

Regular Council Meeting

May 22, 2025

FRESNO CITY COUNCIL



Supplement Packet

ITEM(S)

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CITY OF FRESNO
CITY CLERK'S OFFICE

2-U (ID 25-651)

Actions pertaining to the construction of Sustainable Transportation Infrastructure amenities for an affordable housing project located at 1302 Fulton Street (Council District 3):

[TITLE TRUNCATED FOR SUPPLEMENTAL PACKET COVER PAGE]

Contents of Supplement: Memorandum of Understanding with Housing Authority for Fulton Street Development

Supplemental Information:

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

Americans with Disabilities Act (ADA):

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FRESNO AND HOUSING AUTHORITY OF THE CITY OF
FRESNO FOR THE CONSTRUCTION OF SUSTAINABLE TRANSPORTATION
INFRASTRUCTURE FOR 1302 FULTON STREET, FRESNO, CA 93721**

This Memorandum of Understanding (Agreement) is entered into this ____ day of May, 2025, by and between the City of Fresno, a municipal corporation, (City), and Housing Authority of the City of Fresno, a California public body corporate and politic (Developer).

RECITALS

WHEREAS, the California Strategic Growth Council (SGC) and the California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability dated March 25, 2025 (the AHSC NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 Chapter 2 of the California Public Resources Code (commencing with Section 75200); and

WHEREAS, Developer is applying for AHSC Funds in response to the AHSC NOFA to provide funding for: (A) the construction of the Affordable Housing Development (the AHD component) in Fresno, California known as The Roos @ Fulton Forum (the Housing Project); and (B) the construction of certain Sustainable Transportation Infrastructure (the STI Improvements). These improvements are described in more detail in the Final Application to be submitted by May 28, 2025 (collectively, the AHSC Application); and

WHEREAS, the AHSC Application seeks an award to the Developer in an aggregate amount not to exceed \$50,000,000.00 in AHSC Funds, as set forth herein and in Exhibit A, consisting of: (A) up to \$35,000,000.00 of AHSC affordable housing development loan funds (AHSC Loan) for construction of the Housing Project; and (B) up to \$15,000,000.00 of AHSC grant funds for the purpose of reimbursing the cost of the STI Improvements. The AHSC Loan and the AHSC Grant are collectively referred to herein as the AHSC Financing; and

WHEREAS, the City and Developer are required to enter into an Agreement in order to comply with the specific "AHSC Program Threshold Requirements stated in the 2025 AHSC Program Guidelines dated February 26, 2025, and subsequent technical amendments which allows applicants to demonstrate the requisite transportation experience by using the past experience of work completed of a non-applicant locality so long as the applicant provides an executed agreement with the non-applicant locality for the completion of the related work in the AHSC Application for which funding is sought; and

WHEREAS, the purpose of this Agreement is to comply with the Transportation City Prior Experience Threshold Requirement; and

WHEREAS, the City is a non-applicant, but will perform STI Improvements included in the AHSC Application (collectively, the Transit Obligations) as set forth in this Agreement and in Exhibit A; and

WHEREAS, the City can demonstrate prior experience and provide evidence of at least two prior projects that are similar in scope and size which have been completed during the ten years preceding May 28, 2025, as set forth in this Agreement and in Exhibit B; and

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained, and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative: Philip Skei
Assistant Director
Planning and Development Department
2600 Fresno Street, Room 3056
Fresno, CA 93721
(559) 621-8012

Developer Representative: Michael Duarte
Chief Real Estate Officer
Housing Authority of the City of Fresno
1331 Fulton Street
Fresno, CA 93721
(559) 443-8492

2. ROLES, CONTRIBUTIONS, AND RESPONSIBILITIES

A. Upon full funding of the AHSC Grants, the City, as a non-applicant, will:

(i) Perform up to \$15,000,000.00 worth of STI Improvements included in the AHSC Application (collectively, the Transit Obligations) as set forth in Exhibit A.

(ii) Demonstrate prior experience and provide evidence of at least two projects that are similar in scope and size which have been completed during the ten years proceeding May 28, 2025, as set forth in this Exhibit B.

(iii) Assume financial responsibility for developing, constructing, and completing the Transit Obligations in accordance with the terms of the AHSC documents.

