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

REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

Notice and Agenda

6:00 PM Wednesday, August 09, 2023,

Madera City Hall Council Chambers 205 W. 4th Street Madera, CA 93637

This Notice, Meeting Agendas, Board Meeting Packets, and Meeting Minutes can be viewed electronically on the Housing Authority's website - located at www.maderaha.org. There access the tab "About Us" and then open the tab "Board Meeting Agenda."

This meeting of the Housing Authority's Board of Commissioners is open to the public. Members of the public may participate in the meeting and comment on an Agenda item in person or remotely by logging onto Zoom:

https://cityofmadera.zoom.us/j/4566051574?pwd=eVYyMWRvV2FNcXJIWEptbTRDQVVIZz09

or alternatively by telephone by dialing (669) 900-6833 and then entering Meeting ID No: 456 605 1574.

Written materials related to an item on the Agenda for the open session portion of this meeting distributed to the Board of Commissioners less than 72 hours before this scheduled meeting, are available for public inspection during normal business hours at the Housing Authority's office located at 205 N G Street, Madera, CA 93637.

Comments will also be sent via email to Ms. Marisela Lopez at mlopez@maderaha.org or by regular mail sent to the Housing Authority at 205 N G Street, Madera, CA 93637, Attention Marisela Lopez.

The meeting room is accessible to the physically disabled and the services of a translator can be made available upon request. Any accommodation for the disabled, language signers, assistive listening devices, or translation services needed to facilitate an individual's participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting by contacting the City of Madera's Human Resources Dept. at (559) 661-5400, Ext. 8704 or the Housing Authority at (559) 674-5695 Ext. 222 between the business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Those who are hearing impaired can call 711 or 1.800.867.4323 for a TTY Relay Service.

CALL TO ORDER:

Chairperson Elsa Mejia

ROLL CALL:

Chairperson Elsa Mejia Vice-Chairperson Anita Evans, Commissioner Cece Gallegos, Commissioner Jose Rodriguez, Commissioner Santos Garcia Commissioner Steve Montes and Commissioner Artemio Villegas

INVOCATION:

Pam Grewal, Madera Sikh Temple

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 (3) minutes. Speakers will be asked, but 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 their comment until that item is called. Comments regarding items listed for "Public Hearing" on the agenda, should be held until the Public 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 a public comment at this time.

A. WORKSHOPS:

HACM Bylaw Committee Update and distribution of proposed Amended Bylaws.

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be considered by one motion and a single vote. There will be no separate discussion of each of these items. If any Commissioner or member of the public wishes to discuss a matter listed on the Consent Calendar, they can request that such item be removed from the Consent Calendar and such item will be considered separately.

- B-1 APPROVAL OF REGISTER AUDITED DEMANDS JULY 2023
- B-2 APPROVAL OF JULY 12, 2023, REGULAR BOARD MEETING MINUTES

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

- C-1 RESOLUTION No. 1255 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE LANGUAGE INTERPRETATION CONTRACT WITH LANGUAGE INTERPRETATION SERVICES INC.
- C-2 RESOLUTION No. 1260 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE COST-OF-LIVING FEE ADJUSTMENT FOR ATTORNEYS ALESHIRE & WYNDER, LLP.

- C-3 RESOLUTION No. 1261 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING A CONTRACT WITH TECH HEROES, INC. FOR TECHNOLOGY SERVICE.
- C-4 RESOLUTION No. 1262 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE YARDI ASPIRE TRAINING PROPOSAL FOR HACM STAFF.
- C-5 RESOLUTION No. 1263 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING A CONTRACT WITH LUBIN-OLSON FOR LEGAL SERVICES REGARDING THE HOUSING AUTHORITY OF THE CITY OF MADERA VERSUS MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. (MORES)
- D. WRITTEN COMMUNICATIONS: Marisela Lopez, Executive Administrative Assistant
- E. <u>ADMINISTRATIVE REPORTS</u>: Renee Wright, Executive Director

E-1: Monthly Housing Activity Report

	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec
Section 8				Section	n 8							
Households Assisted	733	755	735	741	750	758	768					
YTD Lease Up projection	91%	94%	91%	92%	93%	94%	96%					
MTD HAP Expenses	\$385,910	\$346,843	\$363,455	\$482,737	\$493,348	427,119	432,060					
Waiting List	842	842	842	842	842	842	842					
Public Housing				Public Ho	using							
Vacancies	4	2	1	0	0	2	3					
Waiting List	2810	2910	2910	2910	3207	3225	3236					
Unit Turnover	46	31	29	0	0	7	1					
Farm Labor				Farm La	bor							
Vacancies	0	0	1	0	0	1	0					
Waiting List	16	23	18	18	17	18	16					
Unit Turnover	0	0	0	0	0	10	1					
Maintenanc e				MAINTEN	ANCE							
Public												
Housing				Public Ho	using							
Open Work Orders	21	14	4	9	22	10	6					
Average days	11	10	5	3	15.7	14.6	3.64	7				

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Farm Labor				Farm Lal	bor					
Open Work Orders	12	15	3	0	10	8	3			
Average days	39	19.5	5	0	9	17.4	3.7			

F. EXECUTIVE DIRECTOR REPORT: Renee Wright, Executive Director

G. **COMMISSIONER REPORTS:**

H. <u>CLOSED SESSION</u>: Attorney Emilio J. Huerta

The Board of Commissioners will adjourn into closed session to discuss the following items.

- H-1: EEOC Complaint of Renee Wright, Grievance of Guillermo Ruelas, Grievance of Stephany Fernandez, and other Employee personnel matters pursuant to CA Govt. Code Section 54957(b)(1).
- H-2: Report by the Board of Commissioner's Leadership Guidance Committee, Executive Director's Annual Performance Evaluation, and Salary Review pursuant to CA Govt. Code Section 54957(b)(1).
- H-3: Potential litigation pursuant to CA Govt. Code Section 54956.9(d)(4)

I. <u>ADJOURNMENT</u>:

The next Regular Monthly Meeting will be Wednesday, September 13, 2023, at 6 p.m., at the City of Madera, Council Chambers.

Certificate of Posting

I, Marisela Lopez, declare under penalty of perjury the laws of the State of California, that I am an employee of the Housing Authority of the City of Madera, and that I posted the above **August 03, 2023** Agenda for the Regular Meeting of the Housing Authority of the City of Madera's Board of Commissioners, near the front entrance of the office of Housing Authority located at 205 North G Street, Madera, CA 93637, on the Housing Authority's Website, and at the front entrance of the Madera City Hall, located at 205 W. 4th Street, Madera, CA 93637, at or about 10:00 a.m..

Executed this, 3RD day of August 2023.

Marisela Lopez, Executive Administrative Assistant Housing Authority of the City of Madera

A. WORKSHOPS:

HACM BYLAW COMMITTEE UPDATE

Proposed

BY-LAWS

OF THE

HOUSING AUTHORITY OF THE CITY OF MADERA

AS AMENDED ON _____, 2023

BY RESOLUTION NO. ___

DRAFT 08/01/23

Law Office of Emilio J. Huerta P.O. Box 2244 Bakersfield, CA 93303 Tel. (661) 809-4500

BY-LAWS OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

AS AMENDED ON	2023
BY RESOLUTION NO.	

DRAFT 08/01/23

ARTICLE I - RECITALS

WHEREAS, pursuant to California Health and Safety Code Section 34240, et seq., on September 3, 1968, pursuant to Resolution No. 2192, the City of Madera, a governmental entity politic, established an authority to benefit the residents of the City of Madera;

WHEREAS, on January 6, 1969, the founding Board of Commissioners adopted Bylaws to govern the housing authority and resolved in Section 1 of such Bylaws, that the name of the authority shall be the "Housing Authority of the City Madera" ("Housing Authority");

WHEREAS, under the provisions of the United states Housing Act of 1937, as amended, ("Act"), the Department of Housing and Urban Development ("HUD") is authorized to provide financial assistance to public housing agencies for undertaking and carrying out the development and operation of low rent housing projects that will assist in the meeting this goal;

WHEREAS, the mission of the Housing Authority is to increase the inventory of affordable housing in and around Madera County by developing, constructing, and or owning affordable housing units; and

WHEREAS, in furtherance of its mission, the Housing Authority, through HUD, issues housing vouchers for tenants in need of financial assistance to secure safe decent affordable rental housing.

NOW THEREFORE, the Board of Commissioners of the Housing Authority adopts the following rules and regulations with respect to the governance of the Housing Authority.

ARTICLE II - THE HOUSING AUTHORITY

Section 1. Name of the Housing Authority

The name of the Housing Authority shall be the "Housing Authority of the City of Madera."

Section 2. Seal of Housing Authority

The seal of the Housing Authority shall be in the form of a circle and shall bear the name of the Housing Authority, the year of establishment, and the Housing Authority logo.

Section 3. Office of Housing Authority

The offices of the Housing Authority shall be at a location designated by the Board of Commissioners in the City of Madera, California.

Section 4. Responsibility of the Housing Authority

The legal responsibilities of the Housing Authority are delineated in Housing Authorities Law of the State of California (California Health and Safety Code Section 34200, et seq.) and all other applicable laws of the State of California.

ARTICLE III - GENERAL PROVISIONS

Section 1. Bylaws

These Bylaws shall serve to govern the Housing Authority's Board of Commissioners. A copy of these Bylaws shall be maintained and physically posted at the Housing Authority office and on website.

Section 2. Number of Commissioners

The Board of Commissioners shall consist of seven (7) members.

Section 3. Membership - Council Members of the City of Madera

Members of the Board of Commissioners shall be elected and/or appointed members of the Madera City Council.

Section 4. Non-Council Members

Upon a vote of a majority of the Board of Commissioners, the Commissioners may appoint individuals - who are not Council members and who reside in the City of Madera - to the Housing Authority's Board of Commissioners, as permitted by the California Housing Authorities Law.

Section 5. Term of Office

Upon election and/or appointment, Commissioners shall serve a four (4) year term, or the remainder of the term for which a Commissioner was elected or appointed.

