



Boards of Commissioners Meeting

August 23, 2022

AGENDA

Regular Joint Meeting of the Boards of Commissioners of Fresno Housing

5:00 PM • AUGUST 23, 2022

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

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

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

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

Passcode: 570483.

Requests for additional accommodations for the disabled, signers, assistive listening devices, or translators should be made at least one (1) full business day prior to the meeting. Please call the Board Secretary at (559) 443-8493 or ExecutiveOffice@fresnohousing.org, TTY 800-735-2929.

PAGE #

1. Call to Order and Roll Call

2. Approval of agenda as posted

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

3. Public Comment and Presentations

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

4. Public Hearing 2023 Public Housing Agency Plans (Annual Plan, Admissions and Continued Occupancy Plan, Administrative Plan)

This is the required public hearing portion of the 2023 Agency Plans process that allows members of the public to provide comments/feedback related to these Plans.

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. Governance Matters

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

4

7. Consent Agenda

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

- a. Governance: Consideration of the Minutes of June 28, 2022 and July 26, 2022 11
Approval of the minutes of the Board Meetings.
- b. Consideration of Amendment to El Puente Agreement with Fresno County Department of Social Services 26
Approval of the Agreement Amendment to extend the term for up to 9 months.
- c. Consideration of Extension to Lease Agreement with the Veterans Administration for the use of the Parc Grove Commons Parking Lot 32
Approval of lease extension through August 2025.
- d. Consideration of Repair Services Agreement with the City of Fresno – Valley Inn Motel 38
Approval to execute Repair Services Agreement with the City of Fresno for Sage Commons (a.k.a. “Valley Inn”)
- e. Consideration for Approval to Apply for Environmental Protection Agency Technical Assistance Funding for Hyde Park Area Approval to apply for Technical Assistance Funds 65
Approval to pursue technical assistance funding from the U.S. Environmental Protection Agency Brownfield Funding for Hyde Site (formerly known as Hyde Park).
- f. Consideration for Approval to Execute Joe Serna Farmworker Grant Loan Authorization Resolution for Citrus Gardens 71
Approval to fund the rehabilitation of Citrus Gardens.
- g. Consideration for Approval to Enter Into a License Agreement for Mobile Showers with the City of Fresno for 1411 W. Thomas Avenue (Parkway Drive) 75
Approval of License Agreement with the City of Fresno to establish a mobile shower site in Fresno.
- h. Consideration for Approval to Enter Into a Purchase and Sale Agreement and Entity Formation with Silvercrest, Inc. for Parkside Inn (Golden State Triage) 85
Approval of the entity formation, property transfer and funding application submissions for the Parkside Inn (a.k.a. “Golden State Triage Center project”).

8. Staff Presentations and Discussion Items

- a. Update on 2023 Agency Plans 91
A presentation of the proposed changes to the 2023 Agency Plans including Board and public feedback received to date.
- b. 2022 Mid-Year Financial Results 98
An update for the Boards regarding the mid-year budget status.
- c. Update on Strategic Initiatives 102
An overview of the Agency’s strategic initiatives and partnerships, including Diversity, Equity, and Inclusion.
- d. Real Estate Development Update 103
An overview of activities and deliverables to date.
- e. Joint Organizational Structure Options Workshop 104
A workshop for the Boards facilitated by Ken Price, General Counsel.

9. Adjournment

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EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners
Fresno Housing Authority
DATE: August 18, 2022
BOARD MEETING: August 23, 2022
FROM: Tyrone Roderick Williams
Chief Executive Officer
AGENDA ITEM: 6a
AUTHOR: Various Staff
SUBJECT: August 2022 – Chief Executive Officer's Monthly Report

Executive Summary

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

PLACE

Overview

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

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

Development Project Overview

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

Name of Property	Status/Type	Address	Total Units	Percent Complete
The Monarch @ Chinatown	Under Construction	1101 F Street Fresno, CA	57	81%
Alegre Commons	Under Construction	130 W Barstow Avenue Fresno, CA	42	98%
Esperanza Commons (<i>fka Mendota Farm Labor</i>)	Under Construction	241 Tuft Street Mendota, CA	60	18%
Corazón del Valle Commons (<i>fka Huron RAD</i>)	Under Construction	Fresno and 12 th Street Huron, CA	61	15%
The Arthur @ Blackstone (<i>fka Blackstone/Simpson</i>)	Under Construction	3039 N Blackstone Avenue Fresno, CA	41	5%
Sun Lodge (<i>fka Day's Inn</i>)	Under Construction	1101 N. Parkway Drive Fresno, CA	64	5%
Citrus Gardens	Pre-Development 2021 Joe Serna, Jr. Awarded 1 st Round 2022 TCAC Award December 2022 Closing	201 Citrus & 451 10 th St. Orange Cove, CA	30	N/A
La Joya Commons (<i>fka Firebaugh Family</i>)	Pre-Development 2021 Joe Serna, Jr. Awarded Pending 2 nd Round TCAC Application; HCD HOME Application	1501 Clyde Fannon Road Firebaugh, CA	68	N/A
Avalon Commons Phase I (<i>fka Chestnut/Alluvial</i>)	Pre-Development Non-Competitive NPLH Awarded Pending City of Fresno Award Pending SuperNOFA MHP Application; 2 nd Round TCAC Application	7521 N. Chestnut Ave. Fresno, CA	60	N/A

Name of Property	Status/Type	Address	Total Units	Percent Complete
Step Up on 99 (fka Motel 99)	Pre-Development Homekey Awarded Pending HCD HHC Application Pending City of Fresno Award Pending SuperNOFA MHP Application; 2 nd Round TCAC Application	1240 & 1280 Crystal Ave Fresno, CA	63	N/A
Heritage Estates (fka Florence & Plumas)	Pre-development Pending City of Fresno PLHA Award; HOME Funds Award	Southwest Fresno-TBD	33	N/A
San Joaquin Commons-Phase I	Pre-Development	Corner of West Colorado Avenue & 5th Street, San Joaquin, CA 93660	51	N/A
California Avenue Neighborhood	Pre-Development Planning CNI Awarded	Southwest Fresno - TBD	TBD	N/A

Project Highlights

On July 28, 2022, Staff held a groundbreaking ceremony for Corazon del Valle Commons. In addition, Staff will be holding another groundbreaking ceremony for Sun Lodge this month on August 25, 2022.

FRESNO HOUSING PORTFOLIO - MANAGED ASSETS, 7/1/2022 – 7/31/2022			
	Total No. of Units	Total Vacant	Current Occupancy
CITY OF FRESNO			
City of Fresno	1120	21	97.85%
COUNTY OF FRESNO			
County of Fresno	1180	31	97.11%%
COUNTY OF FRESNO - SEASONAL			
Seasonal Properties	193	31	83.93%
Hold/In Construction	227	55	63.43%

Property Management

On August 2, 2022, Property Management Staff hosted National Night Out at 10 properties throughout the City and County of Fresno. The county sites included Orchard Commons and Oak Grove Commons in Parlier, Blossom Trail Commons in Sanger, and Cueva de Oso in Selma. Residents enjoyed conversations with staff and neighbors, food, games and raffles. Our young residents received drawstring bags filled with school supplies and a Fresno Housing water bottle. Thank you to everyone who joined us, we are grateful for everyone who participated.