(iv) Provide Developer with copies of all requisitions for work related to their respective portions of the Housing Project, the notice of completion, and other documents related to their respective work that another party may reasonably request.

(v) Abide by all requisite HCD grant administration regulations that specify indemnity, payment, performance schedules, and progress reports.

B. Developer will:

(i) Assume financial responsibility for constructing and developing the Housing Project (the Developer Obligations), and for all costs and expenses related thereto.

(ii) Enter into standard agreements, disbursement agreements, and regulatory

agreements with HCD where Developer will be liable for the full and timely performance by the parties to complete the obligations set forth therein, including completion of the Housing Project and STI Improvements as described in the AHSC Application. The AHSC Application and all standard agreements required by HCD in connection with AHSC Financing shall be collectively referred to as "AHSC Documents."

(iii) Collaborate with City on scope and specifications to ensure the Budget is sufficient for the Scope of Work on the Housing Project and all associated improvements including but not limited to the STI Improvements. In the event the Scope of Work exceeds the Budget, Developer will work with City to value-engineer and reduce the Scope of Work to meet critical and direct items needed to satisfy the deliverables.

(iv) Seek additional funding sources for the Housing Project and work with HCD/AHSC to modify Scope of Work to fit the Budget or otherwise establish a mutually agreeable solution in the event of a shortfall in the Budget. Developer, in its sole discretion, may decide to fund any shortfall in the Budget by up to 15-20%.

(v) Provide City with copies of all requisitions for work related to their respective portions of the Housing Project the notice of completion, and other documents related to their respective work that another party may reasonably request.

(vi) Abide by all requisite HCD grant administration regulations that specify indemnity, payment, performance schedules, and progress reports.

3. EFFECTIVENESS, DURATION AND TERMINATION

This Agreement shall be effective upon its complete execution by the parties' authorized agents and shall terminate upon the earlier of (i) non-award of AHSC funds; (ii) Non-appropriation of City funds; (iii) completion of all obligations under the AHSC documents; or (v) mutual written agreement of the parties hereto. Either party may terminate this Agreement with cause upon written notice to the other party, including the Construction Lender as defined in Section 12, following the other party's failure to reasonably cure an event of non-performance hereunder following thirty (30) days written notice thereof. Termination shall be effective (the Effective Date of Termination) as of the date specified in said notice of termination. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein.

4. RECORDKEEPING AND PERFORMANCE DATA

Each party shall keep and maintain proper records and documentation sufficient to substantiate its contributions hereunder and shall make such available for review and audit during normal operating hours upon the reasonable written request of the other party for a period of three years following expiration or earlier termination of this Agreement.

5. COMPLIANCE WITH GOVERNING LAW

Each party shall comply with all federal, state and local laws, rules and regulations in its pursuit hereof. No party in its performance of this Agreement shall employ discriminatory practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation,

and ethnicity, status as a disabled veteran or veteran of the Vietnam era.

6. CAPACITY OF CITY AND DEVELOPER

Each party is acting in an independent contractor capacity. Nothing in this Agreement and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship, jointly and severally.

In addition, and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of the Developer. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by Developer will not for any purpose be considered employees or agents of the City. Developer assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable.

The City and Developer agree and acknowledge that their relationship is strictly and solely that of an independent contractor to each other. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by Developer. Developer agrees and acknowledges that Developer's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the performance of each party's respective obligations or on the exercise of their rights under this Agreement, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity or incur any expense or obligation on behalf of the other, without the prior written consent of both parties.

7. INDEMNIFICATION

CITY shall indemnify, hold harmless and defend DEVELOPER 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) incurred by

DEVELOPER, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq. DEVELOPER agrees that this Agreement shall in no way act to abrogate or waive any immunities available to CITY under the Tort Claims Act of the State of California.

DEVELOPER 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) incurred by the CITY, DEVELOPER or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of DEVELOPER or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

In the event of concurrent negligence on the part of CITY or any of its officers, officials, employees, agents or volunteers, and DEVELOPER or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

8. INSURANCE

(a) Throughout the life of this Agreement, DEVELOPER shall pay for and maintain in full force and effect all insurance as required herein 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 his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein 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, DEVELOPER 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 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 DEVELOPER 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 DEVELOPER shall not be deemed to release or diminish the liability of DEVELOPER, 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 DEVELOPER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of DEVELOPER, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance 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 of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage

\$2,000,000 per occurrence for personal and advertising injury

\$4,000,000 aggregate for products and completed operations

\$4,000,000 general aggregate applying separately to work performed under the Agreement

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS’ COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYEE LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 diseased each employee.