Section 6. Eligibility for Continued Membership

All Commissioners must be residents of the City of Madera. Except for persons appointed by the Board of Commissioners, members of the Board of Commissioners who are elected members of the Madera City Council, shall be eligible to serve on the Board of Commissioners so long as they retain their elected status.

Section 7. Vacancies

A vacancy will occur upon the resignation or death of a Commissioner, a Commissioner no longer resides in the City of Madera, upon a Commissioner's removal for neglect or misconduct, and upon the removal of office by the Board of Commissioners as provided in these Bylaws. The Board of Commissioners shall endeavor to fill a vacancy by appointing a replacement to the vacant position within 60 days of the occurrence of such vacancy.

Section 8. Per Diem/Reimbursement

Commissioners are not entitled to receive any per diem for attendance at a regular or special meetings unless such meetings are out of town and attended to specifically for behalf of the Housing Authority; whereupon a Commissioner attending such meeting shall be eligible to be reimbursed reasonable costs of travel, lodging, and meals. There will be no reimbursement for community meetings, committee meetings, or other similar ad hoc sessions.

Section 9. Meeting Attendance

Commissioners must attend all meetings of the Housing Authority in person, unless otherwise excused or as otherwise provided by the Brown Act, as amended from time to time.

Section 10. Removal for Unexcused Absences

The Board of Commissioners shall have the authority, upon a majority vote, to remove a Commissioner as a result of having failed to attend three (3) or more meetings within a single year without a reasonable excuse as determined by the Board of Commissioners.

Section 11. Contract for Personnel Services

The Board of Commissioners may satisfy the Housing Authority's management and personnel needs through direct hiring, contracts with other public agencies, or contracts with individuals whom it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law of California. The Board of Commissioners shall issue requests for proposals in accordance with the Housing Authority's or HUD's established procurement policies and procedures, as amended from time to time.

Section 12. Refrain From Interference

Except for the purposes of inquiry, management oversight, in the case of an emergency, in the absence of the Executive Director, or for "good cause" as declared by the Board of Commissioners, members of the Board of Commissioners shall refrain from interfering with the execution of any Housing Authority Executive Director's delegated responsibilities. The Board of Commissioners and its members shall only interact with the Executive Director with regard to the execution of administrative, personnel, and operational functions. An attempt by a Commissioners to influence the Executive Director with respect to the making of any appointment, purchase of any services, materials or supplies, shall subject such Commissioner to an investigation and possible removal for malfeasance.

ARTICLE IV - OFFICERS

Section 1. Officers

The Officers of the Housing Authority shall be the (1) Chair, (2) Vice Chair, and (3) Secretary.

Section 2. Election Chair and Vice Chair

The Chair and Vice Chair shall be elected from the Board of Commissioners at the Annual Meeting. Upon election, the Chair and Vice Chair shall immediately assume their offices at the meeting where they are elected.

Section 3. Term of Office

The Chair and Vice Chair shall be elected for a two (2) year term of office.

Section 4. Duties of the Chair

The Chair shall preside over all meetings of the Board of Commissioners. Except as otherwise authorized by these Bylaws or upon adoption of a resolution, the Chair shall sign all checks, the Executive Director's time-sheets, all contracts, deeds and other instruments approved by the Board of Commissioners, and such other documents required be HUD or law.

Section 5. Duties of the Vice Chair

The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In the case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Board of Commissioners elects a new Chair.

Section 6. Removal of Chair and Vice Chair

Upon a vote of a majority of Commissioners, the Chair and or the Vice Chair may be removed from office for dereliction of duty, negligence, or malfeasance prior to the expiration of their term of office.

Section 7. Filing of Vacancy of Chair and Vice Chair

Should the office of the Chair or Vice Chair become vacant, a successor shall be elected from the Board of Commissioners at its next regular or special meeting. The Commissioner elected to replace the Chair or Vice Chair shall assume the role of the Chair or Vice Chair for the remainder of the unexpired term of the office for which such Commissioner was elected.

Section 8. Secretary of the Board of Commissioners

The Executive Director of the Housing Authority shall serve as the Secretary of the Board of Commissioners.

Section 9. Additional Duties

The Officers of the Housing Authority shall perform such other duties and functions as may be required from time to time by the Board of Commissioners, these Bylaws, and HUD.

ARTICLE V - EXECUTIVE DIRECTOR

Section 1. Employment of the Executive Director

The Executive Director shall be employed under an agreement, the terms and conditions of which will be negotiated and entered into by and between the Board of Commissioners and the Executive Director.

Section 2. Duties of the Executive Director

The duties of the Executive Director shall include, but will not be limited to, the following:

- A. The Executive Director shall serve in the capacity equivalent to that of a Chief Executive Officer and manage all business aspects of the Housing Authority.
- B. Serve as the Secretary of the Board of Commissioners.
- C. Serve as Executive Director of all Housing Authority non-profit corporate subsidiaries.

- D. The Executive Director shall have the power and it shall be his/her duty to:
 - 1. Provide for the care and custody of all funds and deposit the same in the name of the Housing Authority in such bank(s) as the Board of Commissioners may select.
 - 2. Sign all orders and checks for the payment of money and pay out and disburse funds under the direction of the Board of Commissioners.
 - 3. Keep or cause to be kept regular books of accounts showing receipts and expenditures and render to the Board of Commissioners, at each regular meeting, an account of transactions and financial condition of the Authority.
 - 4. Keep a written record of all business transacted by the Housing Authority.
 - 5. Plan, organize, coordinate, all meetings of the Board of Commissioners.
 - 6. Coordinate the scheduling of Special Meetings of the Board of Commissioners. Upon scheduling a Special Meeting, the Executive Director shall poll Commissioners so as to determine their availability in an effort to ensure participation of all Commissioners at such Special Meeting.
 - 7. Meet with the Chair of the Board of Commissioners prior to all meetings so as to review the proposed Agenda for any meeting.
 - 8. Maintain the official records of the Board of Commissioners.
 - 9. Keep the records and the seal of the Housing Authority.
 - 10. Prepare the Housing Authority's budget.
 - 11. Supply the Board of Commissioners with information and recommendations necessary to carry out the purposes of the Housing Authority and to properly administer its affairs.
 - 12. Carry out all policies established by the Board of Commissioners and advise the Board of Commissioners on formation of those policies.
 - 13. Review, and administer all Housing Authority programs and activities, including setting rents and security deposits, maintenance charges, and approving utility allowances in accordance with applicable federal and state laws.
 - 14. Sign all binding contracts, deeds, and other instruments made by the Housing Authority as authorized by the Board of Commissioners, except said documents required to be signed by the Chair by virtue of law or HUD regulations.
 - 15. The Executive Director may satisfy the Housing Authority's management and personnel needs through direct hiring, contracts with other public agencies, or

- contracts with individuals whom he/she deems necessary to fulfill the needs of the Housing Authority.
- 16. Adhere to the Housing Authority's procurement policies and procedures when contracting for services for the benefit of the Housing Authority.
- 17. Assign, supervise, and evaluate employees in the performance of their duties
- 18. Authorize all Housing Authority employee payroll.
- 19. Appoint, discipline, and remove all employees of the Housing Authority.
- 20. Undertake as often as necessary, performance evaluations of all Housing Authority Department Managers.
- 21. Direct, review, and approve the performance evaluations of all Housing Authority employees.
- 22. Establish policies and procedures for the safe-guard and maintenance of "Petty Cash" and provide an accounting of all Petty Cash expenditures.
- 23. Timely notify the Board of Commissioners of any act or event which may subject the Housing Authority to legal liability and potential damages.
- 24. Disclose all employee grievances.
- 25. Disclose all complaints received by HUD regarding the Housing Authority.
- 26. Develop an on-going employee relations metrics so as to provide the Board of Commissioners an overview of the employee workplace experience, i.e. turnover, employee workplace satisfaction surveys, etc.
- 27. Develop an on-going employee termination risk mitigation plan regarding proposed employee terminations.
- 28. Create and complete comprehensive goal-oriented staff evaluations
- 29. Perform such other duties as the Board of Commissioners may prescribe to the Executive Director from time to time.

ARTICLE VI - MEETINGS

Section 1. Place of Regular Meetings

The Housing Authority shall hold all meetings at 205 West 4th Street, Madera, CA 93637, and at such other locations as the Board of Commissioners may designate from time to time and so long as the public has unimpeded physical and electronic access.

Section 2. Date and Time of Regular Meetings

Regular meetings shall be held at 6:00 p.m. on the second Wednesday of each month, unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding business day. Meetings will continue until such time as all scheduled business has been completed. The date and time of Regular meetings may be changed from time-to-time to accommodate public access.

Section 3. Special Meetings

Special meetings may be called by either the Chair, the Executive Director, or alternatively by two (2) Commissioners for the purpose of transacting only those items of business specifically set forth in the notice issued for such special meeting. Upon scheduling a Special Meeting, the Executive Director, or its designee will be tasked with undertaking a poll or survey of all Commissioners to determine their availability in an effort to seek the participation of all Commissioners at such meeting. The notice of the special meeting shall specify the time and place of such special meeting.

Section 4. Conformance with Ralph M. Brown Act

At all times while serving as a member of the Housing Authority's Board of Commissioners, each member and each meeting of the Board of Commissioners shall conform to the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.). All of the meetings of the Board of Commissioners, whether regular or special, shall be open to the public except Closed Session meetings.

Section 5. Closed Sessions

The Board of Commissioners may call for Closed Session in accordance with the Ralph M. Brown Act at any Regular or Special meeting. All Closed Session meetings shall be closed to the public. Minutes will be recorded by the Housing Authority's legal counsel as to any actions voted upon during a Closed Session meeting.

Section 6. Posting of Meeting Agendas

All meeting agendas will be timely posted in conformance with the Ralph M. Brown Act.