PUBLIC

Overview

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

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

PARTNERSHIP

Overview

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

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

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

MANAGEMENT GOALS

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

Sustainability

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

Information Systems and Technology

The Innovation and Technology staff, along with staff from Property Management, activated additional components to Yardi’s web-based software, RENT Café. Using Yardi’s Rent Café module, residents at a pilot property, Viking Village, can initiate their Annual Recertification process online. In addition to various operational efficiencies gained using Rent Café (electronically managed paperwork, centralized information portal to heighten communication among team members, applicants, and residents, etc.), now residents can participate in the process from anywhere and at any time.

Innovation and Technology (IT) staff attended the 2022 Black Hat information cybersecurity conference. The conference provides attendees with technical training and information based on the latest research, development, and trends. Along with upgrades to infrastructure, the IT Department continues to fortify our systems to ensure safety and security.

Administrative Services and Procurement

Procurement Update:

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

“Three quote” projects include the following:

- **Executive Recruitment Firm** – 3 quotes obtained, pending contract execution.
- **Headsets for IT Department** - obtaining 3 quotes
- **Pacific Gardens Asphalt R&R** – 3 quotes obtained Pending contract execution

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

- **PBV Program (RFP)**: Solicitation is currently in planning stages and is set to post in September, 2022.
- **Step-up on 99 GCCM for Renovation, New Construction, & Site-Work (RFP)**: Solicitation was posted on July 13, 2022 and is set to close on August 25, 2022, allowing proposers the opportunity to review and submit proposals within six weeks.
- **Wedgewood Commons Interior Rehab (IFB)**: Awarded. Pending Contract Execution.
- **Wedgewood Commons Exterior Rehab (IFB)**: Awarded. Pending Contract Execution.

Side Tasks:

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

Human Resources

We are continuing to meet with our labor partners to develop a successor Memorandum of Understanding (MOU) for the represented staff. Once a tentative agreement has been ratified by the membership the MOU will be presented to the Board for approval.

Our monthly employee safety topic for August is Back Safety. During this month we will focus on several key components of back safety such as the importance of proper back support, exercising and light stretching of the back, ergonomic postures and leverage.

The fifth module of the Supervisor Academy titled “Labor and Employee Relations” was presented this month. During the workshop the participants reviewed the MOU in detail, gained a better understanding of their pivotal role in effective labor and employee relations and developed an understanding of the applicable legal framework. In addition, the participants developed an understanding of how the partnership with the labor contributes to the Agency’s culture.

Human Resources continues to work closely with department leadership and staff in coordinating team members' return to the office, processing telecommuting requests and preparing for the opening of the Central Office. In addition, the Human Resources department is conducting recruitments for the job titles noted below across the Real Estate Development, Housing Choice, Communications, and Property Management departments. Over the last month, 47 interviews have been conducted.

<u>Working Title</u>	<u>Internal/External?</u>	<u>Vacancies</u>	<u>Department</u>
Administrative Assistant	Both	1	Real Estate Development
Chief of Housing Choice Program and Initiatives	Both	1	Housing Choice
Communications Project Manager	Both	1	Administrative Services
Maintenance Tech	Both	5	Property Management
Property Specialist II	Both	3	Property Management
Senior Quality Assurance Analyst	Both	1	Housing Choice

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

<u>Date of Hire</u>	<u>Name</u>	<u>Title</u>	<u>Department</u>	<u>Location</u>
8/02/2022	Marilyn Garcia	Housing Specialist	Housing Choice	Central Office
8/02/2022	April Villanueva	Housing Specialist	Housing Choice	Central Office
8/02/2022	Angela Contreras-Acosta	Resident Empowerment	Resident Empowerment	Central Office
8/02/2022	Miguel Paz Ortiz	Maintenance Technician	Property Management	Parc Grove Commons III
8/15/2022	Adrina Vargas	Human Resources Assistant	Human Resources	Central Office

There are no promotions or transfers to announce at this time.

Structure

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

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

Strategic Outreach

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

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

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

Tuesday, June 28, 2022

5:00 P.M.

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

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

PRESENT: Adrian Jones, Chair
 Stacy Vaillancourt, Vice Chair
 Sabrina Kelley
 Caine Christensen
 Sharon Williams
 Ruby Yanez

ABSENT: None.

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

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

ABSENT: Nikki Henry, Vice Chair

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

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

Chair Catalano amended the agenda as follows:

Governance matters a and b moved to item number 8. Action will become 7, reports 8 and consent number 5.

There was no public comment.

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

MOTION PASSED: 5 – 0

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

MOTION PASSED: 4 – 0

3. PUBLIC COMMENT AND PRESENTATIONS

Public comment was given as follows:

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

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

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

4. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest announced at this time.

5. CONSENT AGENDA

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

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

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

MOTION PASSED: 5 – 0

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

MOTION PASSED: 6 – 0

6. STAFF PRESENTATIONS AND DISCUSSION ITEMS

- a. Update on Strategic Initiatives

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

Public comment was given as follows:

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

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

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

Commissioners thanked the members of the public who provided comments.

b. Real Estate Development Update

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

c. Overview of Financial Results for Mixed Finance Properties

Crystal Cox, Finance Manager, presented on this item.

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

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

7. ACTIONS

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

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

Public comment was given as follows:

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

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

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

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

MOTION PASSED: 5 – 0

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

MOTION PASSED: 6 – 0

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

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

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

MOTION PASSED: 5 – 0

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

MOTION PASSED: 6 – 0

8. GOVERNANCE MATTERS

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

In addition to the written report:

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

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

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

Public comment was given as follows:

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

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

b. Commissioners' report

Chair Catalano gave a report as follows:

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

9. ADJOURNMENT

*Joint Board Meeting
Action Minutes: 06.28.22 Minutes
Adopted:*

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 6:47 p.m.

Tyrone Roderick Williams, Secretary to the Boards of Commissioners

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

Tuesday, July 26, 2022

5:00 P.M.

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

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

PRESENT: Adrian Jones, Chair
 Sabrina Kelley
 Caine Christensen
 Sharon Williams

ABSENT: Stacy Vaillancourt, Vice Chair
 Ruby Yanez

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

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

ABSENT: Nikki Henry, Vice Chair

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

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

There was no public comment.

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

MOTION PASSED: 4 – 0

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

MOTION PASSED: 5 – 0

3. PUBLIC COMMENT AND PRESENTATIONS

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

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

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

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

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

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

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

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

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

4. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest announced at this time.

5. GOVERNANCE MATTERS

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

In addition to the written report:

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

Public comment was given as follows:

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

b. Commissioners’ report

Chair Jones gave a report as follows:

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

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

Chair Catalano gave a report as follows:

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

Commissioner Kelley gave a report as follows:

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

6. CONSENT AGENDA

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

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

MOTION PASSED: 5 – 0

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

MOTION PASSED: 4 – 0

7. STAFF PRESENTATIONS AND DISCUSSION ITEMS

- a. Update on 2023 Agency Plans

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

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

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

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

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

b. Update on Strategic Initiatives

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

c. Resident Safety Survey and Analysis Presentation

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

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

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

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

Public comment was given as follows:

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

d. Real Estate Development Update

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

Public comment was given as follows:

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

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

8. CLOSED SESSION

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

9. REPORT ON CLOSED SESSION ITEMS

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

10. ACTION

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

This item was tabled and no action was taken.

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

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

There was no public comment.

