

# Housing Authority of the City of Madera



205 North G Street • Madera, CA 93637 • (559) 674-5695 • Fax: (559) 674-5701 • TTY: 711 • [www.maderaha.org](http://www.maderaha.org)

## NOTICE AND AGENDA REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

6:00 P.M.  
Wednesday, April 8, 2020

City Hall  
Council Chambers

**THE REGULAR MEETING OF APRIL 8, 2020, WILL BE CONDUCTED BY  
TELECONFERENCE PER PROVISIONS OF EXECUTIVE ORDERS N-25-20  
AND N-29-20 ISSUED BY THE GOVERNOR'S OFFICE**

The teleconference meeting ensures that the Housing Authority meets Executive Orders N-25-20 and N-29-20 and the Brown Act and minimizes the spread of the COVID-19 virus. Members of the Board of Directors and staff intend to participate in the meeting by telephone.

- Members of the public may participate in the meeting remotely by calling **+1 (571) 317-3112** and entering Passcode **772-596-493** at the prompt. Comments may also be submitted by email prior to the meeting at [m.dominguez@maderaha.org](mailto:m.dominguez@maderaha.org)
- Every effort will be made to read email comments into the record, but repetitive comments may not be read due to time constraints.

**Thank you for taking all precautions to prevent the spreading the COVID-19 virus.**

### **CALL TO ORDER**

#### **ROLL CALL:**

Chairperson Jose Rodriguez  
Vice-Chairperson Steve Montes  
Commissioner Andrew J. Medellin  
Commissioner Donald E. Holley  
Commissioner Derek O. Robinson, Sr.  
Commissioner Cece Gallegos  
Commissioner Santos Garcia

### **INVOCATION**

Commissioner Donald E. Holley

### **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

### **PUBLIC COMMENT:**

The first fifteen minutes of the meeting are reserved for members of the public to address the Board of Commissioners on items which are within the subject matter jurisdiction of the Housing Authority. Speakers shall be limited to three minutes. Speakers will be asked, but they are not required, to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Chairperson has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

### **PRESENTATION**

### **WORKSHOP**

#### **B. CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Commission may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Approval of Minutes  
a. March 11, 2020 Regular Meeting

B-2 Approve Register of Audited Demands – March 2020

#### **C. RESOLUTIONS, AGREEMENTS, BIDS, HEARINGS, AND/OR PETITIONS**

C-1 Consideration of a Resolution Approving At-Will Agreement for Employment of Interim Executive Director.

C-2 Consideration and Adoption of Resolution approving a 3 year Agreement for General Legal Services between the Housing Authority of the City Of Madera and Law Office of Thomas E. Lewis and authorize Acting Executive Director to Execute Agreement.

C-3 Consideration of a Resolution adopting an Emergency Telecommuting Policy.

C-4 Public Hearing and Consideration and Adoption of a Resolution Approving the 2020 5-Year Public Housing Agency ("PHA") Plan

C-5 Request for Authorization to move forward with Executive Director Search by soliciting bids from Staffing Companies and direction regarding the same.

#### **D. WRITTEN COMMUNICATIONS**

#### **E. ADMINISTRATIVE REPORTS**

E-1 Presentation of Audit (Informational Only) – Price Paige & Company – **Osvaldo Gutierrez, CPA – Audit Manager**

**F. EXECUTIVE DIRECTOR REPORT**

**F-1 COVID-19 Update**

**F-2 2018 Capital Fund Project Update**

**F-3 Central Valley Consortia Update**

**F-4 Emergency/Supportive Housing for Madera City and County Update**

**F-5 IT Administrator Position Update**

**G. COMMISSIONER REPORTS**

**H. CLOSED SESSION**

**I. ADJOURNMENT**

Next Regular Meeting Wednesday, May 13, 2020 – 6 p.m. City Council Chambers

Any writing related to an agenda item for the open session of this meeting distributed to the Housing Authority Board of Commissioners less than 72 hours before this meeting is available for inspection at the Housing Authority office located at 205 N G St., Madera, CA 93637 during normal business hours.

*The meeting room is accessible to the physically disabled and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please contact the City of Madera HR Dept. (559.661.5401) or the Housing Authority (559.674.5695). Those who are hearing impaired may call 711 or 1.800.735.2929 for TTY Relay Service.*

I, Maria Dominguez, Recording Secretary for the Housing Authority, declare under penalty of perjury that I posted the above agenda for the regular/special meeting of the Housing Authority Board of Commissioners for April 8, 2020 near the front entrances of the Housing Authority and City Hall on April 3, 2020.

/s/ Maria Dominguez

Maria Dominguez  
Housing Authority of the City of Madera

**MINUTES OF REGULAR MEETING OF THE  
HOUSING AUTHORITY OF THE CITY OF MADERA**

**6:00 P.M.  
Wednesday, March 11, 2020**

**City Hall  
Council Chambers**

**CALL TO ORDER**

**ROLL CALL:**

Chairperson Jose Rodriguez-**Present**  
Vice-Chairperson Steve Montes-**Present**  
Commissioner Andrew J. Medellin-**Present**  
Commissioner Donald E. Holley-**Present**  
Commissioner Derek O. Robinson, Sr.-**Present**  
Commissioner Cece Gallegos-**Present**  
Commissioner Santos Garcia-**Present**

**Also Present: Sally Bompreszi, Acting Executive Director and Maria A. Dominguez, Executive Administrative Assistant**

**INVOCATION**

Pastor James Kendall of Grace Community Church  
**Randy Brannon-Grace Community Church provided Invocation Services.**

**PLEDGE OF ALLEGIANCE**

**Pledge of Allegiance was led by Cece Gallgos**

**APPROVAL OF AGENDA**

**Late Item Distribution: C-1 Resolution to update the Procurement Policy. Late distribution item is available to the public and is located at the front entrances.**

**Commissioner Cece Gallegos Motioned To Approve the Agenda with Late Distribution Item C-1, Resolution to Update the Procurement Policy, Seconded by Commissioner Derek Robinson. Motion Passes Unanimously.**

**PUBLIC COMMENT:**

The first fifteen minutes of the meeting are reserved for members of the public to address the Board of Commissioners on items which are within the subject matter jurisdiction of the Housing Authority. Speakers shall be limited to three minutes. Speakers will be asked, but they are not required, to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Chairperson has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Board is prohibited by law from taking any action on matters

discussed that are not on the Agenda and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

**NONE**

**PRESENTATION**

**NONE**

**WORKSHOP**

**NONE**

**B. CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Commission may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Approval of Minutes

- a. January 15, 2020 Special Meeting Minutes
- b. February 12, 2020 Regular Meeting Minutes

B-2 Approve Register of Audited Demands – February 2020

B-3 Declaration of Surplus - Pomona Ranch Housing Center - Office of Migrant Services Property

B-4 HACM – Declaration of Surplus & Miscellaneous Office Furniture.

**Chairman Rodriguez Motioned to Approve the Consent Calendar as Presented, Seconded by Commissioner Gallegos. Motion Passes Unanimously.**

**C. RESOLUTIONS, AGREEMENTS, BIDS, HEARINGS, AND/OR PETITIONS**

C-1 Consideration of a Resolution to Update Procurement Policy to Comply With Current State and Federal Procurement Rules.

Items discussed and revised in Procurement Policy:

- New CFR Citation: 2 CFR200.317 through 200.326
- New Limits: Greater than \$10,000 and less than \$150,000 for small purchases (except for construction procurements which is set at \$2,000).
- Authority not to exceed \$150,000

**Commissioner Holley Motioned to Approve C-1 as Presented- Resolution to Update the Procurement Policy, Seconded by Commissioner Gallegos. Motion Passes Unanimously.**

C-2 Consideration of a Resolution to Amend Agreement with STW Contractors for Change Order #1 for 103 Kennedy St. HVAC 2017 Capital Fund Project in the amount of \$99,375.00.

Discussion and Request to Approve Amendment to the Agreement with STW Contractors.

It was mentioned at a previous meeting held on October 2, 2019 that 6 units were left out of the original scope of work. Further discussion on reasons for an amendment to the agreement is due to water damage behind air conditioners. Abatement Process will need to be conducted to replace HVAC units.

**Commissioner Gallegos Motioned to Approve Resolution to Amend Agreement with STW Contractors, Seconded by Commissioner Garcia. Roll Call Vote: Ayes; Commissioners: Gallegos, Motion Carries**

C-3 Consideration of a Resolution of the Housing Authority of the City of Madera Approving the Application and Certification of Payments to Influence Federal Transactions, Form #50071 and Form #SF-424, and Authorizing the Executive Director to Execute the Documents for Submittal to HUD

Operating Subsidy Submitted February 3, 2020. Decrease in subsidy from 2019 in the amount of \$4162.