Section 7. Order of Business - Meeting Agendas

At the regular meetings of the Housing Authority, the following shall be the order of business:

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. APPROVAL OF AGENDA
- F. PUBLIC COMMENT: (Non-Agenda, Public Comments). All meeting agendas posted for public consideration shall include the following statement: "The first

15 minutes of the meeting are reserved for members of the public to address the Housing Authority's Board of Commissioners on items which are within the subject matter jurisdiction of the Board of Commissioners. Speakers shall be limited to 3 minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the agenda, the Chair has the option of asking the speaker to hold the comment until such item is called. Comments on items listed as a public hearing on the agenda should be held until the hearing is open. The Board of Commissioners is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusion should be drawn if the Board of Commissioners does not respond to the public comment at this time.

- G. WRITTEN COMMUNICATIONS (Correspondence or communications received from the public or third parties).
- H. PRESENTATIONS
- I. INTRODUCTIONS
- J. WORKSHOPS
- K. CONSENT CALENDAR: Items considered routine, and which will be enacted, approved, or adopted by a single motion, unless a Commissioner or a member of the public requests removal of an item from the Consent Calendar for separate discussion and or explanation.
- L. RESOLUTIONS, AGREEMENTS, BIDS, HEARINGS, AND/OR PETITIONS
- M. ADMINISTRATIVE/STAFF REPORTS
- N. EXECUTIVE DIRECTOR'S REPORT
- O. COMMISSIONERS' REPORTS
- P. CLOSED SESSION
- Q. ADJOURNMENT

Section 8. Public Discussion

- A. Public discussion should not be used to elicit a debate between the Board of Commissioners and the public.
- B. Speakers should not be interrupted unless they are out of order.
- C. No one shall be allowed to speak for more than three (3) minutes unless granted additional time by the Chair.

- D. When a motion is pending, no person other than a Commissioner shall address the Board after first requesting permission from the Chair.
- E. Public discussion shall precede deliberation on a motion.
- F. Absent Board approval, no public discussion shall be permitted after a motion to terminate further deliberation has been adopted..

Section 9. Board Deliberation and Action

- A. **Board Chair**. The Board Chair may participate in deliberations on all items and shall not be deprived of any of the rights and privileges as a member of the Board of Commissioners by reason of being the Presiding Officer.
- B. Getting the Floor. Every member desiring to speak shall first address the Board Chair and, upon recognition by the Chair, shall confine comments to questions on the subject matter under deliberation.
- C. Interruptions. A Commissioner, once recognized, shall not be interrupted when speaking, except to clarify a point of order. If a point of order is raised while a Commissioner is speaking, said Commissioner shall cease speaking until the question of order is clarified, and, if in order, said Commissioner shall be permitted to proceed.
- D. Remarks Entered in Minutes. Any Commissioner may request, through the Board Chair, the privilege of having a written abstract of said Commissioner's statement on any subject under consideration by the Board entered into the Minutes. If the Board consents thereto, such statement shall be entered in the Minutes.
- E. Motion to Reconsider. A motion to reconsider any action taken by the Board of Commissioners may be made only on the date such action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session thereof. Such motion must be made by a member voting with the majority and may be made at any time and have precedence over all other motions, or while a member has the floor. Any motion for reconsideration shall be debatable. Nothing herein shall be construed to prevent any Commissioner from making or remaking the same or other motion at a subsequent meeting of the Board or making a motion to rescind.
- F. Motion to Table. A motion to table can be used to postpone debate or a vote on the merits of a matter or a proposed resolution until the next scheduled meeting, A motion to table will require a majority vote and thereafter preclude all amendments or deliberation on the subject. under consideration. If the motion prevails, consideration of the subject may only be resumed upon a motion and approval of the of the majority of Commissioners.

- G. Motion Calling for the Question. A motion to call for the question thereby proposing to end debate or deliberation on a motion can only be made by a Commissioner recognized by the Chair. Upon receipt of a second and majority vote in favor of the motion, all debate and deliberation on a matter shall end and the Board will then be required to vote in favor or against an impending motion.
- H. **Division of Question**. If the motion contains two (2) or more divisible propositions, the Chair, upon request of any Commissioner, may separate the proposed matters for separate deliberation on each matter.
- Second Required. All motions, except for nominations and a point of order, shall require a second.
- J. **Majority Vote**. The actions of the Board of Commissioners shall be made by a vote of the majority of the Commissioners.
- K. Manner of Voting. Each Commissioner present at a meeting of the Board of Commissioners shall be entitled to vote on all motions, unless a member is excused from voting by a motion adopted by a majority of the members present, or unless legal counsel has recommended that a Commissioner recuse him/herself due to such Commissioner's actual or potential conflict of interest regarding the considered item.

The voting of such matters may be by roll call, and the ayes (yes) and nays (no) shall be entered into the minutes of the meeting when such vote occurred.

Any Commissioner can request a roll call vote. Unless otherwise provided herein, an affirmative vote of a majority of the Commissioners empowered to vote shall be required for the passage of all matters put to a vote. A roll call shall not be interrupted, but a member may, prior to the calling of the roll, explain his or her vote and or file with the Commission Clerk in writing an explanation thereof after the result of the roll call has been announced and recorded.

After undertaking a roll call vote, the Board Chair shall undertake the subsequent roll call vote in alternating reverse order (i.e., the Chair will start the roll call vote by asking for the vote of the Commissioner who cast the last vote regarding the previous motion and proceed accordingly in reverse order).

L. Other Matters. All other matters not covered by these Bylaws shall be decided by a majority vote of the Board of Commissioners.

ARTICLE VII - ACTIONS

Section 1. Quorum

A. **Majority of the Board of Commissioner**. A quorum of the Commissioners is necessary to take action. A quorum is defined as four (4) members of the Board of

- Commissioners. The Chair will declare the absence of a quorum if a quorum is no longer present.
- B. Debate on a pending question can be allowed to continue after a quorum is no longer present, until such time as a member raises a point of order.
- C. **Absence of a Quorum**. In the absence of a quorum, or at any time that a quorum is no longer present, the Board of Commissioners is not authorized to transact any business. The only actions authorized at a meeting lacking a quorum, is to temporarily recess the meeting in an effort to achieve a quorum within a reasonable time, fix the date for the next meeting, adjourn the meeting.
- D. Measures to Obtain a Quorum. Measures to obtain a quorum are treated as privileged motions that take precedence over a motion to recess, are not required to be placed on the agenda, are not debatable, are amendable, require a majority vote, and can be reconsidered. By way of example, of a measure to obtain a quorum is a motion that absent members be contacted during a recess. Meetings that are unable to transact business for lack of a quorum are nonetheless considered meetings under the Housing Authorities Law of the State of California.
- E. If there is a lack of a quorum at a regular or special meeting, the inability to transact business does not detract from the fact that the rules requiring the meeting to be held were complied with and the meeting was convened.
- F. Any meeting lacking a quorum will be deemed a workshop.

Section 2. Majority Vote

Actions of the Housing Authority shall be made, except as provided in Article VII, Section 1, by a vote of a simple majority, defined as more than half of the voting members.

Section 3. Form of Action

The Housing Authority may act by motion or resolution. All motions shall be recorded in the minutes verbatim. All resolutions shall be in writing and the title shall be recorded verbatim in the minutes as well as the vote. All resolutions shall be entered in a journal of the proceedings of the Authority.

Section 4. Rules of Order

The Housing Authority shall follow Robert's Rules of Order, except as otherwise provided in these Rules and Procedures, for its meetings.

ARTICLE VIII - MISCELLANEOUS

Section 1. Amendment

These Bylaws may be amended by a resolution adopted by a vote of a super majority, defined as two-thirds of the Board of Commissioners at a regularly scheduled meeting or special meeting held or called in the manner provided herein.

Section 2. Conflict of Interest

The Commissioners, employees, and contracted personnel of the Housing Authority shall comply with the provisions of Health and Safety Code Section 34281 and Government Code Sections 1090 et seq. and Sections 87100 et seq. as amended in the area of matters involving possible conflict of interest.

Section 3. Public Disclosures

Each Commissioner shall notify the Board Chair and legal counsel, whenever:

- a. A Commissioner is contacted by a party having business pending before the Board of Commissioners if the communication concerns business matter.
- b. A Commissioner makes a comment to the media. Unless otherwise authorized by the Board of Commissioners, in the event that a Commissioner make a public comment or speaks to the media, SUCH COMMISSIONER SHALL SPECIFY THAT HE/SHE IS SPEAKING IN HIS/HER INDIVIDUAL CAPACITY AND PROVIDING HIS/HER OWN INDIVIDUAL PERSPECTIVE REGARDING A MATTER BEFORE OR WITHIN THE HOUSING AUTHORITY'S JURISDICTION. SUCH COMMISSIONER SHALL PREFACE SUCH COMMUNICATION WITH THE STATEMENT THAT THE COMMENTS ARE MADE AS THEIR OWN INDIVIDUAL EXPRESSION OF OPINION, AND DO NOT NECESSARILY REFLECT THE POSITION OF THE BOARD OF COMMISSIONERS OR THE HOUSING AUTHORITY OF THE CITY OF MADERA AND REFRAIN FROM WEARING HOUSING AUTHORTY APPEARAL.

Section 4. Repeal

All other previously adopted Bylaws, amendments thereto, and ancillary rules and procedures relating thereto, are hereby repealed.

