, decrease in revenue from the 2017 budget
 - Affected by the timing of grants and developer fees
 - One time distribution from HSIC in 2017

Agency Expenditures

	Total 2017 Budget	Total 2018 Budget	% Variance
TOTAL PAYROLL EXPENSES	16,927,195	18,670,648	10%
TOTAL ADMINISTRATIVE EXPENSES	13,781,801	12,393,555	-10%
TOTAL TENANT SERVICES EXPENSES	1,771,734	1,290,674	-27%
TOTAL UTILITY EXPENSES	2,305,996	2,326,523	1%
TOTAL MAINTENANCE EXPENSES	2,660,709	2,751,137	3%
TOTAL TAXES & INSURANCE EXPENSES	435,176	542,584	25%
TOTAL EXPENSES	37,882,611	37,975,120	0%

- Overall, 2018 expenses are planned to be flat when compared with the 2017 budget
- Tenant services expenses reduced based on the timing of grant expenditures

Unrestricted Reserves

Unrestricted Reserves	\$ Change	Balance
2013 Financial Results	1,570,359	1,570,359
2014 Financial Results	1,368,730	2,939,089
2015 Financial Results	153,228	3,092,317
2016 Financial Results	261,439	3,353,756
<i>2017 Projected</i>	<i>818,523</i>	<i>4,172,279</i>
<i>2018 Budget</i>	<i>(441,448)</i>	<i>3,730,831</i>
Total Unrestricted Reserves	3,730,831	

- Staff is requesting to utilize \$441 thousand of reserves in 2018 to fund priority investments, leaving a balance of \$3.7 million at the end of 2018

Housing Assistance Payments

- Housing Assistance Payments are the funds we receive from HUD and then pay to the landlords who participate in the HCV, Mainstream 5 and Shelter Plus Care programs
- Tenants pay an average of 30% of their income to the landlord, and then the HAP payment is made to supplement the remainder.
- Budget is approved in December

Program	Total HAP Revenue	Total HAP Expenses	Total HAP Reserve Usage
HCV	74,014,727	(77,908,237)	(3,893,510)
SPC 1-4	1,253,313	(1,253,313)	-
Total	75,268,040	(79,161,550)	(3,893,510)

2017 HAP Reserves	7,368,763
2018 Budgeted Reserve Usage	(3,893,510)
Remaining HAP Reserves	3,475,253