**Commissioner Holley Motioned to Approve Resolution of the Housing Authority of the City of Madera Approving the Application and Certification of Payments to Influence Federal Transactions, Seconded by Commissioner Garcia. Motion Passes Unanimously.**

**D. WRITTEN COMMUNICATIONS**

**E. ADMINISTRATIVE REPORTS**

E-1 May 12, 2020 Board of Commissioners Meeting

**Item E-1 Tabled-Bring Back at Next Meeting (April 8, 2020)**

**F. EXECUTIVE DIRECTOR REPORT**

**F-1 Executive Director Search-Recruitment Firm Quotes**

Peckham & McKenney-Declined the opportunity to submit a proposal because of the time it will take and all Recruiters are currently at full capacity

TB & Co, LLC-Not taking on any new clients.

Bob Murray & Associates-Submitted a proposal \$24,500.00

Ralph Andersen & Associates – Cannot submit a proposal due to them being hired by Madera County for the County Administrative Officer position and it would be difficult to have 2 executive searches active in one area that might impact the level of service that they could give the 2 boards

**F-2 Maintenance Worker I Position**

An offer was made to an individual but he decided to stay with organization he is currently employed with. Will be interviewing another applicant on Friday, 3/6/2020.

**F-3 2018 Capital Fund Project Update**

Funds need to be obligated by May 29, 2020

Needs assessment complete

Quotes for Environmental Services currently being obtained

#### **F-4 Central Valley Consortia Update**

A meeting was held at Stanislaus Housing Authority and HACM to further discuss benefits of the forming the Consortia. Chairman Rodriguez and Acting Executive Director attended the meeting. Next step is to review agreement and Bring back to the Commission

#### **F-5 Report on Ideas for Emergency/Supportive Housing for Madera City and County Update**

March 2, 2020, met with Madera County Staff, California Highway Patrol, Madera District Fair to look at various RDA Properties for emergency/supportive housing for Madera County.

Working on also putting together an offer for the parcel on Fig St. That parcel is close to .50 acre.

Meeting requested by Dr. Tim Peffly on 3/9/20 to discuss Emergency Housing on land currently owned by him. Wants to partner with Agencies in Madera County for services.

#### **F-6 General Legal Services RFP Update**

RFP posted on 3/2/2020. Invitations for Bid sent out to 5 Law Offices via email and mail. Bid will close on 3/19/2020.

### **G. COMMISSIONER REPORTS**

Commissioner Robinson: Participated in Homelessness Mtg. discussed service's needs, hygiene and portable toilets.

Commissioner Gallegos: Thanked the City and Community for taking the time to visit schools and read to children (Read Across America)

Commissioner Garcia: On a personal note, I will be retiring from my second job on March 31<sup>st</sup>.

Vice-Chair Montes- Thank you to Ms. Gallegos for inviting me to Second Wind, I can walk again.

Chairperson Rodriguez-Thank you to Vice-Chair for taking on the task of facilitating the meeting. I want to ask about Coronavirus, have we heard from HUD.

Sally: No we have not. We have heard from CHWCA what we are doing is spraying and sanitizing our areas. Madera Workforce is having a workshop on how to deal with Coronavirus. Our IT person sent me an email on identifying those individuals that could work remotely. We are working on this plan currently.

### **H. CLOSED SESSION**

Shannon L. Chaffin read items of 1 and 2 of Closed Session.

1. Public Employment pursuant to Government Code Section 54957  
Title: Interim Executive Director
2. Conference with Labor Negotiators pursuant to Government Code Section 54957.6  
Agency Designated Representatives: Chairperson Jose Rodriguez, Vice Chairperson Steve Montes  
Unrepresented Employee: Interim Executive Director

**No Action Items Reported.**



## I. ADJOURNMENT

### Meeting Adjourned at 6:52pm.

Next Regular Meeting Wednesday, April 8, 2020 – 6 p.m. City Council Chambers

Any writing related to an agenda item for the open session of this meeting distributed to the Housing Authority Board of Commissioners less than 72 hours before this meeting is available for inspection at the Housing Authority office located at 205 N G St., Madera, CA 93637 during normal business hours.

*The meeting room is accessible to the physically disabled and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please contact the City of Madera HR Dept. (559.661.5401) or the Housing Authority (559.674.5695). Those who are hearing impaired may call 711 or 1.800.735.2929 for TTY Relay Service.*

I, Maria Dominguez, Recording Secretary for the Housing Authority, declare under penalty of perjury that I posted the above agenda for the regular/special meeting of the Housing Authority Board of Commissioners for March 11, 2020 near the front entrances of the Housing Authority and City Hall on March 6, 2020.

/s/ Maria Dominguez

Maria Dominguez

Housing Authority of the City of Madera



# Housing Authority of the City of Madera



205 North G Street • Madera, CA 93637 • (559) 674-5695 • Fax: (559) 674-5701 • TTY: 711 • [www.maderaha.org](http://www.maderaha.org)

I hereby certify that these demands are accurate and that the amounts listed are just and due to the parties listed.

Respectfully submitted,

Sally Bomprezzi  
Acting Executive Director

Suggested motion: It is hereby moved to approve the Register of Audited Demands from March 3, 2020 to March 19, 2020 covering obligations paid by the Housing Authority of the City of Madera, California, Warrant Nos. 42820 through 42887 inclusive in the amount \$258,060.87.

# SELECTIVE CHECK REGISTER

CHECK NUMBER	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DESCRIPTION OF SERVICES
42820	Anthem Blue Cross	03/03/20	207.81	Supplemental Health Insurance/Richard/Mar.20
42821	Comcast	03/03/20	97.49	Monthly Internet Service/Shop/Feb.20
42822	Void	03/03/20	0.00	Void
42823	HD Supply Facilities Maintenance	03/03/20	8,340.34	Maintenance Supplies/Maintenance/Migrant/Inventory/Conv./FMLYM MORES/MORES
42824	Vantagepoint Transfer Agents, ICMA Trust-457	03/03/20	3,607.47	Employees Deferred Compensation/02/14/20
42825	Insight Employee Assistance Program	03/03/20	60.75	Employee Assistance Program/Feb.20
42826	Metropolitan Life Insurance Company	03/03/20	1,847.80	Monthly Vision/Dental Insurance/Mar.20
42827	Department of Housing & Community Development	03/03/20	1,794.65	Monthly Income Due/Migrant/Dec. 19
42828	P.G. & E.	03/03/20	7,207.56	Monthly PG&E Service/Administration/Migrant/Conv./FMLYM MORES/MORES/Feb.20
42829	Standard Insurance Company	03/03/20	1,224.02	Employee Life/Disability Insurance/Mar.20
42830	Verizon Wireless Services, LLC	03/03/20	378.46	Monthly Cell Phone Charges/Feb.20
42831	Ricardo U. Lucero Ambrosio	03/03/20	102.33	Tenant Refund/FML
42832	Arceia Rios Vasquez	03/03/20	598.93	Tenant Refund/PH
42833	47th Place Carpet and Linoleum, Inc.	03/19/20	2,203.56	Remove/Replace Carpet/Conv.
42834	Administration Solutions-Fresno	03/19/20	68.00	Monthly Section 125 Administration Fee/Mar.20
42835	AT&T	03/19/20	66.06	Monthly Phone Charges/Mar.20
42836	AT&T	03/19/20	574.21	Monthly Phone Charges/Feb.20-Mar.20
42837	Benjamin Development Services	03/19/20	3,900.00	Consulting Services/Administration/MORES/Jan.20-Mar.20
42838	California Department of Tax and Fee Administration	03/19/20	142.00	Used Sales Tax/Administration/Relinquished/PH/FML/2019
42839	Central Valley Overhead Door, Inc.	03/19/20	999.00	Replace Garage Door/Conv.
42840	C.H.W.C.A.	03/19/20	15,555.00	Quarterly Workers Compensation Coverage/Apr.20
42841	Cohmestnick	03/19/20	2,100.00	Tax Preparation Services/YM MORES/2019
42842	Comcast	03/19/20	901.48	Monthly Phone/Internet Service/Administration/Maintenance/Conv./YM MORES/MORES/Mar.20
42843	Concentra Medical Centers	03/19/20	296.00	Pre-Placement Exams/Special Projects Employee/Maintenance Worker II/Relinquished/PH
42844	Corbin Willis System, Inc.	03/19/20	660.15	Monthly Financial Software/Finance/Mar.20
42845	Diamond Communication, Inc.	03/19/20	364.00	Monthly Alarm Service/Administration/Maintenance/Migrant/Conv./YM MORES/Feb.20-Mar.20
42846	Employment Development Department	03/19/20	196.86	EDD Contract/Abstract Forms/Oct.19-Dec.19
42847	Franchise Tax Board	03/19/20	800.00	2019 FTB/MORES YM, LP
42848	General Builders Supply	03/19/20	26.95	Maintenance Supplies/Migrant
42849	General Electric Company	03/19/20	6,798.10	Refrigerators/Ranges/Inventory
42850	HD Supply Facilities Maintenance	03/19/20	4,252.94	Maintenance Supplies/Inventory/Conv./FMLYM MORES/MORES
42851	Void	03/19/20	0.00	Void
42852	Void	03/19/20	0.00	Void
42853	Void	03/19/20	0.00	Void
42854	Home Depot Credit Services	03/19/20	2,753.11	Maintenance Supplies/Administration/Maintenance/Migrant/Conv./FMLYM MORES/MORES
42855	Home Depot U.S.A., Inc.	03/19/20	1,615.19	Maintenance Supplies/Inventory
42856	Vantagepoint Transfer Agents, ICMA Trust-457	03/19/20	7,647.30	Employees Deferred Compensation/02/28/20-03/13/20