CERTIFICATE OF SECRETARY

of the City of Madera, a public body corporate comprising of 12 pages, constitute the current	e and politic; and that the for Bylaws of the Housing Aug	racoin a Distarra
Madera, as adopted by the Board of Commiss	ioners on	, 2023.
IN WITNESS THEREOF, I have hereu, 2023.	unto subscribed my name, t	his day of
	By:	
	Renee A. Wright,	Secretary

TABLE OF CONTENTS

ARTICLE 1 -	RECITALS	. 1
ARTICLE II	- THE HOUSING AUTHORITY	. 1
Section 1.	Name of the Housing Authority	
Section 2.	Seal of Housing Authority	
Section 3.	Office of Housing Authority	
Section 4.	Responsibility of the Housing Authority	
ARTICLE III	- GENERAL PROVISIONS	. 2
Section 1.	Bylaws	
Section 2.	Number of Commissioners	
Section 3.	Membership - Council Members of the City of Madera	
Section 4.	Non-Council Members	
Section 5.	Term of Office	
Section 6.	Eligibility for Continued Membership	
Section 7.	Vacancies	2
Section 8.	Per Diem/Reimbursement	3
Section 9.	Meeting Attendance	3
Section 10.	Removal for Unexcused Absences	3
Section 11.	Contract for Personnel Services	
Section 12.	Refrain From Interference	
ARTICLE IV	- OFFICERS	3
Section 1.	Officers	
Section 2.	Election Chair and Vice Chair	
Section 3.	Term of Office	
Section 4.	Duties of the Chair	
Section 5.	Duties of the Vice Chair	
Section 6.	Removal of Chair and Vice Chair	
Section 7.	Filing of Vacancy of Chair and Vice Chair	
Section 8.	Secretary of the Board of Commissioners	
Section 9.	Additional Duties	
ARTICLE V -	EXECUTIVE DIRECTOR	4
	Employment of the Executive Director	
	Duties of the Executive Director	
	AMERICAN	

Section 1.	Place of Regular Meetings	6
Section 2.	Date and Time of Regular Meetings	7
Section 3.	Special Meetings	7
Section 4.	Conformance with Ralph M. Brown Act	7
Section 5.	Closed Sessions	7
Section 6.	Posting of Meeting Agendas	7
Section 7.	Order of Business – Meeting Agendas	, 7
Section 8.	Public Discussion	' ጸ
Section 9.	Board Deliberation and Action	9
ARTICLE VI	I - ACTIONS10	'n
Section 1.	Quorum	
Section 2.	Majority Vote	
Section 3.	Form of Action	I
Section 4.	Rules of Order	
ARTICLE VII	II - MISCELLANEOUS11	
Section 1.	Amendment	
Section 2.	Conflict of Interest	
Section 3.	Public Disclosures	,
Section 4.	Repeal 12	,
CERTIFICAT	E OF SECRETARY	

B. CONSENT CALENDAR

B-1 APPROVAL OF REGISTER AUDITED DEMANDS JULY 2023

2,388.U3 Annual Generator Lesting and Service	Check	7/21/2023	CUMMINS, INC.	CUMDO	revfund	K-2118	46025
59.54 Office Supplies	Check	7/21/2023	CREATIVE COPY	CRE03	revfund	K-2117	46024
677.61 Monthly Phone/Internet Charges	Check	7/21/2023	COMCAST	combh	revfund	K-2116	46023
963.74 Annual Workshop Registration	Check	7/21/2023	C.H.W.C.A.	chw01	revfund	K-2115	46022
735.00 HVAC Repairs	Check	7/21/2023	CHAMBERS HEATING AND AIR CONDITIONING	cha9i	revfund	K-2114	46021
375.00 Annual Membership	Check	7/21/2023	CALIFORNIA ASSOCIATION OF HOUSING AUTHORITIES	C2104	revfund	K-2113	46020
280.00 Monthly Website Charges	Check	7/21/2023	BCT CONSULTING, INC.	bct00	revfund	K-2112	46019
24.71 Monthly Phone Charges	Check	7/21/2023	AT&T CALNET	att06	revfund	K-2111	46018
31.43 Monthly Phone Charges	Check	7/21/2023	AT&T	att03	revfund	K-2110	46017
105.00 Monthly ADP Processing Fee	Check	7/21/2023	ADP, INC.	ADP00	revfund	K-2109	46016
1,095.00 YASC Conference Registration	Check	7/6/2023	YARDI SYSTEMS, INC.	yar00	revfund	K-2100	46015
776.59 Bi-Monthly Fuel Charges	Check	7/6/2023	VAN DE POL ENTERPRISES	van00	revfund	K-2099	46014
2,850.00 Flooring Replacement	Check	7/6/2023	KC Construction Co.	v0008226	revfund	K-2098	46013
657.30 Monthly Cell Phone Charges	Check	7/6/2023	T-MOBILE USA INC.	TMOOD	revfund	K-2097	46012
77.91 Maintenance Supplies	Check	7/6/2023	TECO'S HARDWARE	tec02	revfund	K-2096	46011
284.45 Tenant Move-Out Refund	Check	7/6/2023	Leon Morales	t0000266	revfund	K-2095	46010
324.08 Monthly Shredding Services	Check	7/6/2023	STERICYCLE, INC.	ste02	reviund	K-2094	46009
1,007.51 Employee Life/Disability Insurance	Check	7/6/2023	STANDARD INSURANCE CO.	sta02	revfund	K-2093	46008
885.00 Sprinkler and Valve Repairs	Check	7/6/2023	SPECIALTY LANDSCAPE, INC.	spe00	revíund	K-2092	46007
7,500.00 HVAC Unit Replacement	Check	7/6/2023	RVD HEATING & AIR AND SON	rvd02	revfund	K-2091	46006
1,200.00 Tree Trimming	Check	7/6/2023	R&R TREE SERVICE	TOT.	revfund	K-2090	46005
175.18 Monthly Disposal Charges	Check	7/6/2023	RED ROCK ENVIRONMENTAL GRP	red05	revfund	K-2089	46004
681.69 Quarterly Postage Meter Service	Check	7/6/2023	QUADIENT LEASING USA, INC	qua06	revfund	K-2088	46003
4,503.37 Monthly PG&E Service	Check	7/6/2023	P. G. & E.	pge01	revfund	K-2087	46002
100.00 Monthly Section 125 Administration Fee	Check	7/6/2023	NAVIA BENEFIT SOLUTIONS,	nav04	reviund	K-2086	46001
17.90 Tenant Screening Reporting	Check	7/6/2023	NATIONAL CREDIT REPORTING	nat01	revfund	K-2085	46000
1,874.30 Annual Membership	Check	7/6/2023	NAHRO	NAH03	reviund	K-2084	45999
50,778.57 Employee ICMA Retirement Contributions Dec.22 - Jun.23	Check	7/6/2023	MISSIONSQUARE-303376	mis02	revfund	K-2083	45998
214.20 Weekly Maintenance Uniform Service	Check	7/6/2023	MISSION UNIFORM SERVICE 3	mis01	revfund	K-2082	45997
1,011.46 Employee Vision/Dental Insurance	Check	7/6/2023	METROPOLITAN LIFE INSURANCE COMPANY	met00	reviund	K-2081	45996
4,452.20 Annual Recertifications HCV/PH	Check	7/6/2023	NAN MCKAY & ASSOCIATES	MCK01	revfund	K-2080	45995
527.18 Employee Shirts for Inservice	Check	7/6/2023	MADERA TROPHY/CAL VALLEY PRINTING	mad0m	revfund	K-2079	45994
59.00 Annual Newspaper Subscription	Check	7/6/2023	MADERA TRIBUNE	MADOK	revfund	K-2078	45993
906.67 Maintenance Supplies	Check	7/6/2023	LOWE'S COMMERCIAL SERVICE	DOWO	reviund	K-2077	45992
45.00 Employee Assistance Program	Check	7/6/2023	INSIGHT EMPLOYEE ASSISTANCE PROGRAM	lns01	revfund	K-2076	45991
911.72 Maintenance Supplies	Check	7/6/2023	HOME DEPOT CREDIT SERVICE	hom04	revfund	K-2075	45990
151,072.00 Annual Property/Liability/Vehicles Insurance	Check	7/6/2023	H.A.R.R.P.	har02	revfund	K-2074	45989
15.16 Maintenance Supplies	Check	7/6/2023	GE Appllances, A Haier Company	gec01	revfund	K-2073	45988
204.00 Monthly Security Alarm Monitoring	Check	7/6/2023	DIAMOND COMMUNICATION, INC	DIAO1	revfund	K-2072	45987
5,418.00 Monthly Managed IT Services	Check	7/6/2023	DATA PATH FRESNO, LLC	DATOI	revfund	K-2071	45986
755.50 Monthly Financial Software	Check	7/6/2023	CORBIN WILLITS SYSTEM INC	CWS01	revfund	K-2070	45985
164.00 Pre-Employment Screening	Check	7/6/2023	CONCENTRA MEDICAL CENTERS	conûc	revfund	K-2069	45984
1,945.00 HVAC Repairs	Check	7/6/2023	CHAMBERS HEATING AND AIR CONDITIONING	cha9l	revfund	K-2068	45983
230.71 Medical Reimburgement for Retiree	Check	7/6/2023	BENJAMIN, NICHOLAS	ben00	revfund	K-2067	45982
750.00 Monthly VoIP & Website Maintenance Services	Check	7/6/2023	BCT CONSULTING, INC.	bct00	revfund	K-2066	45981
477.40 Monthly Phone Charges	Check	7/6/2023	ATRIT CALNET	attos	revfund	K-2065	45980
1,500.00 Monthly HR Consultant	Check	7/6/2023	AGUILAR, DANENE L.	agu00	revfund	K-2064	45979
						Control	
Amount Notes:	Check Date 'ayment Metho	Check Date	Payee Name	Payee Code	Bank Code Payee Code	Check	Check # Check
•	123	Period: From 07/2023 to 07/2023	Period: From				
	v of Madera	rayinent Register	rayment kegister Housing Authority of the City of Madera				
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0) 114040 A: 10 F W							

Payment Register Housing Authority of the City of Madera Period: From 07/2023 to 07/2023 Se Name Check Date Yayment Metho Amount