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

MOTION PASSED: 5 – 0

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

MOTION PASSED: 4 – 0

11. ADJOURNMENT

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

Tyrone Roderick Williams, Secretary to the Boards of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 7b
SUBJECT: County of Fresno – Department of Social Services Amendment of Agreement for Emergency Housing under the El Puente Program

AUTHOR: Michael Duarte
DEPARTMENT: Chief Real Estate Officer
MEMO DATE: Property Management
08/16/2022

Executive Summary

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

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

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

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

Recommendation

It is recommended that the Boards of Commissioners of Fresno Housing adopt the attached resolution approving the Amendment to the existing Agreement with the County of Fresno – Department of Social Services for the purpose of extending the emergency housing program contract and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their

FRESNO HOUSING

designee to negotiate and execute the Agreement Amendment with DSS; and further authorize entering into an agreement with Silvercrest for the use of Sierra Terrace Upper.

Fiscal Impact

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

Fiscal year 2017/2018 - \$498,501

Fiscal year 2018/2019 - \$672,162

Fiscal year 2019/2020 - \$691,257

Fiscal year 2020/2021 - \$710,924

Fiscal year 2021/2022 - \$731,181

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

Background Information

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23rd DAY OF August, 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary to the Boards of Commissioners

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23rd DAY OF August, 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary to the Boards of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 7c
SUBJECT: Consideration of Extension to General Services Administration Supplemental Lease Agreement – U.S. Department of Veterans Affairs

AUTHOR: Christina Husbands
DEPARTMENT: Real Estate Development
MEMO DATE: 08/16/2022

Executive Summary

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

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

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

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

Recommendation

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

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

FRESNO HOUSING

Street (APN 446-020-42T) and further authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection with the approved action.

Fiscal Impact

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

Background Information

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

Past Board Actions

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California, hereby authorizes an amendment to the General Services Administration Supplemental Lease Agreement with the U.S. Department of Veterans Affairs to allow for an term extension of thirty-six (36) months for the use of approximately 2.91 acres of vacant land at the Southwest corner of Clinton Avenue and Angus Street (APN 446-020-42T) and further authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection with the approved action.

PASSED AND ADOPTED THIS 23RD DAY OF AUGUST, 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, hereby authorizes an amendment to the General Services Administration Supplemental Lease Agreement with the U.S. Department of Veterans Affairs to allow for an term extension of thirty-six (36) months for the use of approximately 2.91 acres of vacant land at the Southwest corner of Clinton Avenue and Angus Street (APN 446-020-42T) and further authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection with the approved action.

PASSED AND ADOPTED THIS 23RD DAY OF AUGUST, 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 7d
SUBJECT: Consideration of Repair Services Agreement for Valley Inn (933 N Parkway Drive, Fresno, California)

AUTHOR: Dave Brenner
DEPARTMENT: Real Estate Development
MEMO DATE: 08/16/2022

Executive Summary

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

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

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

Recommendation

It is recommended that the Boards of Commissioners:

1. Approve and authorize entry into a Repair Services Agreement with the City of Fresno
2. Authorize execution of responsibilities as developer under the City of Fresno's Homekey 2 award
3. Authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute documents in connection with the approved action.

Fiscal Impact

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

Background Information

FRESNO HOUSING

Past Board Action

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

Exhibit A: Draft Repair Services Agreement

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

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

RECITALS

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

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

AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

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

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

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

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

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

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

4. Termination, Remedies, and Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Section shall survive termination or expiration of this Agreement.

10. Insurance.

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

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

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

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

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

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

11. Conflict of Interest and Non-Solicitation.

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

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

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

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

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

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

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

12. [Intentionally Omitted.]

13. General Terms.

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

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

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

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

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

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

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

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

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

15. Independent Contractor.

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

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

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

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

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

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

18. Assignment.

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

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

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

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

Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

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

22. Headings. The Section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

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

24. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

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

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

27. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

28. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

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

30. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire

and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Fresno Housing.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

EXHIBIT A
TERM, SCOPE, AND COMPENSATION

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

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

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

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

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

EXHIBIT B
Property Description

Legal Description

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

PARCEL 1:

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

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

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

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

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

PARCEL 2:

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

PARCEL 3:

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

PARCEL 4:

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

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

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

APN: 449-335-32

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR*

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

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

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

4. **EMPLOYER'S LIABILITY:**

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

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

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

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

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

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

VERIFICATION OF COVERAGE

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

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

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

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

Explanation: _____

 Signature

 Date

 Name

 Company

 Address

 City, State, Zip

Additional page(s) attached.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: August 23, 2022
AGENDA ITEM: 7e
SUBJECT: Approval for the City of Fresno to Submit a Technical Brownfield Assistance Grant on behalf of the Housing Authority of the City of Fresno, CA

AUTHOR: Eduardo Rodriguez
DEPARTMENT: Real Estate Development
MEMO DATE: August 16, 2022

Executive Summary

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

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

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

The Hyde Site, formally known as Hyde Park, has historically been used as a dump and is currently used as open space; and is also located in the West Fresno CAN Planning footprint. It's important to note that the CAN neighborhood has minimal public community recreational spaces, an issue repeatedly expressed in all Southwest Fresno planning efforts. The Hyde Site was purchased in 1907 by the City of Fresno with historical aerial photography from 1937 and early on showing evidence of dumping until at least 1954. By 1957 the Hyde Site was capped with dirt and established as a "Park." There are no records to show what materials were disposed of on the site or the process for capping. It should be noted that this was before the creation of common standards, and the site has not been in operation for over 65 years.

Recommendation

It is recommended that the Board of Commissioners of Fresno Housing adopt the attached resolution approving the necessary actions needed to move forward with the technical assistance application submissions for the Hyde Site (APN 477-060-097), and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection with the approved actions.

FRESNO HOUSING

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

Fiscal Impact

There are no fiscal impacts at the time.

Background Information

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

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

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF CITY OF FRESNO, CALIFORNIA

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23RD DAY OF AUGUST, 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23RD DAY OF AUGUST, 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 7f
SUBJECT: Approval of Joe Serna Loan Authorization Resolution for Citrus Gardens

AUTHOR: Scott Berry
DEPARTMENT: Real Estate Development
MEMO DATE: 08/10/2022

Executive Summary

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

Recommendation

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

Fiscal Impact

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

Background Information

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

Past Board Actions

FRESNO HOUSING

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

RESOLUTION OF THE MEMBERS OF
Orange Cove Citrus Gardens AGP, LLC

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

Joe Serna Jr., Farmworker Housing Grant Program

WHEREAS, the State of California Department of Housing and Community Development (the "Department") has issued a Notice of Funding Availability under its Joe Serna Jr., Farmworker Housing Grant Program ("FWHG") dated February 25, 2021; and

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

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

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

RESOLVED FURTHER: That in connection with the Borrower's FHWG **Grant**, the Limited Liability Company is authorized and directed to enter into, execute, and deliver, as the **managing** General Partner of the Borrower, a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the FHWG **Grant**, the Borrower's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement and certain other documents required by the Department as security for, evidence of or pertaining to the FHWG **Grant**, and all amendments thereto (collectively, the "FWHG **Grant** Documents").

RESOLVED FURTHER: That **Tyrone Roderick Williams, Chief Executive Officer of Orange Cove Citrus Gardens AGP, LLC** is hereby authorized to execute the FHWG **Grant** Documents, and any amendment or modifications thereto, on behalf of the Limited Liability Company as the **managing** General Partner of the Borrower.