CHECK NUMBER	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DESCRIPTION OF SERVICES
42857	Insight Employee Assistance Program	03/19/20	63.00	Employee Assistance Program/Mar.20
42858	Jeff Patterson Painting	03/19/20	930.00	Complete Interior Paint/Conv.
42859	Jorgensen & Company, Inc.	03/19/20	300.00	Quarterly Fire Sprinkler Service/YM MORES/Dec.19
42860	City of Madera-Utility Billing	03/19/20	38,887.19	Monthly Water/Sewer/Disposal Charges/Water Chilton/Mar.20
42861	City of Madera-City Services	03/19/20	34,894.31	Police Services/PH/MORES/July.19-Sept.19
42862	Madera Tribune	03/19/20	195.00	Public Notice/5 Year Annual Plan/Administration
42863	Madera County-Public Works Department	03/19/20	78.60	Disposal Charges/Conv.
42864	Mapa Plumbing Services	03/19/20	380.00	Washing Machine Drain Repair/Conv.
42865	Mission Uniform Service	03/19/20	232.00	Weekly Uniform Service/Maintenance/02/25/20-03/17/20
42866	Montroy Law Corporation	03/19/20	2,544.00	Professional Legal Services/Administration/HCV/Jan.20
42867	Office Depot	03/19/20	1,113.55	Office Supplies/Administration/PH/HCV/FML
42868	Department of Housing & Community Development	03/19/20	845.85	Monthly Income Due/Migrant/Jan.20
42869	Void	03/19/20	0.00	Void
42870	Perimeter Pest Control	03/19/20	991.00	Fumigation Services/Administration/Maintenance/Conv./FML/YM MORES/MORES
42871	P.G. & E.	03/19/20	2,955.88	Monthly PG&E Service/Administration/Conv./FML/YM MORES/MORES/Mar.20
42872	Platt Electric Supply	03/19/20	155.16	Maintenance Supplies/YM MORES
42873	Praylor & Son Expert Plumbing	03/19/20	895.00	Water Line Repair/FML
42874	Prozman Enterprises	03/19/20	304.00	Monthly Water Lab Charges/Migrant/Feb.20
42875	R&R Tree Service	03/19/20	3,500.00	Prune/Shape Trees/Migrant
42876	Red Rock Environmental Group	03/19/20	235.19	Monthly Disposal Charges/Migrant/Nov.19-Mar.20
42877	Ricoh USA, Inc.	03/19/20	2,000.21	Monthly Copier Service/Additional Images Charges/Administration/Feb.20
42878	Shred-It, LLC	03/19/20	59.96	Monthly Shredding Services/Administration/Feb.20
42879	Steamrite	03/19/20	1,285.00	Carpet Cleaning/YM MORES
42880	STW Contractors, Inc.	03/19/20	65,855.48	HVAC Project/Conv.
42881	Tesai Petroleum, Inc.	03/19/20	1,236.32	Ti-Monthly Fuel/Maintenance/Migrant/Conv./FML/HCV/YM MORES/MORES/02/10/20-03/10/20
42882	Vezina Industries	03/19/20	1,375.00	Sliding Door Replacement/Conv.
42883	Villa Gardening Service, Inc.	03/19/20	16,795.00	Monthly Gardening Service/Administration/Conv./FML/YM MORES/MORES/Feb.20
42884	Wells Fargo Business Card-7748	03/19/20	2,055.49	VMWare Support Renewal/Surveillance Camera/Administration/Maintenance/PH/YM MORES/MORES
42885	Wells Fargo Business Card-6372	02/18/20	56.23	Lunch/Interview Panel/Relinquished/02/21/20
42886	Zee Medical Service Company	03/19/20	138.35	Maintenance Supplies/Maintenance
42887	Maria G. Lopez	03/19/20	318.58	Tenant Refund/PH

Total Checks

\$258,060.87

**HOUSING AUTHORITY OF THE CITY OF MADERA  
SELECTIVE CHECK REGISTER TOTALS**

July-19	183,942.10
August-19	256,732.70
September-19	167,989.07
October-19	210,671.07
November-19	255,965.51
December-19	183,797.45
January-20	207,742.77
February-20	278,313.47
March-20	258,060.87
April-20	0.00
May-20	0.00
June-20	0.00

**FISCAL TOTAL** **\$2,003,215.01**



Housing Authority of the City of Madera

Jose Rodriguez  
CHAIRMAN

Sally Bompreszi  
ACTING EXECUTIVE DIRECTOR

***BOARD MEMORANDUM***

**TO:** Board of Commissioners  
Housing Authority of the City of Madera

**BOARD MEETING:** April 8, 2020

**AGENDA ITEM:** C-1

**FROM:** Hilda Cantu-Montoy, Legal Counsel

**AUTHOR:** Hilda Cantu-Montoy

**DATE:** April 8, 2020

**SUBJECT:** Consideration of a Resolution Approving At-Will Agreement for Employment of Interim Executive Director.

---

**EXECUTIVE SUMMARY**

The Executive Director position has been vacant, and the Authority is in the process of recruiting for a permanent Executive Director. During this period of time Sally Bompreszi, Financial Services Manager, has been serving as the Acting Executive Director. The attached agreement would employ Ms. Bompreszi as the Interim Executive Director until the Board of Commissioners selected an Executive Director or new Interim Executive Director. The proposed agreement would:

- Appoint Ms. Bompreszi as the Interim Executive Director to serve at the pleasure of the Board;
- Confirm her at-will status as the Interim Executive Director;
- Set a minimum 40 hour work week, or more as necessary to get a job done;
- Establish an annual salary of \$86,608.80;
- Maintain her current level of benefits, and provide for an Authority-issued cell phone; and
- Allow for Ms. Bompreszi to resume her duties as the Financial Services Manager once her service as Interim Executive Director is complete.

The agreement would be effective as of January 19, 2020. A copy of the agreement is attached to the Resolution.

**RECOMMENDATION**

Take action to consider adopting a resolution approving an at-will agreement for employment of an Interim Executive Director with Sally Bompreszi as appropriate.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING  
AUTHORITY OF THE CITY OF MADERA APPROVING AT WILL  
AGREEMENT FOR EMPLOYMENT OF INTERIM EXECUTIVE DIRECTOR**

WHEREAS, the HACM Executive Director position has been vacant; and

WHEREAS, HACM is engaging in a comprehensive recruitment process for a permanent Executive Director; and

WHEREAS, during the intervening time period, Sally Bompreszi, Financial Services Manager has served as Acting Executive Director; and

WHEREAS, the Board of Commissioners have determined that is in the best interest of HACM to appoint Sally Bompreszi as the Interim Executive Director during the recruitment for a permanent Executive Director.

NOW, THEREFORE, the Board of Commissioners of the Housing Authority of the City of Madera resolves as follows:

1. The recitals listed above are true and correct.
2. The Board approves the At Will Agreement for Employment of Interim Executive Director between the Housing Authority of the City of Madera and Sally Bompreszi attached to this Resolution as Exhibit A and the Chairperson is authorized to execute same.
3. This resolution is effective immediately upon adoption.

\*\*\*\*\*

The foregoing Resolution No. \_\_\_\_ was adopted by the Housing Authority of the City of Madera on this 8th day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

---

Jose Rodriguez, Chairperson

ATTEST:

---

Secretary

Approved as to Legal Form:

---

Hilda Cantu Montoy  
General Counsel

Attachments:

- Exhibit A: Agreement



## **AT-WILL AGREEMENT FOR EMPLOYMENT OF INTERIM EXECUTIVE DIRECTOR**

This At-Will Employment Agreement ("Agreement") is made and entered by and between the Housing Authority of the City of Madera ("HACM") and Sally Bompreszi ("EMPLOYEE").