346,783.16							Grand Total
2,704.60 Final Payroll Check	Check	7/26/2023	Upshaw, Shanisha	upsûû	reviund	K-2156	46058
111.60 Travel Charges/AHACP Conference	Check	7/21/2023	WELLS FARGO BUSINESS CARD-4015	wel27	revfund	K-2150	46057
99.37 Refreshments/Office Supplies	Check	7/21/2023	WELLS FARGO BUSINESS CARD-6688	we125	revfund	K-2149	46056
301.38 8i-Monthly Fuel Charges	Check	7/21/2023	VAN DE POL ENTERPRISES	van00	revfund	K-2148	46055
1,650.00 Electrical Repairs	Check	7/21/2023	TIM R. TRULL ELECTRIC, IN	tim01	revfund	K-2147	46054
324.58 Monthly Shredding Services	Check	7/21/2023	STERICYCLE, INC.	ste02	revfund	K-2146	46053
14,939.50 Monthly Landscaping Services/Sprinkler Valve Repairs	Check	7/21/2023	SPECIALTY LANDSCAPE, INC.	spe00	revfund	K-2145	46052
317.95 New Employee Screening	Check	7/21/2023	SIERRA HR PARTNERS	sle05	revfund	K-2144	46051
3,072.00 Temporary Worker Charges	Check	7/21/2023	ROTH STAFFING COMPANIES, L.P.	rot01	revfund	K-2143	46050
2,544.87 Monthly Copier Services	Check	7/21/2023	RICOH USA, INC.	RICO5	revfund	K-2142	46049
517.50 Monthly Disposal Charges	Check	7/21/2023	RED ROCK ENVIRONMENTAL GRP	red05	revfund	K-2141	46048
372.00 Monthly Water Lab Charges	Check	7/21/2023	PROTZMAN ENTERPRISES	pro04	revfund	K-2140	46047
215.00 Audit Services	Check	7/21/2023	PRICE, PAIGE & COMPANY, CPA LLC	pri00	revfund	K-2139	46046
2,792.85 Maintenance Supplies	Check	7/21/2023	REXEL USA, INC.	PLA03	revfund	K-2138	46045
2,469.14 Monthly PG&E Service	Check	7/21/2023	in Se Se in	pge01	revfund	K-2137	45044
425.00 Monthly Fumigation Services	Check	7/21/2023	PERIMETER PEST CONTROL	pera4	revfund	K-2136	46043
800.00 Monthly Income Due to OMS	Check	7/21/2023	OMS DEPT. OF HOUSING & COMM. DEVELOPMENT	oms01	revfund	K-2135	46042
1,316.89 Office Supplies	Check	7/21/2023	ODP BUSINESS SOLUTIONS, LLC	off02	revfund	K-2134	46041
3,518.10 Employee ICMA Retirement Contributions	Check	7/21/2023	MISSIONSQUARE-303376	mls02	revfund	K-2133	46040
285.60 Weekly Maintenance Uniform Service	Check	7/21/2023	MISSION UNIFORM SERVICE 3	mls01	revfund	K-2132	46039
400.00 Tenant Move-Out Refund	Check	7/21/2023	Mendoza De Velasco	men0037	revfund	K-2131	46038
4,751.18 Annual Recertifications HCV/PH	Check	7/21/2023	NAN MCKAY & ASSOCIATES	MCK01	revfund	K-2130	46037
169.94 Tenant Move-Out Refund	Check	7/21/2023	Mata	mat0004	revfund	K-2129	46036
25.49 Monthly Disposal Charges	Check	7/21/2023	PUBLIC WORK FAIRMEAD LANDFILL	mad46	reviund	K-2128	46035
89.85 Office Supplies	Check	7/21/2023	MADERA TROPHY/CAL VALLEY PRINTING	mad0m	revfund	K-2127	46034
450.00 Annual Membership	Check	7/21/2023	MADERA CHAMBER OF COMMERCE	MADOG	revfund	K-2126	46033
46,621.56 Monthly Water/Sewer/Disposal Charges	Check	7/21/2023	CITY OF MADERA UTILITY BILLING	mad02	revfund	K-2125	46032
1,658.46 Maintenance Supplies	Check	7/21/2023	LOWE'S COMMERCIAL SERVICE	[DW0]	revfund	K-2124	46031
586.19 Maintenance Supplies	Check	7/21/2023	HOME DEPOT CREDIT SERVICE	hom:04	revfund	K-2123	46030
600.00 Tenant Move-Out Refund	Check	7/21/2023	Hemandez-Venegas	her0046	revfund	K-2122	46029
1,264.93 Maintenance Supplies	Check	7/21/2023	HD SUPPLY FACILITIES MAINTENANCE	hds00	revfund	K-2121	46028
60.36 Maintenance Supplies	Check	7/21/2023	GENERAL BUILDERS SUPPLY	GBS01	revfund	K-2120	46027
239.16 Security Alarm Repairs	Check	7/21/2023	DIAMOND COMMUNICATION, INC	DIA01	revfund	K-2119	46026
					Constitution of the	Control	

B. CONSENT CALENDAR

B-2 APPROVAL OF JULY 12, 2023, REGULAR BOARD MEETING MINUTES

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

MINUTES OF THE JULY 12, 2023 REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

CALL TO ORDER:

The July 12, 2023, Regular Meeting of the Housing Authority for the City of Madera was called to order by Chairperson Commissioner Elsa Mejia at 6:00 p.m.

The meeting was held in person at the City of Madera Council Chambers, located at 205 West 4th Street, Madera, CA 93637, pursuant to California AB 361, AB 2449, and CA Govt. Codes §§ 54953 and 54954.2. The meeting was made simultaneously accessible via Zoom.

COMMISSIONERS PRESENT:

Chairperson Elsa Mejia Vice-Chairperson Anita Evans Commissioner Artemio Villegas Commissioner Steve Montes Commissioner Cece Gallegos Commissioner Jose Rodriguez

Commissioner Santos Garcia

(In Person at the City of Madera Council Chambers) (In Person at the City of Madera Council Chambers) (In Person at the City of Madera Council Chambers) (In Person at the City of Madera Council Chambers) (In Person at the City of Madera Council Chambers) (In Person at the City of Madera Council Chambers) (In Person at the City of Madera Council Chambers entered Chambers at 6:16 p.m.)

(In Person at the City of Madera Council Chambers)

<u>COMMISSIONERS ABSENT</u>:

None.

GUESTS/STAFF PRESENT:

HACM Executive Director Renee Wright (In Person)

HACM Executive Secretary Marisela Lopez (In Person)

HACM Legal Counsel Emilio J. Huerta (In Person)

HACM Housing Program Compliance Manager Blanca Navarro Mendoza (In Person)

HACM Housing Services Manager Lucia Avila (In Person)

HACM Maintenance Manager Jared Garza (In Person) HACM Human Resources Consultant Danene Aguilar (In Person)

INVOCATION:

Vice-Chair Anita Evans gave the invocation.

PLEDGE OF ALLEGIANCE

Commissioner Cece Gallegos led the Pledge of Allegiance

MOTION TO APPROVE MEETING AGENDA:

Attorney Huerta requested that Item C-2 be pulled from the Agenda, as such item was not posted timely. Commissioner Garcia moved to approve the removal of item C-2 from the meeting Agenda and amend the meeting Agenda posted on July 07, 2023. Commissioner S. Montes seconded the motion. The motion passed unanimously:

AYES: (6) Chairperson Elsa Mejia,

Vice-Chairperson Anita Evans, Commissioner Cece Gallegos, Commissioner Steve Montes, Commissioner Santos Garcia and Commissioner Artemio Villegas

ABSENT: (1) Commissioner Jose Rodriguez

PUBLIC COMMENT: There were no comments from the public in attendance nor via Zoom.

A. WORKSHOPS:

The were no workshops.

B. <u>CONSENT CALENDAR:</u>

Matters listed under the Consent Calendar are considered routine and were enacted by a single motion and single vote. There was no separate discussion of any of the listed items.

- **B-1** Approval of Register of Audited Demands June 2023.
- B-2 Approval of June 14, 2023 Regular Board Meeting Minutes.

Attorney Emilio J. Huerta reported that there is a correction on the minutes for June 14, 2023 on item "H" Huerta stated that there are typographical error regarding resuming Open Session and that the statement should read that "there were "no" reportable items to report" from the Closed Session meeting.

B-3 Approval of June 21, 2023 Special Board Meeting Minutes

Motion to Approve Consent Calendar Items

Commissioner Montes moved to approve the July 14, 2023 Regular Board Meeting Minutes with the correction to item H as requested by Attorney Huerta. Commissioner Evans seconded the motion. The motion passed unanimously:

AYES: (6) Chairperson Elsa Mejia,

Vice-Chairperson Anita Evans, Commissioner Cece Gallegos, Commissioner Steve Montes, Commissioner Santos Garcia and Commissioner Artemio Villegas

ABSENT: (1) Commissioner Jose Rodriguez

There were no comments from the public in attendance nor via Zoom.

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

C-1: Motion to Approve Proposed Resolution # 1254 the 2023-2024 Employment Development Department Contract number 0000000471.

Lucia Avila, Housing Manager presented proposed Resolution # 1254. Ms. Avila reported that EED is used to determine income eligibility of prospective and renewal tenant applications. The fiscal impact is \$1,949.44.

Renee Wright reported that in the previous years, this contract cost the Agency \$36,000. This year and going forward, EDD is charging the Agency \$1,949.44. The Agency is only being billed for each search, rather than a flat retainer.

There was no public comment.

Attorney Huerta asked the Executive Director why the Agency was asked to sign a new contract with EDD, when the Agency previously signed a multi-year contract and is this an amendment to the existing contract?

Renee Wright, Executive Director responded this is a new contract because the amounts have changed.

Commissioner Gallegos moved to approve Item C-1, proposed Resolution #1254. Commissioner Evans seconded the motion. The motion passed unanimously:

AYES: (7) Chairperson Elsa Mejia,

Vice-Chairperson Anita Evans, Commissioner Cece Gallegos, Commissioner Steve Montes, Commissioner Santos Garcia and Commissioner Artemio Villegas Commissioner Jose Rodriguez

C-3: Motion to Approve Proposed Resolution # 1256, Amendment to the Standard Agreement for Migrant Programs.

Renee Wright, Executive Director presented proposed Resolution # 1256.

Ms. Wright reported that the Agency received a grant from the California Department of Housing and Community Development for the Pomona Ranch Migrant Center for \$1,154,074.00. The Agency was unable to timely complete the work; and for work at these had previous were submitted in 2021 these are adjustments because nothing was done in 2021 and 2022 so this is being amended. This helps us with our Migrant services and all our capital projects.