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

Passed and adopted, effective as of _____, 20____ by the consent of the Members of the Limited Liability Company by the following vote:

___AYES

___NAYS

___ABSTAIN

___ABSENT

CERTIFICATE OF THE SECRETARY

The undersigned, Chief Executive Officer of **the Housing Authority of Fresno County, CA** does hereby attest and certify that the **foregoing** Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the Limited Liability Company which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Tyrone Roderick Williams
Chief Executive Officer

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 7g
SUBJECT: Entry into a License Agreement with the City of Fresno for the Provision of Mobile Showers at 1411 W. Thomas Avenue (APN 449-342-01)

AUTHOR: Dave Brenner
DEPARTMENT: Development Manager
MEMO DATE: Real Estate Development
08/16/2022

Executive Summary

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

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

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

Recommendation

It is recommended that the Boards of Commissioners:

1. Approve and authorize entry into a License Agreement with the City of Fresno for the purpose of establishing mobile showers
2. Authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee to negotiate and execute documents in connection with the approved action.

Fiscal Impact

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

Background Information

FRESNO HOUSING

Past Board Action

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

Exhibit A: Draft License Agreement

LICENSE AGREEMENT

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

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

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

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

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

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

[Signatures follow on the next page.]

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

Licensee:

CITY OF FRESNO,
A California municipal corporation

By: _____
[Name]
[Title]

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

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Attachment:
Exhibit A – Legal Description

Licensor:

HOUSING AUTHORITY OF THE CITY
OF FRESNO

By: _____

Name: _____

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

By: _____

Name: _____

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

REVIEWED BY:

EXHIBIT A

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 7h
SUBJECT: Authorization to Form an Ownership Entity for Parkside Inn (APN: 449-270-56) and Enter into a Purchase and Sale Agreement

AUTHOR: Dave Brenner
DEPARTMENT: Real Estate Development
MEMO DATE: 08/16/2022

Executive Summary

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

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

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

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

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

Recommendation

It is recommended that the Boards of Commissioners of Fresno Housing adopt the attached resolutions approving the actions needed to move forward with entity formation, property transfer and funding application submissions for the Parkside Inn, aka Golden State Triage Center project, and authorize Tyrone Roderick Williams, Chief Executive Officer, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection with the approved actions.

1. Authorize the Housing Authority of the City of Fresno, CA to enter into a Partnership Agreement with Silvercrest, Inc., wherein the Authority would act as the Administrative

FRESNO HOUSING

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

Fiscal Impact

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

Background Information

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

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

Past Board Actions

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

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST, 2022. Accordingly, I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST, 2022. Accordingly, I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 8a
SUBJECT: Update on the 2023 Agency Plans – Public Comment Period

AUTHOR: Lyric Aguigam,
Senior Policy Analyst
DEPARTMENT: Administrative Services
MEMO DATE: 08/16/2022

Executive Summary

The purpose of this memo is to provide the Boards of Commissioners with an update to the Agency Plan since it's been posted for public comment. As reported to the Board previously, the Agency commenced the 45-day public comment period for the 2023 Agency Plan on July 29, 2022. The comment period will close on September 12, 2022. The Agency Plans are available on our website for review at <http://fresnohousing.org/agencyplans>.

Public comments are welcomed via mail, email, or by phone. The direct email address and phone number has been made available to all FH residents by email, public notice, and also available on our website.

The Housing Choice Voucher department (HCV) and Housing Management Division (HMD) has held two separate Resident Advisory Board (RAB) meetings thus far with the applicable program participants on August 9, 2022 and August 10, 2022. The next RAB meetings will be held on September 7, 2022. All meetings are held via Zoom. Those not participating on RAB, may access the meeting on Facebook Live. "Office hours" are also being made available by telephone. The office hours are a time set aside to be available to residents and participants to review the Plans in general, to ask questions and to provide comments or suggestions to the Agency Plans. Residents are able to schedule a 15 minute period via "Microsoft Bookings". This information and link was provided to residents by email and website.

On August 9th and 10th, FH staff met with the LIPH and HCV Resident Advisory Board (RAB). No households were present to represent LIPH, and five (5) households were present to represent HCV at this meeting. During this meeting the process and role of the RAB committee was discussed along with an opportunity to comment or question FH's Agency Plans that are on display for public comment. During this meeting, the RAB members received a thorough explanation of what each of the Plans entail, in addition to the Proposed Summary of Changes for the Administrative Plan and the Admissions and Continued Occupancy Policy (ACOP) as presented to the public and the Boards in July. During the meeting, all members were advised of the timeline for comments.

Staff will continue to promote the meetings and welcome new RAB participation via social media and e-mail blast reminders.

As mentioned above, the Agency has a dedicated email account and phone line set up for comments. Thus far, all comments and questions received have been from email, Office Hours, and the August

FRESNO HOUSING

10th RAB meeting, where a resident showed interest in the Homeownership Program. The RAB Meeting minutes are attached. Residents did not provide suggested changes on the current drafts.

Calls and comments received outside of the RAB meeting have been from residents, potential residents, and FH staff. Staff continues to make sure to re-direct residents to the appropriate department when unrelated topics arise. Frequently Asked Questions and Public Comments will be posted to the Agency Plan webpage: <http://fresnohousing.org/agencyplans>.

Attachment:

- Public Housing Program - Resident Advisory Board Meeting Minutes
- Housing Choice Voucher Program – Resident Advisory Board Meeting Minutes

Recommendation

Informational only. No action is necessary.

Meeting Minutes
Resident Advisory Boards (RAB) of the
City & County Public Housing Program

Tuesday, August 9, 2022

5:00 P.M.

The Resident Advisory Board virtually met on Tuesday, August 9, 2022 via teleconference.

1. The Meeting was called to order at 5:10 p.m. to discuss Fresno Housing’s City and County 2022 Annual Plan and Admissions and Continued Occupancy Policy (ACOP). The following members were present:

PRESENT: **Public Housing**

N/A _____

ABSENT: **Public Housing**

Beatriz Acre-Castro

Rachel Finley

Michelle Gonzalez

Michelle Lockhart

Luz Casillas

Maria Fuentes

Also in Attendance Were the Following: Lyric Aguigam, Senior Policy Analyst; Hilda Reeves, Assistant Director of Property Operations; Fidel Contreras, Communications Project Manager; Bobby Coulter, Assistant Director of Innovation and Technology, Edgar Rodriguez, Senior Systems Administrator; Naizen Valencia, Spanish Interpreter; and Alicia Garza, ASL Interpreter; Aurora Ibarra, Assistant Director of the Housing Choice Voucher Program; Stephanie Moreira, Quality Assurance Senior Analyst.

2. **PRESENTATION (Also Conducted in ASL and Spanish)**
 - a. Introduction presented by Lyric Aguigam –
 - i. Welcomed all who attended the meeting.
 - ii. The meeting started with Fresno Housing (FH) staff introductions, a brief explanation of the function and purpose of the Resident Advisory Board, and Q&A directions.
 - iii. Noted how important their feedback is to the Agency Plan process.
 - b. Background/Timeline of Agency Plans Presented by Lyric Aguigam
 - c. ACOP 2023 Changes Presented by Hilda Reeves
 - i. Explained any significant changes, HUD regulatory changes, and/or staff recommendations.