(v) BUILDERS RISK (Course of Construction) insurance, obtained by the DEVELOPER or subcontractor in an amount equal to the completion value of the Project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building; or renovation of, or addition to, an existing building.)

(vi) CONTRACTOR POLLUTION with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and

gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

\$1,000,000 per occurrence

\$2,000,000 general aggregate per annual policy period

In the event the work involves any lead-based, mold or asbestos environmental hazard, either the Automobile Liability insurance policy or the Pollution Liability insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the DEVELOPER pursuant to the SLFRF Agreement.

In the event the work involves any lead-based environmental hazard (e.g., lead-based paint), the DEVELOPER's Pollution Liability insurance policy shall be endorsed to include coverage for lead based environmental hazards. In the event the DEVELOPER involves any asbestos environmental hazard (e.g., asbestos remediation), the DEVELOPER's Pollution Liability insurance policy shall be endorsed to include coverage for asbestos environmental hazards. In the event the SLFRF Agreement involves any mold environmental hazard (e.g., mold remediation), the Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and "microbial matter including mold" within the definition of "Pollution" under the policy.

UMBRELLA OR EXCESS INSURANCE

In the event DEVELOPER 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

DEVELOPER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and DEVELOPER shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice has been given to the CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the DEVELOPER shall furnish the 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 the CITY, the DEVELOPER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The General Liability, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.

The General Liability, Automobile Liability and Pollution Liability insurance policies shall name the CITY, its officers, officials, agents, employees, and volunteers as an additional insured for ongoing and completed operations. All such policies of insurance shall be endorsed so the DEVELOPER's insurance shall be primary and no contribution shall be required of the CITY.

The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents, and volunteers.

If the DEVELOPER maintains higher limits of liability than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits of liability maintained by the DEVELOPER.

The Builders Risk (Course of Construction) insurance policy shall be endorsed to name the CITY as loss payee.

All insurance policies required including the Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees, and volunteers.

The DEVELOPER shall furnish the 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 his/her designee before work commences. Upon request of the CITY, the DEVELOPER shall immediately furnish the 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.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Agreement and the final acceptance by the CITY of the work or materials to be performed or supplied thereunder, the DEVELOPER shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and expense. Nothing herein provided for shall in any way excuse the DEVELOPER or his/her insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of this Agreement.

SUBCONTRACTORS

If DEVELOPER subcontracts any or all of the services to be performed under this Agreement, DEVELOPER 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, DEVELOPER 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.

9. ATTORNEY'S FEES

If a 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 reasonable attorney's fees and legal expenses from the other party.

10. NOTICES

Any notice required or intended to be given to a party under the terms of this Agreement shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express, DHL, or other similar courier addressed to such party at the appropriate address set forth herein, (b) the date of receipt by facsimile to the City Representative or the Developer Representative, or (c) three business days after the date of mailing (postage pre- paid return receipt requested). Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other.

11. BINDING

Once this Agreement is signed by all the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives. The terms and conditions of this Agreement, express or implied, exist only for the benefit of the parties to this Agreement, their respective successors and assigns, and the Construction Lender as set forth in Section 12. No other person or entity will be deemed to be a third-party beneficiary of this Agreement.

12. ASSIGNMENT

City hereby acknowledges and approves the assignment by Developer to the Housing Project's senior lender (Construction Lender) of all their respective right, title and interest in, to and under the Agreement as collateral security for the Developer's obligations to Construction Lender under, and in connection with the Construction Lender's loan to Developer. In the event Construction Lender forecloses upon the Collateral, City hereby agrees that Construction Lender shall have all of the Developer's rights and interests under the Agreement. Construction Lender is hereby made an express third-party beneficiary of this Section. Developer may also assign its right, title and interest in this MOU to a limited partnership (LP), created solely for the purpose of benefiting from tax credit financing, in which Developer is a partner of the LP. There shall be no other assignment by any party of its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

13. WAIVER

The waiver by any 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 approved by 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.