There was no public comment.

Commissioner Montes moved to approve Item C-3, proposed Resolution #1256. Commissioner Gallegos seconded the motion. The motion passed unanimously:

AYES:

(7) Chairperson Elsa Mejia,
Vice-Chairperson Anita Evans,
Commissioner Cece Gallegos,
Commissioner Steve Montes,
Commissioner Santos Garcia and
Commissioner Artemio Villegas
Commissioner Jose Rodriguez

C-4: Motion to Approve Proposed Resolution # 1257 Annual Inspection Agreement Contract with ISterling.

Renee Wright, Executive Director presented proposed Resolution #1257.

Ms. Wright reported that the Agency has yet to fill the Housing Inspector position. We received three bids .One required two thousand inspections. Another did not have enough capacity to cover the requested tasks, so we decided to go with ISterling.

ISterling will be doing 640 inspections with a 50% contingency to go back and reinspect. Ms. Wright reviewed the budget for that position, and it would be annually cost us \$50,064.00, and with benefits \$74,000. A consultant can come in and do it for the \$25,800.

Commissioner Montes reported if there is only one position for the Housing Inspector that we want to fill and if the contract is only for one year, he would like the Board to revisit this issue and the contract to determine if there is a need to hire someone in-house for this position or if this will be a long-term strategy?

Renee Wright reported she is still recruiting for this position. She just wants that cushion in case we did not.

There was no public comment.

Vice Chair Commissioner Evans moved to approve Item C-4, proposed Resolution #1257. Commissioner Villegas seconded the motion. The motion passed unanimously:

'AYES:

(7) Chairperson Elsa Mejia,
Vice-Chairperson Anita Evans,
Commissioner Cece Gallegos,
Commissioner Steve Montes,
Commissioner Santos Garcia
Commissioner Artemio Villegas and
Commissioner Jose Rodriguez

C-5: Motion to Approve Proposed Resolution # 1258 approving the Contract with KC Construction for Window replacement at Lake St. (Maintenance Shop)

Renee Wright, Executive Director presented proposed Resolution #1258.

Renee Wright reported there was only one Bid received from KC Construction. The Bid was put out twice but still only received it one response.

Commissioner Montes asked if this work could be done in house.

Ms. Wright reported no one in-house possesses this skill setand that this was a a complete window replacement program with some structure repairs.

There was no public comment.

Commissioner Garcia moved to approve Item C-5, proposed Resolution #1258. Commissioner Villegas seconded the motion. The motion passed unanimously:

AYES:

(7) Chairperson Elsa Mejia,
Vice-Chairperson Anita Evans,
Commissioner Cece Gallegos,
Commissioner Steve Montes,
Commissioner Santos García and
Commissioner Artemio Villegas
Commissioner Jose Rodriguez

C-6: Motion to Approve Proposed Resolution # 1259 Contract with Burrus Engineering and Building Company DBA, Global Economic Impact Group (GEI)

Renee Wright, Executive Director presented proposed Resolution #1259.

Renee Wright reported that the Agency received two Bids, one from RMC Enterprises and one from Global Economic Impact Group (GEI). The GEI bid includes cabinets, bathrooms, and kitchens at the housing site.

Commissioner S. Montes asked why the numbers are so high for RMC Enterprises.

Ms. Wright reported that they outsource a lot.

There was no public comment.

Vice Chair Commissioner Evans moved to approve Item C-6, proposed Resolution #1259. Commissioner Villegas seconded the motion. The motion passed unanimously:

AYES:

(7) Chairperson Elsa Mejia,
Vice-Chairperson Anita Evans,
Commissioner Cece Gallegos,
Commissioner Steve Montes,
Commissioner Santos Garcia
Commissioner Artemio Villegas and

Commissioner Jose Rodriguez

D. <u>WRITTEN COMMUNICATIONS:</u>

No written communications were received.

E. <u>ADMINISTRATIVE REPORTS</u>:

Renee Wright, Executive Director provided the following administrative reports.

E-1: Monthly Housing Activity Report:

Ms. Wright reiterated the numbers from the "Housing Activity" chart on the Agenda. She said the Agency had occupancy of 750 to 758 households. Two vacancies are to be filled and move-ins are scheduled for the end of the month.

Work orders are on-going because the Agency had a site inspection on June 20th. Public Housing is undertaking preventative stuff, so numbers are going to climb.

No public comment.

F. EXECUTIVE DIRECTOR REPORT:

Renee Wright, Executive Director provide the following reports:

- 1. Introduction of Jared Garza, New Maintenance Manager.
- 2. Ms. Wright reported on HCV Department continuing to progress. We have leased eight new vouchers. Ms. Wright is looking to get another twenty vouchers through HUD's technical program. The Agency is focusing on PBV in July and Executive key performance indicators. Site inspections for HCV have been completed. Ms. Wright is hoping to start moving forward with the contract for inspections.
- 3. Ms. Wright reported interdepartmental training continues.

- 4. Ms. Wright reported consulting services are on the way. The Agency will be getting the contract set for the inspections. The Housing Inspector position has not been filled yet. They have put together a public housing drought tolerance project and have pictures for everybody.
- Ms. Wright reported that Bids are on the website. There will be more Bids on the Agency's website for the Public Housing and Migrant center.
- 6. Ms. Wright reported training is a key focus for everyone. There will be an On Boarding on Yardi for all new hires.
- Ms. Wright reported Community Partnerships has been able to connect with Food Connect for PH HCV and VASH sites. Everyone will be receiving internet access for one year and a free tablet.

There was no public comment.

G. <u>COMMISSIONER REPORTS</u>:

- 1. Vice-Chairperson Commissioner Evans had nothing to report.
- 2. Commissioner Gallegos had nothing to report.
- 3. Commissioner Montes welcomed Jared Garza, HACM's new Maintenance Manager.
- 4. Commissioner Garcia had nothing to report.
- 5. Commissioner Rodriguez welcomed Jared Garza.
- 6. Commissioner Villegas had nothing to report.
- 8. Chairperson Commissioner Mejia had nothing to report.

H. <u>CLOSED SESSION</u>:

The Board of Commissioners temporarily adjourned from open session and met in closed session with legal counsel Emilio J. Huerta to discuss the following items:

- H-1: Employee personnel matters pursuant to CA Govt. Code Section 54957(b)(1).
- **H-2**: Executive Director's Annual Performance Evaluation, Salary Review, and Renewal of Employment Contract pursuant to CA Govt. Code Section 54957(b)(1).
- H-3: Potential litigation pursuant to CA Govt. Code Section 54956.9(d)(4)

At 8:38 p.m. the Commissioners resumed open session. Attorney Emilio Huerta reported:

- 1. That the HACM Board of Commissioners has authorized the law firm of Aleshire & Wynder LLP (Atty. Colin Tanner), to conduct an investigation regarding the Ms. Wrights potential EEOC claim of discrimination;
- 2. The HACM Board of Commissioners has authorized Attorney Huerta to further investigate the on-line complaints received by HUD;
- 3. Former HACM employees Stephany Fernandez and Guillermo Ruelas have filed grievances regarding their termination. The HACM Board of Commissioners has asked Attorney Huerta to assume primary responsibility with regards to resolving these grievances;
- 4. The HACM Board of Commissioners has appointed Commissioners Steve Montes and Jose Rodriguez to provide executive guidance and work with Ms. Wright as HACM's Executive Director.

I. <u>ADJOURNMENT:</u>

Chairperson Commissioner Mejia announced that the next regularly monthly scheduled meeting of the Board of Commissioners will be held on Wednesday, August 09, 2023, at 6 p.m., in the City of Madera Council Chambers.

The meeting	was adjourned	the meeting at	t 8:39 p.m.	

CERTIFICATE OF THE BOARD OF COMMISSIONERS

The undersigned hereby certifies that the foregoing July 12, 2023, Board Meeting Minutes were reviewed and approved by the Housing Authority of the City of Madera's Board of Commissioners at a duly noticed meeting on August 9, 2023, where a quorum was present in accordance with the HACM Bylaws.
Executed on this day of August 9, 2023.

By: ______ Marisela Lopez Housing Authority of the City of Madera C. RESOLUTIONS, AGREEMENTS, BIDS, HEARINGS, AND/OR PETITIONS:

C-1 RESOLUTION #1255 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE LANGUAGE INTERPRETATION SERVICES INC.



Housing Authority of the City of Madera

BOARD MEMORANDUM

TO: Board of Commissioners

Housing Authority of the City of Madera

BOARD MEETING: August 9, 2023

AGENDA ITEM: C-1

FROM: Blanca Mendoza-Navarro, Housing

Programs Compliance Manager

AUTHOR: Blanca Mendoza-Navarro, Housing Programs

Compliance Manager

DATE: July 19, 2023

SUBJECT: RESOLUTION #1255 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPROVING SERVICE AGREEMENT FOR LANGUAGE INTERPRETATION SERVICES.

EXECUTIVE SUMMARY:

THE BOARD OF COMMISSIONER WILL CONSIDER A RESOLUTION APPROVING A SERVICE AGREEMENT FOR ON DEMAND LANGUAGE INTERPRETATION SERVICES WITH LANGUAGE LINE SERVICES, INC.

PROCUREMENT STAFF REACHED OUT TO THE FOLLOWING COMPANIES THAT PROVIDE INTERPRETATION SERVICES:

- 1. LANGUAGE LINE SERVICES, INC. \$0.97/MINUTE, NO ADDITIONAL FEES
- 2. CERTIFIED LANGUAGES INTERNATIONAL \$500.00 INITIAL SETUP FEE PLUS \$1.65/MINUTE.
- 3. BOOSTLINGO \$600 ANNUAL SUBSCRIPTION FOR 360 MINUTES, AND \$1.75/MINUTE OVER THE INITIAL 30 MINTUES PER MONTH. MINUTES DO NOT ROLL OVER IF NOT USED.