1. Appointment.

The HACM Board of Directors hereby appoints EMPLOYEE to the position of Interim Executive Director. EMPLOYEE hereby accepts such appointment under the terms and conditions of this Agreement. EMPLOYEE acknowledges the position is a short-term commitment which will conclude upon the hiring of a permanent HACM Executive Director or per the provisions in Section 4 of this Agreement. It is understood that upon termination of this Agreement, EMPLOYEE may return to her position as Financial Services Manager of HACM.

2. At-Will Status.

EMPLOYEE is an at-will employee who shall serve at the pleasure of the HACM Board of Commissioners. Accordingly, EMPLOYEE may resign at any time and the HACM Board of Commissioners may terminate EMPLOYEE'S employment under this Agreement at any time, with or without cause. Nothing in this Agreement is intended to and this Agreement does not confer upon EMPLOYEE any right to any property interest in continued employment or any due process right to a hearing before or after any decision by HACM to terminate the employment.

3. Term of Agreement.

The term of this Agreement shall be effective January 19, 2020. This Agreement will expire at the time the HACM Board of Commissioners hires a permanent Executive Director. Employee's employment is also subject to earlier termination as set forth in Section 4 below.

4. Termination.

This Agreement may be terminated with or without cause by the HACM Board of Commissioners at any time. Whether employee is terminated with or without cause shall not affect his status as an at-will employee. Employee shall have the same rights and shall receive the same benefits under the terms of this Agreement whether she is terminated with or without cause.

EMPLOYEE may resign at any time. EMPLOYEE is requested, but not required, to provide fifteen (15) days' courtesy notice in the event of a voluntary resignation.

5. Duties.

EMPLOYEE shall serve the HACM and perform the functions and duties of the position of Interim Executive Director as specified in the HACM job description for Executive Director, resolutions, regulations, and in the laws of the State of California; and any other legally

permissible and proper duties and functions as the HACM Board of Commissioners may from time to time assign.

6. Hours of Work.

EMPLOYEE is expected to work a minimum 40 hour work week and understands that more than 40 hours may be required in a given week to get the job done.

7. Compensation and Benefits.

Salary. EMPLOYEE shall be paid an annual salary of \$86,608.80 payable at the same time that other HACM employees are paid.

Benefits. EMPLOYEE shall continue to receive the same benefits she currently receives including vacation, sick leave, administrative leave, retirement benefits, disability and health insurance except that the salary under this Agreement shall be used.

Cell Phone. EMPLOYEE shall be issued a HACM paid cell phone. The cell phone shall be returned to HACM on EMPLOYEE'S last date of service to HACM.

8. Conflict of Interest.

Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest include an interest arising from blood or marriage relationships or close business, personal, or political associations.

Employee shall also be subject to the conflict of interest provisions of the California Government Code and the HACM's Conflict of Interest Code.

The Interim HACM Executive Director is responsible for submitting to the HACM Administrative Executive Assistant a Statement of Economic Interest at the time of appointment and at the time of separation from the position as required by the Fair Political Practices Commission (FPPC).

9. Indemnification.

To the extent mandated by the California Government Code, HACM shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties. EMPLOYER, in its sole discretion, will either litigate or compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This section shall not apply to any intentional tort or crime committed by EMPLOYEE, to any action outside the course and scope of EMPLOYEE's employment, or any other intentional or malicious conduct or gross negligence of EMPLOYEE.

10. Bonding.

EMPLOYER shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under law.

11. General Provisions.

The text in this Agreement shall constitute the entire agreement between the Parties. This Agreement may not be modified, except by written agreement executed by both Parties.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

This Agreement shall be governed by the laws of the State of California and venue shall be in Madera County.

Employee acknowledges that she has had the opportunity to review this Agreement with her counsel.

The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.

This Agreement may be executed in counterparts containing original signatures.

This Agreement shall be effective only when and if approved by the HACM Board of Commissioners.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

**HOUSING AUTHORITY OF THE CITY OF MADERA**

\_\_\_\_\_  
Jose Rodriguez, Chairperson

Date: \_\_\_\_\_

**EMPLOYEE**

\_\_\_\_\_  
Sally Bompreszi

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Hilda Cantú Montoy  
Legal Counsel



## ***BOARD MEMORANDUM***

**TO:** Board of Commissioners  
Housing Authority of the City of Madera

**BOARD MEETING:** April 8, 2020

**AGENDA ITEM:** C-2

**AUTHOR:** Sally J. Bompreszi

**FROM:** Sally J. Bompreszi  
Executive Director, Acting

**DATE** March 30, 2020

**SUBJECT** Consideration and Adoption of Resolution approving a 3 year Agreement for General Legal Services between the Housing Authority of the

---

### **Executive Summary**

On March 2, 2020 and Request for Proposal (RFP) was issued for General Legal Services for HACM. RFP was published in the Merced Sun Star and Madera Tribune. RFP was also posted in our Lobby and on our website. Bid closing was 3/19/2020. A total of 6 letters were sent out to various Law office in the Central Valley:

1. Kavot, McCormick, Jenner – Tulare
2. Griswold, LaSalle, Cobb, Dowd, & Gin LLP – Hanford
3. Law Office of Thomas E. Lewis – Merced
4. Montoy Law Firm/Abshire & Wynder, LLP - Fresno
5. Price, Baker Manock – Fresno

A total of 3 bids were received:

1. Abshire & Wynder, LLP
2. Law Office of Thomas E. Lewis
3. Epperson Law Group, PC

Each proposal was evaluated on the following. A total of 110 Points were possible.

1. Proposed Cost – 35 Points
2. Experience and Technical Capabilities and Qualifications – 30 Points
3. Capacity and understanding the Scope of Services – 30 Points
4. Overall quality of Proposal – 5 Points
5. Section 3 Business Participation – 10 Points

Here are the results of each of the proposal:

1. Law Office of Thomas E. Lewis – 95 Points
2. Epperson Law Group – 80 Points
3. Aleshire & Wynder – 78 Points

### **Recommendation**

Approve the Resolution and Agreement awarding the General Legal Service Contract to Law Office of Thomas E. Lewis and authorize Chairperson to execute the 3 year Agreement.

### **Fiscal Impact**

Estimated Annual Impact:

\$235.00 x 50 hours per month x 12 months = \$141,000.00 (Attorney)

\$100.00 x 10 hours per month x 12 months = \$ 12,000.00 (Administrative Assistance)

\$125.00 x 2 trips per month x 12 = \$ 3,000.00 (Travel)

Total Estimated Annual Cost **\$156,000.00**

**RESOLUTION NO.**

**RESOLUTION OF THE HOUSING AUTHORITY  
OF THE CITY OF MADERA APPROVING THE AGREEMENT BETWEEN  
THE HOUSING AUTHORITY OF THE CITY OF MADERA AND LAW OFFICE  
OF THOMAS E. LEWIS FOR GENERAL LEGAL SERVICES AND  
AUTHORIZING THE CHAIRPERSON  
TO EXECUTE THE AGREEMENT**

WHEREAS, there is a need for General Legal Services; and

WHEREAS, monies are available to the Housing Authority of the City of Madera budget  
to perform this service work; and

WHEREAS, the project known as General Legal Services Bid #2020-01 has been  
appropriately designed, noticed and received responsible bids.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE  
CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. The Contractual Agreement with Law Offices of Thomas E. Lewis for the provision  
of General Legal Services for the Housing Authority of the City of Madera, a copy of  
the Agreement which is on file in the office of the secretary and referred to for  
particulars, is approved and the Executive Director is authorized to execute the  
Agreement on behalf of the Housing Authority of the City of Madera.
3. This resolution is effective immediately upon adoption.

\*\*\*\*\*



The foregoing Resolution No. was adopted by the Housing Authority of the City of Madera on this 8<sup>th</sup> day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

---

Jose Rodriguez, Chairperson

ATTEST:

---

Sally J. Bomprezzi  
Secretary

Approved as to Legal Form:

---

Hilda Cantu '- Montoy  
General Legal Counsel

## **HOUSING AUTHORITY OF THE CITY OF MADERA**

### **GENERAL LEGAL SERVICES AGREEMENT**

This agreement is being entered into between THE HOUSING AUTHORITY OF THE CITY OF MADERA ("Client") and Law Offices of Thomas E. Lewis (the "Firm") and constitutes a written fee agreement (the "Agreement") required by Section 6148 of the California Business and Professions Code.