- d. More information presented by Lyric Aguigam
 - i. Explains that residents can find more information on Public Comment and Agency Plans on the website: <http://fresnohousing.org/agencyplans>
- 3. AGENCY PLAN - RAB COMMENTS/QUESTIONS (0 questions):
- 4. ADJOURNMENT
 - a. There being no further business to be considered by Resident Advisory Board members, the meeting was adjourned at approximately 5:37 p.m.

Meeting Minutes
Resident Advisory Boards (RAB) of the
City & County Housing Choice Voucher Program

Wednesday, August 10, 2022

5:00 P.M.

The Resident Advisory Boards virtually met on Wednesday, August 10, 2022 via teleconference.

1. The Meeting was called to order at 5:02 p.m. to discuss Fresno Housing's City and County 2022 Annual Plan and Housing Choice Voucher Administrative Plan. The following members were present:

PRESENT: Housing Choice Voucher Participants

Jacqueline Henry
Nicole Brown
Gail Pechal
Veronica Gonzaga
Mary Barajas

ABSENT: Housing Choice Voucher Participants

Alberta Paleo
Amber Benton
Angela Reina
Angelica Ramirez
Annette Powe
Celeste Robles
Connie Barrera
Crystal Rocha
Crystal Smith
Deborah Williams
Donna Boston
Edward Hudson
Elida Gonzales
Estela Serna
Hyasha Anderson
James Walls
Jeannie Lopez
Jenny Garcia
Latisha Woods

Maria Alvarez
Mary Fuentes
Michael Fuller
Michelle Gonzales
Michelle Hambrick-Patterson
Michelle Lockharts
Nichole Lucero
Roseanna Montoya
Salina Barbo
Sandra Herrera
Sonja Rogers
Suzanne Bracamontes
Tamika Mckenzie
Tyrone Jordan

Also in Attendance Were the Following: Lyric Aguigam, Senior Policy Analyst; Aurora Ibarra, Assistant Director of the Housing Choice Voucher Program; Yolanda Keiser, Housing Choice Voucher Manager; Fidel Contreras, Communications Project Manager; Bobby Coulter, Assistant Director of Innovation and Technology, Edgar Rodriguez, Senior Systems Administrator; Cristina Lopez, Spanish Interpreter; and Alicia Garza, ASL Interpreter; Corey Brooks, Quality Assurance Coordinator; Christine Muro, Housing Programs Manager; Kelly Sullivan, Quality Assurance Coordinator.

2. **PRESENTATION (Also Conducted in ASL and Spanish)**

- a. Introduction presented by Lyric Aguigam –
 - i. Welcomed all who attended the meeting.
 - ii. The meeting started with Fresno Housing (FH) staff introductions, a brief explanation of the function and purpose of the Resident Advisory Board, and Q&A directions.
 - iii. Noted how important their feedback is to the Agency Plan process.
- b. Background/Timeline of Agency Plans Presented by Lyric Aguigam
- c. Administrative Plan 2023 Changes Presented by Aurora Ibarra
 - i. Explained any significant changes, HUD regulatory changes, and/or staff recommendations.
- d. More information presented by Lyric Aguigam
 - i. Explains that residents can find more information on Public Comment and Agency Plans on the website: <http://fresnohousing.org/agencyplans>

3. **AGENCY PLAN - RAB COMMENTS/QUESTIONS (1 question):**

Question: I believe they was a program through Fresno Housing Authority called the Home Ownership Program but it ended around 2014. Is there any plans to restart this program?

Answer: *We're currently updating the regulations that cover the program now. But before, there wasn't too much activity. When we do submit the new plan with new regulations to HUD, we will*

use that program to sell the remaining 7 Homeownership Program homes that are detailed in the Annual Plan.

4. ADJOURNMENT

- a. There being no further business to be considered by Resident Advisory Board members, the meeting was adjourned at approximately 5:27 p.m.

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 8b
SUBJECT: 2022 Mid-Year Financial Results

AUTHOR: Crystal Cox
DEPARTMENT: Finance
MEMO DATE: 08/16/2022

Executive Summary

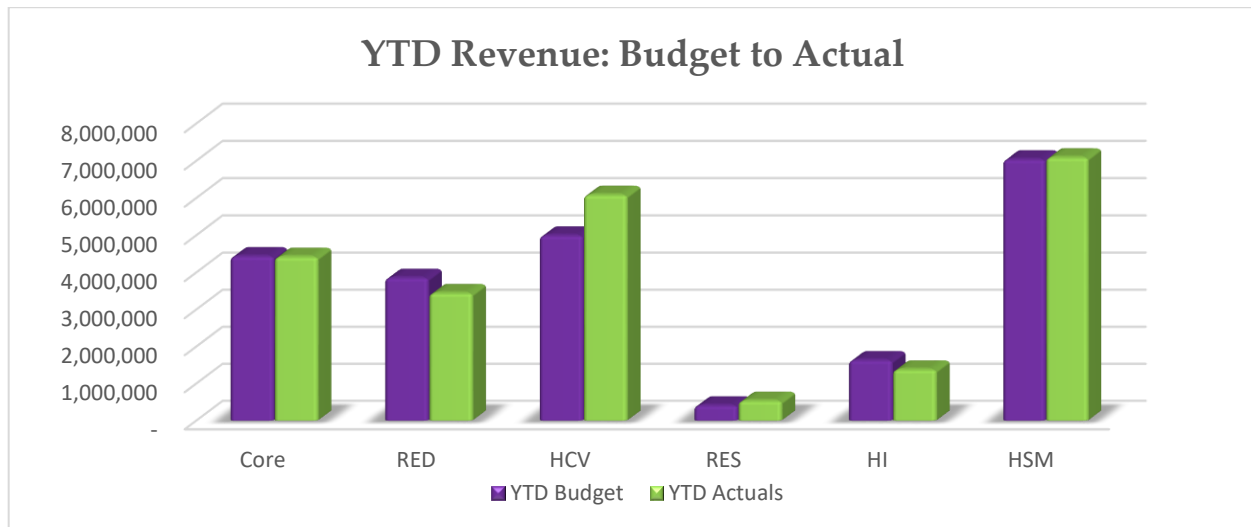
The purpose of this update is to present an overview of the financial operating results as of June 30, 2022. The attached financial report shows the consolidation of all Agency operational budgets combined into six divisions. Projections have been incorporated into the year-to-date budget to account for the timing of cash flows and known variable expenses. These adjustments were based on historical trends and the most current information available.

The 2022 Operating Budget was approved by the Boards of Commissioners in December 2021, with total revenues of \$45.5 million and total operating expenses of \$44.9 million. As of June, total revenues are \$594 thousand more than anticipated at \$23 million through June. Total operating expenses are \$21.1 million, which is \$581 thousand less than budgeted. This puts net operating income at \$1.2 million, which is \$1.1 more than budgeted. As of June, the Agency has utilized \$532 thousand in unrestricted reserves, which is \$404 thousand more than budgeted at this point in the year. The majority of the variance in unrestricted net income is mainly due to timing delays in the receipt of Developer fees. Staff expects this variance to decrease once Developer Fees are received in the second half of the year.