BACKGROUND INFORMATION:

The Housing Authority of the City of Madera (HACM) is obligated to ensure meaningful access to the public housing programs and its activities by person with limited English proficiency in accordance with Executive Order 13166 (EO 13166). The Admission and Continued Occupancy Policy (ACOP) and Housing Choice Voucher Program's Administrative Plan (Admin. Plan) provide policies on oral and written translation obligation. HACM has taken affirmative steps to communicate with people who need services or information in a language other than English. HACM has identified the primary language assistance needs in the area are English and Spanish speaking. Although, the primary languages have been identified, Section 2 of EO 13166 requires Federal agencies develop and implement a plan improving access to limited English participants.







Housing Authority of the City of Madera

In reviewing the policies and interpretation services available, staff contacted the companies listed above to obtain quotes for On-Demand services. Each company was provided with the HACM's interpretation service's needs. All three (3) companies provide On-Demand interpreters to public and private agencies in over 200 languages along with material regarding what languages they provide. Accepting a Service Agreement for language translation services will meet HACM's needs to be in compliance with EO 13166. Language Line Solutions, Inc. is an industry known language interpretation service provider and has been awarded CA Multiple Award Scheduled (CMAS) 4-23-06-1037, they provided the best pricing for HACM's needs.

RECOMMENDATION:

Staff recommends the Board to Adopt the attached Resolution approving a service agreement for language translation services with Language Line Services, Inc.

FISCAL IMPACT:

The services are provided on an as needed basis not to exceed \$10,000 annually.





Marisela Lopez

From:

Bob Arnold <bob.arnold@boostlingo.com>

Sent:

Thursday, July 6, 2023 7:12 AM

To:

Blanca Mendoza-Navarro

Subject:

Boostlingo On-Demand Interpretation

Follow Up Flag:

Follow up Completed

Flag Status:

Hi Blanca.

Thank you for the interest in Boostlingo, where connecting to a qualified interpreter any time anywhere is easy and affordable. Here is the link for the **Boostlingo On-Demand** providing access to the Boostlingo network of interpreters.

Quick review, this is a monthly subscription option, and when you click the link, the package options will show as following:

- Bronze \$1.00 per month, including 1 minute per month, and each minute over the 1st minute is \$2.25 per minute.
- Silver \$25.00 per month, including 15 minutes per month, and each minute over the initial 15 minutes is \$1.85 per minute.
- Gold \$50.00 per month, including 30 minutes per month, and each minute over the initial 30 minutes is \$1.75 per minute.

Here is a Link to an <u>Instruction Video</u> walking you through how to register. The subscription requires a credit card to register and recur from the day you registered for each month. There is **no commitment** required, and you may cancel, pause, or change the subscription package level at any time.

Upon Registration you will receive an email with instructions on How to Access an Interpreter.

Lastly, Boostlingo is available on any device. PC, laptops, or you may download the Boostlingo **Interpret Manager** app for Apple or Google Play; the app is called **InterpretManager**.

Boostlingo's Mission is to help organizations and individuals break through all language barriers through our constant innovation. I hope you find Boostlingo to meet your on-demand interpretation needs, and if your interpretation needs grow, we are here to grow with you.

Please reach out if there is anything I can do to assist.

Cheers, Bob

Marisela Lopez

From:

Andrew Quinlan <andrewq@certifiedlanguages.com>

Sent:

Thursday, June 29, 2023 10:53 AM

To:

Blanca Mendoza-Navarro

Subject:

RE: Thank You for Contacting Certified Languages International

Hi Blanca,

Based on your reply, I'd recommend our Over-the-Phone interpretation (OPI) service. This is available 24/7, and if you'd like we can require our call center agents to ask for the staff member's name along with any other questions which may be useful to you for invoicing or reports. Our OPI service is charged on a per-minute basis for \$1.65/minute for all available languages.

If you'd like to move forward, please let me know and I will send you a Customer Form which we'll use to create a Service Agreement. To activate the account there's a one-time only initial setup fee of \$500 for back-office support, instructional materials, and maintaining that your account is active indefinitely.

Please let me know if you have any further questions on how we may best serve your language access needs.

Best wishes,



Andrew Quinlan, Sales Development Specialist CERTIFIED LANGUAGES INTERNATIONAL

Direct: 503-484-2469

Toll Free: 800-362-3241 (ext. 469) AndrewQ@certifiedlanguages.com

From: Blanca Mendoza-Navarro <Blanca@maderaha.org>

Sent: Thursday, June 29, 2023 10:31 AM

To: Andrew Quinlan <andrewq@certifiedlanguages.com>

Subject: RE: Thank You for Contacting Certified Languages International

Good morning Andrew,

Sorry for the delayed response. Our clientele is about 90% Spanish speaking so the interaction is daily, however we do not need Spanish interpreters, we have staff available. We are looking for a pay as you go rate for other languages that may come in where we do not have staff available to assist. We are also looking at maybe signage to point to what language they need assistance in. Is this something you can provide, thank you.



Blanca Mendoza-Navarro | Housing Programs Compliance Manager Housing Authority of the City of Madera 205 North G Street, Madera, CA 93637

p. (559) 674-5695 ext 245| f. (559) 674-5701

blanca@maderaha.org

This message may constitute a client confidential communication, is intended only for the use of the individual or entity to which it is addressed, and is exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, forwarding or copying of this email communication is strictly prohibited. If you have received this communication in error, please notify us immediately at the telephone number above. We will be happy to arrange for the return of this message via U.S. Mail at no cost to you.

From: Andrew Quinlan <andrewq@certifiedlanguages.com>

Sent: Wednesday, June 28, 2023 2:41 PM

To: Blanca Mendoza-Navarro < Blanca@maderaha.org>

Subject: RE: Thank You for Contacting Certified Languages International

Good afternoon Blanca,

Do you happen to know about how often you'll require a Spanish interpreter? We have American Sign Language interpreters through our Video Remote Interpretation service.

Thank you,



Andrew Quinlan, Sales Development Specialist CERTIFIED LANGUAGES INTERNATIONAL

Direct: 503-484-2469

Toll Free: 800-362-3241 (ext. 469) AndrewQ@certifiedlanguages.com

From: Blanca Mendoza-Navarro < Blanca@maderaha.org>

Sent: Wednesday, June 28, 2023 1:43 PM

To: Andrew Quinlan < andrewq@certifiedlanguages.com >

Subject: RE: Thank You for Contacting Certified Languages International

Good afternoon Andrew,

We have very minimal need for other languages other than Spanish. We are looking for more of a price per minute as needed. The range will depend on what the clientele needs, from 2-8 minutes. We are also looking to make sure we have applicable signage interpretation services available. Please advise if you have further questions.



Blanca Mendoza-Navarro | Housing Programs Compliance Manager Housing Authority of the City of Madera

205 North G Street, Madera, CA 93637 p. (559) 674-5695 ext 245| f. (559) 674-5701

blanca@maderaha.org

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From: Andrew Quinlan <andrewq@certifiedlanguages.com>

Sent: Tuesday, June 27, 2023 10:03 AM

To: Blanca Mendoza-Navarro < Blanca@maderaha.org>

Subject: RE: Thank You for Contacting Certified Languages International

Hi Blanca,

Thank you for your informative response. Do you happen to know about how often both offices will require an interpreter on a daily or weekly basis and a range for how long each interaction takes?

Best wishes,



Andrew Quinlan, Sales Development Specialist

CERTIFIED LANGUAGES INTERNATIONAL

Direct: 503-484-2469

Toll Free: 800-362-3241 (ext. 469) AndrewQ@certifiedlanguages.com

From: Blanca Mendoza-Navarro < Blanca@maderaha.org>

Sent: Monday, June 26, 2023 4:41 PM

To: Andrew Quinlan <andrewq@certifiedlanguages.com>

Subject: RE: Thank You for Contacting Certified Languages International

Good afternoon Andrew,

Thank you for you quick response. See response below in red. Please advise if you have further questions, thank you.



Blanca Mendoza-Navarro | Housing Programs Compliance Manager Housing Authority of the City of Madera 205 North G Street, Madera, CA 93637 p. (559) 674-5695 ext 245| f. (559) 674-5701

blanca@maderaha.org

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immediately at the telephone number above. We will be happy to arrange for the return of this message via U.S. Mail at no cost to you.

From: Andrew Quinlan andrewq@certifiedlanguages.com

Sent: Monday, June 26, 2023 1:46 PM

To: Blanca Mendoza-Navarro < Blanca@maderaha.org>

Subject: Thank You for Contacting Certified Languages International

Hi Blanca,

Thank you for reaching out to CLI for your language service needs! In order to best serve you and provide you with the highest level of service, we need a little more information from you and your business.

- How many locations will be utilizing the service? Will it be for one office or all of Housing Authority of the City of Madera? The Housing Authority of Madera has one main office and a Maintenance office. The main office is where the services would be utilized.
- What situations does your organization find itself requiring an interpreter? I am the new Housing Programs Compliance Manager for the Agency and making sure we are following HUD requirements.
- What are your most commonly requested languages? The population is primarily Hispanic and mostly Spanish speaking; however, we want to be able to assist all individuals that come into the office.
- Do you currently have a language service provider or is this an initial use for your organization? We currently do not have a service provider as our staff is able to assist the current population.

We look forward to working with you!

Best wishes,

Andrew Quinlan
andrewq@certifiedlanguages.com
Certified Languages International

Marisela Lopez

From:

Bob Arnold <bob.arnold@boostlingo.com>

Sent:

Thursday, July 6, 2023 7:12 AM

To:

Blanca Mendoza-Navarro

Subject:

Boostlingo On-Demand Interpretation

Follow Up Flag: Flag Status:

Follow up Completed

Hi Blanca.

Thank you for the interest in Boostlingo, where connecting to a qualified interpreter any time anywhere is easy and affordable. Here is the link for the **Boostlingo On-Demand** providing access to the Boostlingo network of interpreters.

Quick review, this is a monthly subscription option, and when you click the link, the package options will show as following:

- Bronze \$1.00 per month, including 1 minute per month, and each minute over the 1st minute is \$2.25 per minute.
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Here is a Link to an <u>Instruction Video</u> walking you through how to register. The subscription requires a credit card to register and recur from the day you registered for each month. There is **no commitment** required, and you may cancel, pause, or change the subscription package level at any time.