#### **Scope of Work:**

Client hires and retains Firm to provide legal services for the specific purpose of providing general counsel legal services to Client. The Firm shall be the legal advisor to the HA Board of Commissioners (BOC) and services include, but are not limited to the following: the furnishing of professional legal advice and opinions, assisting in the review and/or drafting of resolutions, negotiating and drafting contracts and other documents in conjunction with real estate, construction, and other transactional matters, conducting labor negotiations and drafting of Memorandum of Understanding in connection therewith, handling or assisting in the prosecution, defense, negotiation and resolution of pending or threatened claims, litigation, mediation and arbitration matters, providing or supervising of all necessary legal services to the Client in connection with processing unlawful detainer matters on behalf of Client including but not limited to tenant grievance hearings and other pre-trial administrative proceedings, drafting of any and all necessary judicial pleadings in conjunction with unlawful detainer matters, and trial of such matters. In addition, a representative of the Firm shall attend all regular meetings of the Board of Commissioners and any special meeting of the Board, if requested to do so by Client. If not included above, the scope of work also includes the tasks identified on Pages 12 & 13 of the Request for Proposal for General Legal Services, RFP#2020-01, which section is attached hereto and incorporated herein by reference.

#### **Cooperation:**

Client agrees to be truthful with the Firm, cooperate, keep the Firm fully informed of developments, abide by this Agreement and pay bills on time. Client agrees to keep the Firm closely apprised of Client's current address, telephone number and whereabouts at all times.

#### **Billing Rate:**

The hourly rate for services to be rendered in this matter is \$235.00 per hour for the legal services to be provided by partners of the Firm, and \$100.00 per hour for legal services provided by paralegals of the Firm.

#### **Term:**

The initial term of the Agreement shall be for a period of three (3) years commencing on April 8, 2020 and ending on May 9, 2023. At the expiration of the initial term of this Agreement, this Agreement shall automatically be renewed for two (2) consecutive one year terms commencing on May 9th of each year

thereafter, unless a notice of cancellation, in writing, is sent to either party by the other at least sixty (60) days prior to the end of the initial term of the Agreement or the end of the then current renewal term.

**Time Billed:**

The Firm will charge Client for the time spent performing legal services on Client's behalf this will include, without limitation, legal research and the time the Firm spends on telephone calls relating to the legal services Firm has been retained to perform, including calls to Client, opposing counsel, government agencies, witnesses or court personnel.

**Reimbursable Expenses and Service Charges:**

Each monthly statement shall also contain a breakdown of any out-of-pocket expenses for which Client is responsible. The Firm will bill Client for travel-related expenses, including mileage reimbursement at the rate authorized by applicable IRS rules, incurred in rendering professional services, such as the cost of hotels, meals, air travel, cab fares, auto expenses, parking fees and tolls. The Firm will also bill Client for long distance and mobile telephone charges, messenger service, if required, and delivery charges where material must be sent certified or registered mail or on an expedited basis using services such as Express Mail, Federal Express or package carrier. Reimbursable copy costs will be charged at the rate of .15 per page. Any reimbursable copy costs require the prior written approval of Client and shall entail extraordinary copy tasks only. In litigation matters, costs related to shorthand reporters, deposition transcripts, subpoenas, expert witnesses and court filing fees will be incurred. The Firm reserves the right to, and in most instances will request that Client be billed directly by these service providers. Failure to timely honor these invoices may have an adverse impact upon Client's files, as well as jeopardize the Firm's future relationship with the service provider.

**Billing Statements:**

The Firm will send Client a monthly statement for fees and costs incurred. Payments on each statement will be due upon receipt. In order to have better billing control and accountability, Client agrees that all questions or challenges to bills must be made in writing within forty-five (45) days of receipt of the bill or any challenge to the billing will be waived. Client may request a statement at shorter intervals. If so requested, a statement will be provided. The Firm's statements will clearly set forth the work performed and the amount of time required to perform all work. In the event payment is not received within 60 days from the date of the monthly statement, Firm shall charge a late fee of 1% per month or the highest amount then allowed under California law on the past due balance.

**Any Questions:**

Any questions from Client about the Firm's billing procedures or any charges, may be directed to Thomas E. Lewis, who is the attorney responsible for approving all billing on this file.

**Termination:**

Client may discharge the Firm at any time. The Firm may withdraw as Client's attorney with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Firm or to follow the Firm's advice on a material matter, or any other fact or circumstance that would render the Firm's continuing representation impossible, unlawful and/or unethical. Upon conclusion or termination of the Firm's services, all unpaid charges will immediately become due and payable. After conclusion or termination of the Firm's services, the Firm will deliver Client's files or property in the Firm's possession to Client. Client agrees to sign any documents reasonably necessary to effect or complete Firm's discharge or withdrawal. If Client fails to sign a Substitution of Attorney form, if required, Client will be billed for time required for preparation of court documents and court appearances and court costs.

**Notice:**

Any notices permitted or required under this Agreement shall be delivered or mailed to the party in question at such party's then current address. Until otherwise specified, all notices to Client shall be delivered to Housing Authority of the City of Madera, 205 N G., Madera, CA 93637, and all notices to the Firm shall be delivered to Law Offices of Thomas E. Lewis, 806 W. 19<sup>th</sup> St., Merced, CA 95340. Notices shall be deemed received upon delivery, if hand delivered, or on the third business day after mailing, if mailed. Any party may change its address by giving notice to the other in accordance with this paragraph.

**Client Legal File Storage, Maintenance and Destruction:**

Client agrees that the Firm may, in its discretion, maintain all or part of Client's legal files (including all documents, pleadings, correspondence, and other papers) in either physical or electronic format, with the exception of physical evidence and other materials that cannot be saved electronically. Client also agrees that the Firm shall not be required to maintain Client's legal files in any format, electronic or otherwise, for more than five (5) years after the Firm's services in this matter are complete and following termination of the professional relationship with Client or final invoice for legal services. Client may request its legal files in writing at any time within this five (5) year period or until the file has been destroyed. The request for Client's legal files must be in writing addressed to the Firm in Merced at 806 West 19<sup>th</sup> Street, Merced, CA 95340, or a faxed request to 209-384-0003. If Client requests its legal files prior to their destruction, Client agrees that an electronic version of its legal files (together with any physical evidence or other materials that cannot be saved electronically) satisfies Firm's obligation to release to Client all client papers and property in place and stead of the physical file, solely at the Firm's

discretion. Upon the expiration of five (5) years after termination of the professional relationship between Client and Firm or final invoice for legal services, and after reasonable attempts to notify Client, Client agrees that its legal files may be destroyed, including all electronic files. Client further agrees that the Firm may also discharge its obligation to maintain Client's legal client files prior to the expiration of five (5) years by mailing notice to Client at Client's last known address of the Firm's intent to destroy the Client's legal files. It is Client's responsibility to notify the Firm of any change of address. Client agrees that "reasonable attempt" means the Firm mailing, by first class mail, postage prepaid, a notice to Client of Firm's intention to destroy Client's legal files which is addressed to Client's last known address at the time the communication is sent. If Client does not notify the Firm of Client's intent to pick up its files, they will be destroyed.

**Non Waiver:**

In the event that either party fails or neglects to enforce any provision or right of this Agreement, the parties agree that it will not be a waiver of that party's right to enforce compliance with such term or right in the future.

**Professional Liability Insurance Disclosure:**

Pursuant to California Rule of Professional Conduct 3-140, the Firm has professional liability insurance.

**Entire Agreement:**

This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

**Severability in Event of Partial Invalidity:**

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**Modification by Subsequent Agreement:**

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

**HOUSING AUTHORITY OF  
CITY OF MADERA**

---

Sally J. Bomprezzi  
Interim Executive Director

**CONTRACTOR  
Law Office of Thomas E. Lewis**

---

Thomas E. Lewis  
Sole Proprietor

Approved as to Legal Form:

---

Hilda Cantu' Montoy  
Legal Counsel

## SCOPE OF SERVICES REQUIREMENTS

1. **SCOPE OF SERVICES:** The scope of services expected to be performed should at minimum be able to provide the following:

### **A. General Counsel:**

- 1) Serve as legal advisor to HACM Board of Commissioners, Executive Director and/or his/her designee in any legal matters relating to HACM business.
- 2) Review Board meeting agendas, when requested, to ensure compliance with the California Open Meeting Law and Brown Act.
- 3) Attend Regular and Special Board meetings, when requested, and be prepared to advise the Board regarding:
  - ✓ California Open Meeting Law and Brown Act
  - ✓ Relevant regulatory requirement that govern Federal and State subsidized housing programs
  - ✓ Relevant contractual or inter-local agreement obligations that either is or may become binding upon the HACM
  - ✓ The legal impact and/or consequence of administrative policy decisions
  - ✓ HACM policies and procedures
  - ✓ HACM By-Laws
- 4) Relevant Code of Federal Regulations (CFR); California Revised Statutes (CRS); and Sections 34200-34606 of the California Health and Safety Code
- 5) Responding to inquiries by Commissioners and the Public
- 6) Responding to Public Records Act
- 7) Legal review of documents related to the sale, purchase, financing, development or construction of properties
- 8) Fair Housing issues, including claims involving violations of the Fair Housing Act, ADA, and Section 504 for the Rehabilitation Act
- 9) Defending the HACM in or initiating on its behalf, breach of contract actions that will not require or involve complex litigation
- 10) Preparation, review, and/or modification of legal documents utilized by the HACM in the course of business to ensure and/or determine compliance with applicable Federal, state, and local law.
- 11) Risk and liability exposures issues
- 12) Conflict of Interest