OPERATING BUDGET	Annual Budget	YTD Budget	YTD Actuals
TOTAL INCOME	45,504,398	22,373,575	22,967,729
TOTAL EXPENSES	44,884,012	21,685,769	21,104,832
NET OPERATING INCOME	620,386	687,806	1,862,897
TOTAL NON-OPERATING EXPENSES	1,101,083	550,542	645,317
NET INCOME	(480,697)	137,264	1,217,580
UNRESTRICTED NET INCOME	(406,701)	(127,489)	(531,885)

FRESNO HOUSING

Agency Revenue

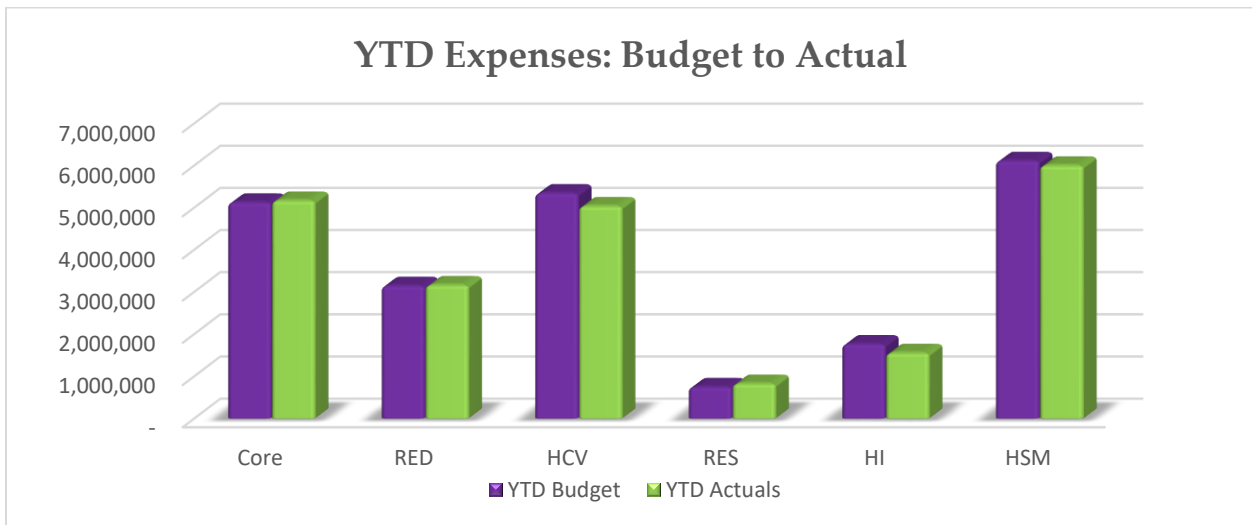


Overall, year-to-date revenue is \$23 million, which is 3% more than the year-to-date budget, largely due to an increase in HUD Grant Income.

- **CORE:** Other income is higher than budgeted due to the receipt of administrative fees for a refinancing loan.
- **RED:** Developer Fees were received for Solivita Commons in June. Developer Fee income is less than budgeted due to the timing of how fees are collected; however, staff anticipates ending the year slightly better than budgeted due to a projected increase in Developer Fees to be received through 2022. Other Grant Income is less than budgeted largely due to timing delays in Homekey grant reimbursements. Staff expects these reimbursements to be received in the third quarter of 2022.
- **HCV:** HUD Grant Income is more than budgeted due to an increase in proration for HCV-Admin Fees.
- **HI:** HUD Grant Income is less than budgeted however, the net effect on the overall budget is neutral as most of these grants operate on a reimbursement basis. The variance in HUD Grant Income and Other Income is mainly due to how grant reimbursements were recorded in the 2022 Budget. The approved budget reflects the full grant amounts for each program, however, these grants operate on a reimbursement-basis, meaning we may not draw down the full grant amount. Going forward, staff will use prior expenditures to forecast grant reimbursements for the 2023 budget.

FRESNO HOUSING

Agency Expenses

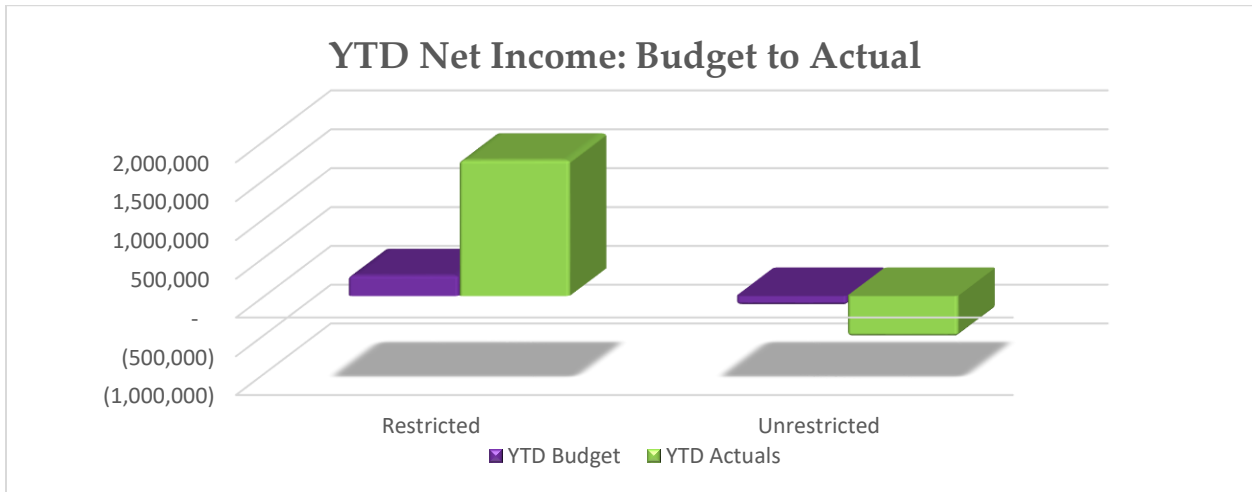


Overall, year-to-date operating expenses are \$21.1 million and non-operating expenses are \$645 thousand, which together are about 2% lower than budgeted.

- **HSM:** Utility Expenses are approximately \$230 thousand (15%) lower than budgeted at this point in the year. Fewer expenses were incurred as a result of the conversion and rehabilitation of properties within the Housing Management division.

FRESNO HOUSING

Agency Net Income



- Unrestricted net income is approximately \$404 thousand lower than budgeted as of June, mainly due to timing delays in the receipt of Developer fees. Staff expects this variance to decrease once Developer Fees are received in the third and fourth quarters of 2022.
- Restricted net income is approximately \$1.5 million higher than budgeted due to higher HUD grant revenue in the Housing Management division and Housing Choice Voucher program, and lower payroll and maintenance expenses within the Housing Management division.

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 8c
SUBJECT: Update on Strategic Initiative and Overview of the Choice Neighborhood Initiative – California Avenue Neighborhood

AUTHOR: Tiffany B. Mangum
DEPARTMENT: Equity and Inclusion
MEMO DATE: 08/16/2022

Executive Summary

Staff will provide an overview of strategic initiatives and diversity, equity and inclusion activities.

Staff will also present an overview and activities associated with our master planning work within the California Avenue Neighborhood of southwest Fresno – our Choice Neighborhood Planning Process.

Recommendation

None at this time. This is for informational purposes only.

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 8d
SUBJECT: Real Estate Development Update

AUTHOR: Michael Duarte
Chief Real Estate Officer
DEPARTMENT: Real Estate Development
MEMO DATE: 08/17/2022

Executive Summary

Staff will provide an overview of real estate development activities.

Recommendation

None at this time.