No action or omission by either party shall constitute a breach of this Agreement unless the injured party first notifies the other party of the purported breach in writing setting forth the alleged breach or default and said party does not cure the same within a reasonable period of time. The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the Agreement shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

15. 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.

16. 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.

17. 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 or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

18. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to the other party, and agrees, that it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

19. ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

CITY OF FRESNO,
a California municipal corporation

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

By: _____

Name: Georgeanne A. White

Title: City Manager

(Attach notary certificate of acknowledgment)

By: Tyrone Roderick Williams

Name: Tyrone Roderick Williams

Title: Executive Director

(Attach notary certificate of acknowledgment)

APPROVED AS TO FORM:

Date: 5-19-2025

ANDREW JANZ

City Attorney

By: Tracy N. Parvanian

Name: Tracy N. Parvanian

Date

Title: Assistant City Attorney

5-20-25

ATTEST:

TODD STERMER, MMC

City Clerk

By: _____

Date

Deputy

Attachments:

Exhibit A – Scope of Work

Exhibit B – City of Fresno Prior Experience of Similar Projects Completed

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Fresno }

On May 19, 2025 before me, Lucia Yanez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tyrone Pruderville Williams
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT A

Scope of Work

Responsible Party	Type of Funds	Amount of Funds	Purpose	Estimated Date of Completion
Developer	AHSC Affordable Housing Development Loan	Not to exceed \$35,000,000.00	Construction of affordable housing units	5 years from date of AHSC award
City of Fresno	Sustainable Transportation Infrastructure (STI)	Not to exceed \$15,000,000.00	TBD	5 years from date of AHSC award

EXHIBIT B

City's Prior Experience of Similar Projects Completed

1. Van Ness / Wishon Class IV Bike Lanes

The City of Fresno recently installed parking protected Class IV bike lanes on Van Ness Avenue from Alhambra Avenue to Weldon Avenue. A second phase of this project will be completed in the next few months when higher temperatures allow placing asphalt and paint. The second phase will construct Class IV and Class II bike lanes on Wishon from McKinley Avenue to Belmont Avenue. Van Ness and Wishon are adjacent one-way streets that form a couplet. The completed section is approximately 4,200 feet in length. The second phase will add 5,300 feet of class IV and class II bike lanes.

Date Completed: March 2023

2. Maple Avenue Class IV Bike Lanes

The City of Fresno installed Class IV bike lanes on Maple Avenue between Gettysburg Avenue and Shaw Avenue in 2021. This section of Maple is near Fresno State University and has several multi-family units for student housing. The bike lanes were installed on both sides of the street. The length of the project is 2,500 feet.

Date Completed: June 2022

3. R Street Class IV Bike Lanes

The City of Fresno installed Class IV bike lanes on R Street from Tulare Avenue to Ventura Street. The bike lanes were installed on both sides of R Street. The length of the project is 1,800 feet.

Date Completed: July 2021

4. Ashlan Avenue Sidewalk Installation

The City of Fresno installed eight- to ten-foot wide sidewalks on both sides of Ashlan Avenue between Effie Street and State Route 41. The project also included installation of ADA ramps at all of the corners and replacement of several driveways. The project installed 1,300 feet of new sidewalk.

Date Completed: October 2020

5. Zero Emission Bus Purchases and Bus Stop Improvement Projects

As the transit operator for the City of Fresno, FAX is well-equipped to purchase zero emission buses and rehabilitate bus stops. FAX has been expanding its zero-

emission fleet to meet the goals set forth in its Zero Emission Bus (ZEB) Rollout Plan, approved by the Fresno City Council in 2020, which satisfies the state of California's Innovative Clean Transit (ICT) requirements. To date, FAX has purchased nine (9) battery electric and two (2) hydrogen fuel cell electric buses. FAX has also completed the charging infrastructure to allow for up to forty-six (46) battery electric buses to be charged simultaneously at the Bus Maintenance Yard. FAX's recent experience with bus stop improvements includes a \$32 million Bus Rapid Transit project which covered 54 stops along Blackstone and Kings Canyon Avenues (completed in 2018), a \$2 million project that covered 19 median island bus stops throughout Fresno (completed in 2020), and a \$4 million project that covered 63 standard bus stops along Shaw and Cedar Avenues (anticipated for completion by summer 2023). The FAX team is well-equipped to manage procurements, contracts, and projects associated with purchasing zero emission buses and completing bus stop improvements.