### **B. Landlord and Tenant:**

Represent and advise on tenant/landlord issues, including:

- 1) Non-Payment of Rent Cases
  - ✓ Review of "Notice to Quit" for legal Validity
  - ✓ Client consultation regarding particular matter presented
  - ✓ Prepare unlawful detainer pleading
  - ✓ File and serve summons and complaint
  - ✓ Perform all required actions from initiation of unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery; performing any necessary research and drafting of court documents and appearing in court on behalf of the HACM
- 2) For Cause Cases
  - ✓ Prepare unlawful detainer pleading
  - ✓ File and serve the summons and complaint
  - ✓ Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and



- promulgating discovery; performing any research and drafting of court documents, and appearing in court on behalf of the HACM
- ✓ Provide weekly status report to the HACM
- ✓ Perform all required actions for complex unlawful detainer cases and related actions, such as writs and appeals

**C. Human Resources/Personnel:**

Legal representative of the HACM, including but not limited to:

- 1) Public employment law
- 2) Labor Relations & Negotiations
- 3) Disciplinary actions
- 4) Workplace investigations in Union environment
- 5) Grievance mediation/arbitration
- 6) Policy Review
- 7) Affordable Care Act
- 8) Employment issues, including personnel policies, collective bargaining, discrimination and wrongful termination, workers compensation compliance issues.
- 9) Represent the HACM in personnel matters including formulating procedures for hiring and terminating employees any subsequent actions

**D. Other Issues as Directed:**

- 1) If requested by HACM, construction contract and procurement issues, including claims involving payment and performance bonds, change order requirements, and owner liability
- 2) Transactional experience in both mixed finance/mixed income and straight financing deals
- 3) Real Estate acquisition and sale
- 4) Tax matters including affordable housing financing and new tax credits
- 5) Environmental law and environmental hazards advice
- 6) Davis-Bacon and prevailing wage



## ***BOARD MEMORANDUM***

**TO:** Board of Commissioners

Housing Authority of the City of Madera

**BOARD MEETING:** April 8, 2020

**AGENDA ITEM:** C-3

**AUTHOR:** Sally J. Bompreszi

**FROM:** Sally J. Bompreszi

Executive Director, Acting

**DATE:** March 30, 2020

**SUBJECT** Consideration of a Resolution Adopting an Emergency Telecommuting Policy and Acknowledgement Form

---

### **Executive Summary**

Due to the COVID 19 Pandemic, we have had to deploy as many workers as we can to work from home. Currently there are 4 of us working from home, The Acting Executive Director, the Executive Administrative Assistant, IT Administrator and Interim Financial Services Manager. This policy was activated effective 3/20/2020. Each employee who is working from home will be required to sign the acknowledgement form

### **Recommendation**

Approve adoption of Emergency Telecommuting Policy and Acknowledgement Form

### **Fiscal Impact**

No fiscal impact to HACM

## **RESOLUTION NO.**

### **RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA ADOPTING NEW EMERGENCY TELECOMMUTING POLICY**

WHEREAS, the Housing Authority of the City of Madera (the “Authority”) is adopting an Emergency Telecommuting Policy due to the outbreak of the COVID -19 Pandemic.

WHEREAS, the Emergency Telecommuting Policy is meant to ensure that essential Housing Authority of the City of Madera (HACM) functions continue to be performed at an alternative location during the disruption of normal operations.

WHEREAS, HACM will implement this Policy in keeping with the mission of HACM and the respective Department.

WHEREAS, this policy is an emergency policy and HACM Executive Director or designee to withdraw the Policy if deemed necessary

WHEREAS, HACM’s Executive Director or designee shall designate and authorize specific times in which an Emergency Telecommuting Agreement (“ETA” or “Agreement”) shall apply.

NOW, THEREFORE, the Board of Commissioners of the Housing Authority of the City of Madera resolves as follows:

1. The recitals listed above are true and correct.
2. The Board adopt the “Emergency Telecommuting Agreement” and the policy is attached.
3. This Resolution is effect immediately upon adoption.

\*\*\*\*\*

The foregoing Resolution No.      was duly and regularly passed by the Board of Commissioners of the Housing Authority of the City of Madera at a regular meeting thereof, held on the 8<sup>th</sup> day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

---

Jose Rodriguez, Chairperson

ATTEST:

---

Sally J. Bomprezzi  
Secretary

Approved as to Legal Form:

---

Hilda Cantu' Montoy  
Legal Counsel



## **Emergency Telecommuting Policy**

The purpose of the Emergency Telecommuting Policy is to ensure that essential Housing Authority of the City of Madera (HACM) functions continue to be performed at an alternative location during the disruption of normal operations. HACM will implement this Policy in keeping with the mission of HACM and the respective Department. This Policy is an emergency policy and HACM Executive Director has discretion to withdraw the Policy if deemed necessary.

HACM's Executive Director shall designate and authorize specific times in which an Emergency Telecommuting Agreement ("ETA" or "Agreement") shall apply. Any ETA is subject to the terms and conditions set forth in this Policy below.

### **Eligibility Criteria**

Telecommuting is not suitable for all employees and/or positions. HACM's Executive Director has the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee's department and HACM;
  2. The potential for disruption to HACM's functions;
  3. The ability of the employee to perform his or her specific job duties from a location separate from his or her HACM's worksite ("Alternate Worksite") without diminishing the quantity or quality of the work performed;
  4. The degree of face-to-face interaction with other HACM's employees and the public that the employee's position requires;
  5. The portability of the employee's work;
  6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
  7. The risk factors associated with performing the employee's job duties from a location separate from his or her HACM's Worksite;
  8. The ability to measure the employee's work performance from a location separate from his or her HACM's Worksite;
  9. The employee's supervisory responsibilities;
  10. The employee's need for supervision;
  11. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Head, and the Executive Director.
-

**Telecommute Assignment:**

1. Any ETA is only valid for the time period specified in the Agreement. The Agreement is invalid after this time unless HACM approves an extension in writing. HACM may, in its discretion, decide to terminate the Agreement earlier.
  2. Employee acknowledges and agrees that the ETA is temporary and subject to the discretion of management. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.
  3. Non-exempt employees who receive overtime shall be assigned a work schedule in the ETA, including rest and meal breaks ("Work Schedule"). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their HACM worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the HACM's policy for working unauthorized overtime.
  4. Telecommuting employees are required to be accessible in the same manner as if they are working at their HACM worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or "Alternate Worksite." Employees must be accessible via telephone, email, and/or network access to their supervisor and other HACM employees while telecommuting, as if working at their HACM worksite. Employees shall check their HACM-related business phone messages and emails on a consistent basis, as if working at their HACM worksite.
  5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request. Employees shall record all non-productive work time on his/her timesheet.
  6. While telecommuting, employees shall adhere to the following:
    - a. Be available to the department via telephone and/or email during all ETA designated work hours.
    - b. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.
    - c. All periods of employees' unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence slip.
    - d. Employees shall ensure dependent care will not interfere with work responsibilities.
-



- e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
- f. If HACM has provided HACM owned equipment, employees agree to follow HACM's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to HACM's owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

**General Duties, Obligations and Responsibilities:**

Employees must adhere to the provisions set forth in this Policy and the terms of the ETA. Any deviation from the ETA requires prior written approval from HACM.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all HACM and departmental policies and procedures, rules and regulations, and all other official HACM documents and directives.
  2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of HACM employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other HACM employees and the public.
  3. Employees shall ensure that all official HACM documents are retained and maintained according to the normal operating procedures in the same manner as if working at a HACM worksite.
  4. Employees may receive approval to use personal computer equipment or be provided with HACM issued equipment at the discretion of the Executive Director.
  5. HACM shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (*e.g.*, utilities associated with the employee's telecommuting).
  6. Employees may receive a virtual private network ("VPN") account, as approved by the Executive Director.
  7. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while working under an ETA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.
  8. Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to HACM's network and must close or secure all connections to HACM desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for HACM.
-

Employees must maintain adequate firewall and security protection on all such devices used to conduct HACM work from the Alternate Worksite.

9. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to HACM's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to HACM work they access from the Alternate Worksite or transport from their HACM worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their HACM worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to HACM at the termination of the ETA or upon request by their supervisor, Department Head or Executive Director
  10. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. HACM shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
  11. All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
  12. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.
-

## Emergency Telecommuting Agreement

### Employee Acknowledgement:

I, the undersigned employee ("Employee"), have read the Emergency Telecommuting Policy and the Emergency Telecommuting Agreement ("ETA" or "Agreement") in their entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the ETA is temporary and contingent upon Executive Director's approval. Approval does not imply entitlement to a permanently modified position or a continued telecommute arrangement.

I understand and agree that the ETA is voluntary and may be terminated at any time. I further understand that HACM may, at any time, change any or all of the conditions under which approval to participate in the ETA is granted, with or without notice.

I agree to and understand my duties, obligations and responsibilities. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand this Agreement may be immediately terminated.

The Agreement is valid from \_\_\_\_\_ to \_\_\_\_\_. I understand this Agreement expires on \_\_\_\_\_ and may not continue unless HACM approves a new ETA in writing. HACM may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours HACM expects the Employee to be physically present at HACM Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

Alternate Worksite: The location and address of the Alternate Worksite is:

_____	
Street	Authority
_____	
Zip Code	State

The phone number to reach Employee at the Alternative Worksite while working under this Agreement is:

\_\_\_\_\_.

The days and hours ("Work Schedule") HACM permits the Employee to be physically present at the Alternate Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

\_\_\_\_\_

The Employee agrees to report work-related injuries to the Employee's supervisor at the earliest reasonable opportunity. The Employee agrees to hold HACM harmless for injury to third parties at the Alternate Worksite.

I hereby affirm by my signature that I have read this Emergency Telecommuting Agreement, and understand and agree to all of its provisions.

---

Employee's Name and Title

Date

---

Employee's Supervisor's Name and Title

Date

---

Executive Director

Date

**Submit the completed and executed Agreement to \_\_\_\_\_**

---



Housing Authority of the City of Madera

Jose Rodriguez  
CHAIRMAN

Sally Bompreszi  
ACTING EXECUTIVE DIRECTOR

***BOARD MEMORANDUM***

**TO:** Board of Commissioners  
Housing Authority of the City of Madera

**BOARD MEETING:** April 8, 2020

**AGENDA ITEM:** C-4

**FROM:** Sally Bompreszi, Acting Executive  
Director

**AUTHOR:** Martha Ramirez, Housing Services Manager

**DATE:** March 4, 2020

**SUBJECT:** Public Hearing and Consideration and Adoption of a Resolution Approving the 5-Year Public Housing Agency ("PHA") Plan

---

**EXECUTIVE SUMMARY**

The Authority is required to periodically update its Public Housing Agency (PHA) Plan and submit it to the U.S. Department of Housing and Urban Development. The PHA Plan is a comprehensive guide to public housing agency policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: The 5-Year PHA Plan, which each PHA submits to HUD once every fifth PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by non-qualified agencies such as the Authority. Approval of the attached resolution will approve the 5-Year PHA Plan. The Annual Plan will be submitted to the Authority for approval in the near future.

**RECOMMENDATION**

Hold a public hearing and then adopt a resolution of the Housing Authority of the City of Madera adopting the 2020 5-Year PHA Plan to the U.S. Department of Housing and Urban Development.

**RESOLUTION NO.**

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY  
OF MADERA ADOPTING THE 2020 5-YEAR PUBLIC HOUSING AGENCY (PHA) PLAN  
AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN CERTIFICATE OF  
COMPLIANCE**

WHEREAS, the Housing Authority of the City of Madera (the ‘Authority’) is a duly existing Public Housing Authority of the State of California pursuant to the ‘*Housing Authorities Law*,’ California Health and Safety Code §§34200 et seq.; and

WHEREAS, the Authority provides a Public Housing Program and Housing Choice Voucher and Certificate Program for the City of Madera; and

WHEREAS, the Code of Federal Regulations requires a 5-Year PHA Plan; and

WHEREAS, the 2020 5-Year PHA Plan (‘Plan’) has been reviewed by General Counsel and is deemed to be consistent with current HUD regulations and criteria; and

WHEREAS, the Authority made available at a public location, for a 45-day period prior to the public hearing on the updates, a copy of said Plan for review by the citizens of Madera; and

WHEREAS, the availability of the update for review and notice of the public hearing were published as required by federal regulations.

NOW, THEREFORE, the Board of Commissioners of the Housing Authority of the City of Madera resolves as follows:

1. The recitals listed above are true and correct.
2. The Authority adopts as its Agency Plan the certain document entitled “2020 5-YEAR PHA PLAN” attached hereto.
3. This resolution is effective immediately upon adoption.

\*\*\*\*\*

The foregoing Resolution No.    was adopted by the Housing Authority of the City of Madera  
on this 8<sup>th</sup> day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

---

Jose Rodriguez, Chairperson

ATTEST:

---

Sally J. Bomprezzi  
Secretary

Approved as to Legal Form:

---

Hilda Cantu' Montoy  
General Legal Counsel

Attachment: 2020 5-Year PHA Plan





Housing Authority of the City of Madera

Jose Rodriguez  
CHAIRMAN

Sally Bompreszi  
ACTING EXECUTIVE DIRECTOR

**To:** Sally Bompreszi  
Acting Executive Director

**Date:** February 7, 2020

**From:** Martha Ramirez *MR*  
Housing Services Manager

**Subject:** PHA 5 year Plan

**Cc:**

---

Please review the attached PHA 5 year plan. Make necessary changes and or recommendations.  
If you agree please signed as indicated.

☒ I agree with recommendation.

☐ I do not agree with the recommendation for the following reasons:

---

---

*Sally Bompreszi*  
Acting Executive Director

2-11-2020  
Date

# 5-Year PHA Plan (for All PHAs)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB No. 2577-0226  
Expires: 02/29/2016

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

<b>A.</b>	<b>PHA Information.</b>																																
<b>A.1</b>	<p>PHA Name: <u>Housing Authority of the City of Madera</u> PHA Code: <u>CA069</u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2020</u></p> <p>PHA Plan Submission Type: <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																							
Participating PHAs	PHA Code					Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																									
		PH	HCV																														
Lead PHA:																																	
<b>B.</b>	<b>5-Year Plan.</b> Required for all PHAs completing this form.																																
<b>B.1</b>	<p><b>Mission.</b> State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.</p> <p>The Housing Authority of the City of Madera provides affordable and safe housing for low to moderate income individuals and families, and for those whose circumstances find them without a place to live.</p>																																

**B.2**

**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low-income, and extremely low- income families for the next five years.

To accomplish our mission, the Housing Authority of the City of Madera will focus on three primary strategies:

**Goals**

- A.** Increase the availability of decent, safe, and affordable housing:
  - 1. Expand the supply of assisted housing by leverage private or other public funds to create additional housing opportunities; and, acquire or build units or developments.
  - 2. Improve the quality of assisted housing by renovating or modernize public housing units; maintain high performer status in the Section 8 & Public Housing programs
  - 3. Increase assisted housing choice by continuing Public Housing and Voucher ROSS programs.
- B.** Improve community quality of life and economic vitality.
  - 1. Continue Community Policies Programs and establish resident education programs at development sites on housing and community services and program.
- C.** Promote self-sufficiency and asset development of families and individuals.
  - 1. Promote self-sufficiency and asset development of assisted household by:
    - Increasing the number of percentage of employed persons in assisted families
    - Continue to apply for Resident Opportunity and Self-Sufficiency (ROSS) Grant to provide a "Family Advocate" position to provide Family Self-Sufficiency (FSS) Case Management for Public Housing and Section 8 families.
    - Collaborate with local or private organizations to provide presentations at public housing developments.
    - Collaborate with local or private organizations in efforts to serve the housing needs of the special needs and homeless.
- D.** Ensure Equal Opportunity in Housing for all American
  - 1. Ensure equal opportunity and affirmatively further fair housing objectives by:
    - Undertaking affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race color, religion, national origin, sex, familial status, and disability.
    - Provide training to all staff to keep abreast of the current fair housing laws.
    - Maintain staff awareness and training on the special needs of sub-cultural issues to avoid any form of discrimination.

**Other PHA goals and Objectives:**

- Maintain modern technology in computer systems, both hardware and software.
- Continue to maintain financial stability
- Researching in possible converting the older PH units to RAD
- Provide training to staff on a regular basis
- Continue staff committees to plan team-building activities

**B.3**

**Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.  
**PHA Progress in meeting the goals and objective described in the previous 5-Year Plan.**

**Expanding the supply of Assisted Housing:**

- In the last 5 years the HA worked closely with private developers in assisting their efforts in develop assisted housing tax credit properties to house low-income families. Approximately 3 new developments have been developed where Section 8 assistance has been instrumental in helping families with their rent.
- In the last 5 years the HA worked closely with local support services agencies in establishing a preference referral program for families who have completed curriculum to promoted self-sufficiency. Targeted groups included Family Unification Program, Victim Services, Foster Youth, and Mental Health.
- Leveraging private or public funds to create additional housing opportunities.