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 08/23/2022
AGENDA ITEM: 8e
SUBJECT: Joint Organizational Structure Options Workshop

AUTHOR: Kenneth Price
General Counsel

AGENCY: Baker Manock & Jensen
MEMO DATE: 08/18/2022

Executive Summary

Attached is a document prepared by our General Counsel, Kenneth Price, at Baker Manock & Jensen for your review. Additionally, Mr. Price will provide a brief presentation at the Board of Commissioners meeting regarding various organization structure options for Board discussion.

Recommendation

None at this time.

MEMORANDUM

TO: Tyrone Roderick Williams, CEO
FRESNO HOUSING AUTHORITY

FROM: Kenneth J. Price
Craig W. Armstrong
BAKER MANOCK & JENSEN, PC

DATE: August 18, 2022

RE: Fresno Housing Authority – Joint Organizational Structure Options

The Fresno Housing Authority is comprised of the City of Fresno Housing Authority¹ (referred to herein as the “City Authority”) and the County of Fresno Housing Authority² (referred to herein as the “County Authority”). Under the law, the City Authority and the County Authority are two distinct, separate entities; however, the two authorities act jointly to carry out their missions. For example, Fresno Housing Authority’s offices, employees, and general operations are shared and split between the City Authority and the County Authority. Additionally, the City Authority and the County Authority, acting as the Fresno Housing Authority, often engage in activities together, such as entering into contracts with third parties, applying for grants, and managing projects jointly.

Given the two authorities’ similar purposes (e.g., both entities are formed for the purposes set forth in the Housing Authorities Law,³ the City Authority’s jurisdiction is the City of Fresno within Fresno County, and the County Authority’s jurisdiction is Fresno County) and history and practice of working jointly, there could be a benefit to the two entities formally organizing or agreeing to act as one entity. However, there could be tradeoffs as well. The entities should carefully consider any change to their organizational structure.

There are at least three ways that Fresno Housing Authority could be formed as one legal entity and, depending upon the option, cease to operate as separate entities. First, as discussed below, under a provision of the Housing Authorities Law, the City of Fresno (“City”) and the County of Fresno (“County”) could agree to create an “area housing authority” – a

¹ A public body corporate and politic formed by declaration of the City of Fresno pursuant to Health and Safety Code section 34240.

² A public body corporate and politic formed by declaration of the County of Fresno pursuant to Health and Safety Code section 34240.

³ Health & Saf. Code § 34200 et seq.

consortium – to serve as the housing authority within the City and County. If an area housing authority were created, the City Authority and County Authority would cease to exist as authorities.

Second, the City and the County can likely form a JPA (also discussed below) to exercise the powers of a housing authority within the City and County. If the City and County form a JPA for this purpose, the City Authority and County Authority, after the City and County took all necessary actions, would cease to function as separate housing authorities and instead the City and County would exercise their respective housing authority powers jointly through the JPA.

As a third alternative, the City Authority and the County Authority can agree to form a JPA (potentially along with the City and the County) to exercise the parties' common powers within the City and County, but each party could retain their independent entity statuses. In this scenario, the City Authority and County Authority would continue as separate entities, but the JPA they form would exercise their common powers.

Each of these options are discussed below, but first we discuss the creation of housing authorities under the Housing Authorities Law generally.

Creation of Housing Authorities Under the Housing Authorities Law

Pursuant to California statute, housing authorities exist in every city and county throughout the state.⁴ Such authorities, however, cannot transact any business or exercise powers unless and until the governing body of a city or county declares there is a need for an authority to function in it.⁵ Essentially, authorities exist in each city and county but are dormant until such time that a city or county declares there is a need for the authority to function and appoints commissioners to the authority.⁶ Once a city or county makes the proper declaration and appoints commissioners, the authority that pre-existed the declaration can begin to function.⁷

Under the Housing Authorities Law, as an alternative to appointing commissioners to a separate, standalone authority, a city or county can chose instead to essentially operate their housing authorities "in-house," so to speak, meaning that the housing authority in the city or county functions as a part of or department of the city or county in which it functions.⁸ Fresno Housing Authority (as discussed above) is not the currently structured or organized as a department of either the City or County.

The Housing Authorities Law also permits cities and counties to jointly form what the Law refers to as "area housing authorities," which are discussed first in the next section of this paper.

Additionally, federal regulation contemplates public housing agencies, like the Fresno Housing Authority to form a consortium to "perform planning, reporting, and other administrative

⁴ Health & Saf. Code § 34240.

⁵ Health & Saf. Code §§ 34240, 34242.

⁶ Health & Saf. Code §§ 34240, 34242, 34244.

⁷ *Id.*

⁸ Health & Saf. Code §§ 34290-34293.

or management functions . . .⁹ In order to accomplish this arrangement, the Fresno City and County Housing Authorities would enter into a joint agreement with HUD specifying a lead agency and submit a joint PHA plan.¹⁰ The lead agency would be designated to receive HUD program payments on behalf of the participating housing authorities, to administer HUD requirements for administration of funds, and to apply the funds in accordance with the joint agreement and HUD regulations.¹¹

Options for Restructuring

Area Housing Authority – A Consortium

The Housing Authorities Law authorizes the governing body of any city or county to, by resolution, enter into an agreement with any other city or county whose governing body has also resolved it has the need for an authority to function within its jurisdiction to form what the law calls an “area housing authority.”¹²

When two or more governmental entities (cities and/or counties) agree to form an area housing authority, each governing body that is party to the agreement must appoint a defined number of persons as commissioners of the area housing authority.¹³ The governing bodies must also jointly appoint a tenant of the area housing authority as commissioner of such authority.¹⁴ Once all required commissioners have been appointed, the area housing authority is authorized to exercise all of the powers and transact all of the business which a housing authority of a city or county is authorized to exercise or transact.¹⁵ The area housing authority’s area of operation is the combined possible areas of operation of the participating cities and counties.¹⁶

If a city or county that agree to form an area housing authority have previously established housing authorities within their jurisdictions, the powers and duties of such authorities will be vested in the area housing authority upon the appointment of all required commissioners to the area authority.¹⁷ Upon such transfer of powers and duties, the title to any property owned or held by, or in trust for the city or county authority, and any debts, demands, liabilities or obligations existing in favor or against such authority, and any proceedings of such authority, become those of the area housing authority, and any and all such titles, debts, demands, liabilities, obligations, and proceedings have the same validity, force and effect as if acquired, incurred, accrued, or taken by the area housing authority.¹⁸ Any such transfer of powers and duties will not affect or impair the status or rights of any duly appointed employees of the city or county authority, and such status and rights will have the same validity, force, and effect as if attained during employment with the area housing authority.¹⁹

⁹ 24 CFR § 943.118

¹⁰ 24 CFR § 943.122

¹¹ 24 CFR § 943.122

¹² Health & Saf. Code §§ 34240.1, 34246, subd. (a).

¹³ Health & Saf. Code § 34246, subd. (a).

¹⁴ Health & Saf. Code § 34246.5.

¹⁵ Health & Saf. Code § 34246, subd. (a).

¹⁶ Health & Saf. Code § 34247.

¹⁷ Health & Saf. Code § 34248, subd. (a).

¹⁸ Health & Saf. Code § 34248, subd. (b).

¹⁹ Health & Saf. Code § 34248, subd. (c).