**Improve the Quality of Assisted Housing:**

- In the last 5 years the HA have substantially increase its Real Estate Assessment Center (REAC) scores. The Section 8 program has continue be a high performer.
- In the last 5 years the HA improved communications, cooperation and courtesy between staff, residents and the community by providing bi-lingual applications, forms, and correspondence; holding Town Hall meetings with residents; participating in local service agency committees such as the ADA Council, Homeless Coalition, Interagency Council, Mental Health Steering Committee, local Planning Council, City Housing Element Committee, etc.
- In the last 5 years modernization and rehabilitation of Public Housing units have continue with energy efficient efforts which include purchasing Energy Star appliances, placement of window with dual panes, ...etc.
- In the last 5 years the HA provided an improved living environment by:
  - Worked closely with the City of Madera and hired a full time Police Officer that works directly with staff and tenants.
  - Established regular meetings with the Police Department and HA staff in developing effective communication and sharing of information to establish safer living environments in Public Housing.
  - Holding Town Hall meetings presented by the HA and Police Department to discuss resident concerns and provide education.
  - Revised Public Housing leases to effect effective enforcement action for lease violators.
- In the last 5 years the HA continued to promote self-sufficiency by:
  - Maintaining approved FSS and ROSS grants yearly which provided continued funds to employ FSS and ROSS Coordinators.
  - Continued partnering with local private organizations and increased planning coordinating Committee (PCC) participation in working collaboratively towards self-sufficiency goals.
- In the last 5 years the HA ensured equal opportunity and affirmatively furthered Fair Housing by:
  - Continued to undertake affirmative measures to ensure access to assisted housing.
  - Ongoing HA staff training to keep them abreast of current fair housing laws.
- In the last 5 years the HA established a strong, professional work environment by:
  - Maintaining financial stability.
  - Ongoing staff training
  - Established a HA Events Committee.
  - Implementing "in-service" days to promote team-building, agency/program education, and stall morale.

<p><b>B.4</b></p>	<p><b>Violence Against Women Act (VAWA) Goals.</b> Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. HACM adopted the VAWA policy in accordance with the Violence Against Women Reauthorization Act of 2013 (VAWA) to help ensure that all actual and potential beneficiaries of its housing programs are aware of their rights under VAWA. The purpose of this policy is to reduce domestic violence, dating violence, sexual assault, and stalking by:</p> <ul style="list-style-type: none"> <li>• Protecting the safety of victims;</li> <li>• Building collaborations among victim services providers; and</li> <li>• Assisting the PHA to respond appropriate to the violence while maintaining a safe environment for the PHA, employees, tenants, applicants, Housing Choice Voucher participants, and others.</li> </ul> <p><b>GOALS AND OBJECTIVES</b></p> <p>A. Maintaining compliance with all applicable legal requirements imposed by VAWA</p> <p>B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault and stalking</p> <p>C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault and stalking</p> <p>D. Creating and maintaining collaborative arrangements between HACM, law enforcement authorities, victim services providers and other to promote the safety and well-being of victims of actual or threatened domestic violence, dating violence, sexual assault and stalking</p> <p>E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault and stalking affecting individuals assisted by HACM.</p> <p>This policy is incorporated into HACM's "Admission and Continuing Occupancy Policy" and "Housing Choice Voucher Program Administrative Plan and applies to all PHA housing programs.</p>
<p><b>B.5</b></p>	<p><b>Significant Amendment or Modification.</b> Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>As mandated by the U.S. Department of Housing and Urban Development, the Housing Authority must define "What is a substantial charge to the Agency Plan?" If a proposed change to the Agency Plan is considered a "substantial change," it must undergo a public process that includes: consultation with the Resident Advisory Board, a public comment period, public notification of where and how the proposed change can be reviewed and approved by the Housing Authority Board of Commissioners. Therefore, the Housing Authority defines significant changes to the Agency Plan to be:</p> <ul style="list-style-type: none"> <li>• Significant changes to Application, Waiting List and Tenant selection policy</li> <li>• Significant changes to Income and Rent Determination policy</li> <li>• Significant changes to Verification policy</li> <li>• Significant changes to Leasing and Inspections policy</li> <li>• Significant changes to Moves with Continued Assistance and Portability</li> <li>• Significant changes to Reexaminations policy</li> <li>• Significant changes to Grievance &amp; Appeals policy</li> <li>• Significant changes to Program Integrity policy</li> <li>• Significant changes to Program Administration policy</li> </ul> <p>An exception to this definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements; such changes will not be considered significant amendments.</p>
<p><b>B.6</b></p>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y   N  <input type="checkbox"/>   <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<p><b>B.7</b></p>	<p><b>Certification by State or Local Officials.</b></p> <p><u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

## Instructions for Preparation of Form HUD-50075-5Y 5-Year PHA Plan for All PHAs

---

### A. PHA Information 24 CFR §903.23(4)(e)

- A.1 Include the full PHA Name, PHA Code, , PHA Fiscal Year Beginning (MM/YYYY), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

### B. 5-Year Plan.

- B.1 **Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. (24 CFR §903.6(a)(1))
- B.2 **Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. (24 CFR §903.6(b)(1)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.
- B.3 **Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5- Year Plan. (24 CFR §903.6(b)(2))
- B.4 **Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR §903.6(a)(3))
- B.5 **Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.
- B.6 **Resident Advisory Board (RAB) comments.**
- (a) Did the public or RAB provide comments?
  - (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.17(a), 24 CFR §903.19)

---

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

---

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Sally Bomprezzi, the Acting Executive Director  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the City of Madera  
*PHA Name*

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of  
Impediments (AI) to Fair Housing Choice of the

City of Madera  
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State  
Consolidated Plan and the AI.

The PHA plan consisted with the community development needs and market conditions stated in  
The Consolidated Plan and the Analysis of Impediment to Fair Housing Choice because the Plan is  
Consisted with the objectives, outcomes, and needs identified in the Plan Needs Assessments. It  
Also seeks to address the needs identified in the Analysis of Impediment to Fair Housing Choice.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Sally Bomprezzi

Title

Acting Executive Director

Signature

Sally Bomprezzi

Date

February 11, 2020





## ***BOARD MEMORANDUM***

**TO:** Board of Commissioners  
Housing Authority of the City of Madera

**BOARD MEETING:** April 8, 2020

**AGENDA ITEM:** C-5

**FROM:** Sally J. Bompreszi  
Executive Director, Acting

**AUTHOR:** Sally J. Bompreszi

**DATE** April 2, 2020

**SUBJECT** Request for Authorization to move forward with soliciting bids from Staffing Agencies to begin the search for Executive Director's position.

---

### **Executive Summary**

In August, 2019 Executive Director, Linda M. Shaw, resigned her position from the Agency. A job search was conducted in October, 2019 in which 3 candidates were interviewed by the Board of Commissions. A candidate was selected but an agreement on contract was not obtained. Since then Financial Services Manager has been Acting Interim Director. We would like to give a staffing agency a chance to give us candidates for the Commission to interview at a future date. Would like authorization to move forward with soliciting bids from the agencies and begin the process to find the next Executive Director.

### **Recommendation**

Approve moving forward with process to find qualified candidates for the next Executive Director.

### **Fiscal Impact**

\$20,000- \$25,000





## Housing Authority of the City of Madera

Jose Rodriguez  
CHAIRPERSON

Sally Bompreszi  
ACTING EXECUTIVE DIRECTOR

**Date:** April 8, 2020  
**To:** Housing Authority Board of Commissioners  
**From:** Sally J. Bompreszi, Acting Executive Director

### **SUBJECT: F. EXECUTIVE DIRECTOR REPORT**

*Listed for your review are 'informational bullets' detailing the activity/status for various agency programs, partnerships, etc. Should you have any questions or desire greater detail, I am most willing to assist in that regard.*

**F-1 COVID 19 Update** – We currently have 4 staff teleworking. PH and HCV staff are working ½ days to limit the amount of staff at office at one time. Finance Department is working ½ days. COVID 19 questionnaire being completed every Day on staff working at office.

**F-2 2018 Capital Fund Project Update**  
• Obligation date to be extended by HUD  
• Environmental Quotes being obtained

**F-3 Central Valley Consortia with Merced, Stanislaus and Riverbank Housing Authority**

Draft Agreement received for review.

**F-4 Emergency/Supportive Housing for the City of Madera Update**

Nothing new to report

**F-5 IT Administrator Position Update**

Current IT Administrator resigned to take a job with the City of Chowchilla. Ivan Diaz (past IT Administrator) was contacted and he will be assisting us as a Contractor until a replacement is found.