How this Could Apply to Fresno Housing Authority: If the City and the County adopt the necessary resolutions agreeing to form an area housing authority and appoint commissioners to the newly formed area housing authority, the City Authority's and County Authority's powers and duties would transfer to the new area housing authority by operation of law.²⁰ Title to any property owned or held by the City Authority and County Authority, and any debts, demands, liabilities or obligations existing in favor or against either the City Authority or the County Authority will become those of the newly formed area housing authority.²¹ As an example, this appears to be how the cities of Camarillo, Fillmore, Moorpark, Ojai, Simi Valley, Thousand Oaks, and the unincorporated areas of Ventura County formed the Area Housing Authority of the County of Ventura.

Joint Powers Authority

A housing authority can also be organized as a joint powers authority/agency ("JPA"). A JPA is an entity created by two or more public agencies for the purpose of jointly exercising powers that are common to the agencies. JPAs are authorized and governed under California's Joint Exercise of Powers Act (the "Act").²²

JPAs are formed by agreement between public agencies. Pursuant to the Act, two or more public agencies, once authorized by their governing bodies, may by agreement jointly exercise any power common to the parties.²³ The agreement executed among the agencies must state the purpose of the agreement (e.g., the power to be exercised jointly) and must provide the method by which the purpose will be accomplished or the manner in which the power will be exercised.²⁴ The agreement that forms the JPA must identify an agency or entity responsible for administering the agreement, which may be one or more of the parties to the agreement, or which may be a separate agency, firm, or corporation (including a nonprofit corporation).²⁵ The agreement may be for a defined term or may be evergreen, not terminating until rescinded or terminated.²⁶ The agreement must contain a provision that addresses the disposition, division, or distribution of any property acquired as the result of the agencies jointly exercising powers, and it must provide that, after the completion of its purpose, any surplus money of the JPA will be returned to the forming agencies in proportion to the contributions made by the agencies.²⁷

JPAs formed pursuant to the Act are public entities, separate and apart from the public agencies that form them.²⁸ JPAs have independent legal status, can enter into contracts, can

²⁰ Health & Saf. Code § 34248, subd. (a).

²¹ Health & Saf. Code § 34248, subd. (b).

²² Gov. Code § 6500 et seq. The Act authorizes two types of JPA arrangements: (1) the Act permits two or more public agencies to contract with each other to jointly exercise common powers; and (2) the Act permits two or more public agencies to form a separate legal entity. This paper discusses the second of these two types.

²³ Gov. Code § 6502.

²⁴ Gov. Code § 6503.

²⁵ Gov. Code § 6506.

²⁶ Gov. Code § 6510.

²⁷ Gov. Code §§ 6511, 6512.

²⁸ Gov. Code § 6507.

hire employees and agents, can sue and be sued, and can hold property, among other things.²⁹ A JPA's power is "subject to the restrictions upon the manner of exercising the power of one of the contracting parties," and that party must be designated by the agreement.³⁰ This means that the agencies that form the JPA must identify which agency's powers will restrict the JPA's power and authority.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules which apply to the activity of officers, agents, or employees of any public agency that is party to a JPA, when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent while those officers, agents, or employees are engaged in the performance of any of their functions and duties under the Act.³¹ Under the Housing Authorities Law, when public agencies form a JPA to administer a housing program, the public agencies forming the JPA must provide for the appointment of a tenant of the housing program to the governing body of the JPA.³²

There are at least two ways Fresno Housing Authority could likely be formed and organized as a JPA.

Formation of JPA and Cessation of Independent Entities: The first way that Fresno Housing Authority could be formed as a JPA under the Act would be for the City and the County to agree between themselves to form a JPA to exercise the City and the County's housing authority powers. Because both the City and County have already formed the City Authority and County Authority, respectively, and those entities are organized and operated as separate entities, distinct from both the City and County, if the City and County desired to take this route, they would likely both need to first adopt resolutions essentially removing their housing authority powers from the City Authority and County Authority, respectively, as a first step. Then, the City and County would need to adopt resolutions establishing the new JPA as the entity responsible for jointly exercising the City's and County's housing authority powers.

Under the Housing Authorities Law, cities and counties retain substantial power to determine how housing authorities are organized within their jurisdictions, suggesting the City and County may be able to reorganize their respective authorities of their own accord (meaning, without the agreement of or action by the existing City Authority and County Authority). However practical, logistical, and political considerations could impact this process. To the extent the City Authority and County Authority agreed with the restructuring, the process would likely be that much smoother. If there is disagreement about the proposed restructuring or process uses to achieve the same, there could be a potential for litigation between the parties.

Formation of JPA and Continuation of Independent Entities: The second way that Fresno Housing Authority could be formed as a JPA under the Act would be for the City Authority and County Authority (and potentially the City and County) to enter into an agreement to form a JPA to carry out each entities' housing authority functions in the parties' jurisdictions. In this scenario, both the City Authority and the County Authority would continue to exist as entities, but they would enter into an agreement to create a separate entity to exercise the powers common to both the City Authority and the County Authority (and potentially the City and

²⁹ Gov. Code § 6508.

³⁰ Gov. Code § 6509.

³¹ Gov. Code § 6513.

³² Health & Saf. Code § 34249.

County). The City Authority and County Authority likely have inherent authority to take this action independent of the City and County, but given the City and County's ultimate authority under the Housing Authorities Law, it would likely be best to have all four entities as parties to the agreement. As an example, this appears to be how the City of Sacramento, County of Sacramento, Housing Authority of the City of Sacramento, and Housing Authority of the County of Sacramento formed the Sacramento Housing and Redevelopment Agency.

Pros & Cons of Restructuring Jointly

Potential Advantages

Cut Costs/Share Resources/Be Efficient. JPAs or consortia allow local agencies to join forces and address issues of public concern together. The personnel, expertise, equipment, and property of each agency can be consolidated, promoting economy and efficiency. They can pursue grants to help fund programs, services, or purchase assets. Some granting entities may appreciate that the parties are collaborating and coordinating to tackle regional problems as opposed to competing with each other for funding for separate projects.

Uniform Exercise of Powers; Streamlined Governance. JPAs or consortia can help entities with similar or overlapping purposes, and with common powers, to exercise their powers in a uniform manner and under a streamlined governance model.

Relatively Easy to Form. The Act allows any government agency to participate in a JPA. The Act permits the member agencies to negotiate their levels of commitment and structure their own governing boards. However, this flexibility of structuring the governing board is not available if an "area housing authority" is created, because the board structure is dictated by the Housing Authorities Law.

Potential Disadvantages

Require Mutual Trust. Acting jointly requires separate agencies to have mutual trust in each other. This can be difficult sometimes because separate agencies have their own powers, purposes, and politics. Depending on how parties agree to act jointly, the decision to so act could (as discussed in the previous section of this paper) could change an entity's role in exercising its powers.

Can Be Hard to Understand/Fixing What is Not Broken/Transparency Issues. Some, particularly in the public, do not understand what a JPA or a consortium are or how they are formed and operated. Although this can be overcome with education, some may be of the opinion that creating a new government entity is unnecessary, a waste of time and public resources, or the pursuit of attempting to fix something that is not broken, especially when separate entities have been operating without a JPA or a consortium for years or decades. While JPAs and consortia can actually make public government more efficient in certain circumstances, this may not be obvious to all interested parties in a given situation.

Funding Issues. JPAs or consortia are generally funded by the parties who form them, and can also receive funding from other sources (grants, project loans, etc.). While the structure can actually help government entities be more financially efficient when conducted properly, some may voice concerns that funding a separate entity such as a JPA or consortium might

August 18, 2022
Page 7

disproportionately disadvantage one party over another. This concern can be addressed in the agreement between the parties.

KJP:tlw