Upon Registration you will receive an email with instructions on How to Access an Interpreter.

Lastly, Boostlingo is available on any device. PC, laptops, or you may download the Boostlingo Interpret Manager app for Apple or Google Play; the app is called InterpretManager.

Boostlingo's Mission is to help organizations and individuals break through all language barriers through our constant innovation. I hope you find Boostlingo to meet your on-demand interpretation needs, and if your interpretation needs grow, we are here to grow with you.

Please reach out if there is anything I can do to assist.

Cheers, Bob

Bob Arnold

Enterprise Sales Director 303-949 0403



98 San Jacinto c/o Industrious, 4th Floor Austin, TX 78701

If you'd like me to stop sending you emails, please click here

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Statement of Work

LanguageLine® PhoneSM Interpreting

Client Name ("Customer"): Madera Housing Authority Per CA Multiple Award Schedule (CMAS) 4-23-06-1037

Client # (if applicable):

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) SERVICE DELIVERY. Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

INITIAL ENROLLMENT including Client Identification ("CID") service accounts...... Waived (b) MONTHLY MINIMUM per CIDWaived (c) (d) (e) TELECOMMUNICATION SURCHARGE in accordance with the Telecommunications Act of (f) OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME. See 1.2(h) for Per (g) Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment\$200.00 PER MINUTE USAGE FEES for LanguageLine Phone and InSight Audio Interpreting (h)

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.97
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.97
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.97
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.97

1.3. PHONE INTERPRETING EQUIPMENT

- (a) OPTIONS AND DEFINITIONS. Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.



Statement of Work

LanguageLine® PhoneSM Interpreting

- (d) PHONE INTERPRETING EQUIPMENT PURCHASES. The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.

Activations@languageline.com. Details will be available from your Account	Executive.
150lution Analog Dual Handset Phone	00.00
130lution Dual Handset IP Phone	\$150.00
Panasonic Cordiess Phone with Dual Handsets	\$85.00
ranasonic Headset	ቁን ፍ በበ
Handsets	φ25.00 ¢40.00
Handset Splitters (price per unit)	Φ0.00
Wall Splitters (price per unit)	\$6.00
Wall Splitters (price per unit)	\$6.00

2. OTHER FEES

- 2.1. FINANCE FEE. Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 2.2. OPTIONAL PAPER INVOICE. Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer......\$1.75

2.3. OPTIONAL CUSTOMIZATIONS

(d) Training materials development per hour......\$179.00

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Madera Housing Authority	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

RESOLUTION NO. 1255

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH LANGUAGE INTERPRETATION SERVICES INC. FOR FOREIGN LANGUAGE ASSISTANT SERVICES.

- A. WHEREAS, the Housing Authority for the City of Madera ("Housing Authority") provides services to residents of the City and County of Madera;
- B. WHEREAS, the residents of Madera County are of various ethnicities and speak a dialect other than English or Spanish;
- C. **WHEREAS**, the Executive Director of the Housing Authority recommends that the Housing Authority contract with a multi-language interpretation company so that Housing Authority staff can better assist residents housing services; and
- D. **WHEREAS**, Housing Authority Staff recommends that the Housing Authority enter into a contract with Language Interpretation Services, Inc. for multilanguage on-demand interpretation services.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF MADERA DOES HEREBY RESOLVE AS FOLLOWS:

- Section 1. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- Section 2. <u>Authorizing the Executive Director to Enter Into A Contract With Language Interpretation Services, Inc., for Multi Language Assistant Services.</u> After full deliberation and consideration, the Board of Commissioners herein authorizes the Executive Director of the Housing Authority to enter into a contract with Language Interpretation Services, Inc. for multi-language assistant services.
- Section 3. <u>Effective Date of Resolution</u>. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by Authority of the City of Madera this 9	y the Board of Commissioners of the Housing of day of August 2023, by the following vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Elsa Mejia, Chairperson
ATTEST:	
Renee A. Wright Executive Director	
attests or certifies, as a witness to a bo	ng Authority of the City of Madera herein oard meeting held on August 9 th , 2023, and g information in this resolution is true and nended.
	By: Marisela Lopez Clerk
Approved as to Legal Form:	
Emilio J. Huerta, General Counsel	

C-2: RESOLUTION No. 1260 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE COST-OF-LIVING FEE ADJUSTMENT FOR ATTORNEYS ALESHIRE & WYNDER, LLP.

Housing Authority of the City of Madera

BOARD MEMORANDUM

TO: Board of Commissioners

Housing Authority of the City of Madera

BOARD MEETING: August 09, 2023

AGENDA ITEM: C-2

FROM: Emilio J. Huerta, Attorney

AUTHOR: Emilio J. Huerta, Attorney

DATE: July 31, 2023

SUBJECT: RESOLUTION # 1260 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPROVING THE COST-OF-LIVING FEE ADJUSTMENT FOR ATTORNEYS ALESHIRE & WYNDER, LLP.

EXECUTIVE SUMMARY:

THE BOARD OF COMMISSIONERS WILL CONSIDER A RESOLUTION APPROVING THE COST-OF-LIVING FEE ADJUSTMENT FOR ATTORNEYS ALESHIRE & WYNDER, LLP.

RECOMMENDATION:

STAFF RECOMMENDS THE BOARD APPROVE THE ATTACHED RESOLUTION FOR THE COST-OF-LIVING FEE ADJUSTEMTN FOR ATTORNEYS ALESHIRE & WYNDER, LLP.

FISCAL IMPACT:

Will be presented and discussed in Closed Session.





RESOLUTION NO. 1260

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA APROVING A COST-OF-LIVING FEE ADJUSTMENT FOR ATTORNEYS ALESHIRE & WYNDER, LLP.

- A. WHEREAS, on or about October 28, 2021, the Housing Authority for the City of Madera ("Housing Authority") entered into a Specialty Counsel Services Agreement with Aleshire & Wynder to provide to render specialized legal services pertaining to labor and employment legal issues;
- B. WHEREAS, Exhibit "B" of the October 28th, 2021, Agreement provided an attorney fee schedule wherein the Housing Authority agreed to compensation Aleshire & Wynder Senior Partners \$275 an hour for legal services rendered;
- C. WHEREAS, on or about July 25th, 2023, Aleshire & Wynder advised the Housing Authority's legal counsel and Board Chair that Aleshire & Wynder have implemented a Cost-of-Living-Adjusted rate of \$295 per hour for service rendered by Colin Tanner and other Senior Partners of Aleshire & Wynder; and
- D. WHEREAS, the Housing Authority's Legal Counsel is of the professional opinion that the Aleshire & Wyder COLA adjusted rate of \$295/hour for Senior Partner attorney services is fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF MADERA DOES HEREBY RESOLVE AS FOLLOWS:

- Section 1. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- Section 2. <u>Approval of the Aleshire & Wyder COLA adjusted rate of \$275/hour for Senior Partner attorney services.</u> After full deliberation and consideration, the Board of Commissioners herein approves increasing the Aleshire & Wyder hourly rate for Senior Partner attorney services from \$275 to \$295 an hour.
- Section 3. <u>Ratification</u>. Any and all action taken by Commissioner Elsa Mejia, in her capacity as Chair of the Housing Authority, prior to the date these resolutions in effecting the purposes of the foregoing resolutions, is hereby approved, ratified, and adopted in all respects.

Section 4. <u>Effective Date of Resolution</u>. This Resolution shall take effect immediately upon its adoption.

	the Board of Commissioners of the Housing th day of August 2023, by the following vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Elsa Mejia, Chairperson
ATTEST:	
Renee A. Wright Executive Director	
attests or certifies, as a witness to a be	ng Authority of the City of Madera herein oard meeting held on August 9 th , 2023, and g information in this resolution is true and nended.
	By: Marisela Lopez Clerk
Approved as to Legal Form:	
Emilio J. Huerta, General Counsel	

C-3 RESOLUTION #1261 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE CONTRACT WITH TECH HEROES, INC. FOR TECHNOLOGY SERVICE.

Housing Authority of the City of Madera

BOARD MEMORANDUM

TO: Board of Commissioners

Housing Authority of the City of Madera

BOARD MEETING: August 09, 2023

AGENDA ITEM: C-3

FROM: Renee Wright, Executive Director AUTHOR: Ren

AUTHOR: Renee Wright, Executive Director

DATE: August 01, 2023

SUBJECT: RESOLUTION # 1261 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPROVING THE TECHNOLOGY SERVICE CONTRACT WITH TECH HEROES INC.

EXECUTIVE SUMMARY:

THE BOARD OF COMMISSIONERS WILL CONSIDER A RESOLUTION APPROVING THE TECHNOLOGY SERVICE CONTRACT WITH TECH HEROES INC.

PROCUREMENT STAFF RECEIVED THREE QUOTES FROM THE FOLLOWING COMPANIES THAT PROVIDE TECHNOLOGY SERVICES.

- 1. DATAPATH- \$2,875.00
- 2. TECH HEROS INC. \$2,425.00
- 3. BCT-\$2,573.25

RECOMMENDATION:

STAFF RECOMMENDS THE BOARD APPROVE THE ATTACHED RESOLUTION FOR THE CONTRACT WITH TECH HEROES FOR TECHNOLOGY SERVICES

FISCAL IMPACT:

\$2,425.00/monthly







STATEMENT OF WORK # 1

This Statement of Work # 1 is entered into by Data Path, Inc. ("Datapath", "Company"), and Housing Authority of the City of Madera ("Customer") pursuant to Datapath Terms of Service ("Agreement") between the parties, dated as of October 1, 2020. This Statement of Work shall have no effect separate and apart from the Agreement, and all capitalized terms used herein without definition will have the same meanings as specified therefor in the Agreement. Datapath and Customer agree as follows:

Deliverables:

Technology Management

- Emergency After Hours Support for Critical Business Systems
- Monitoring, Alerting & Maintenance with Active Response
- Daily Monitoring of Backups / Daily Resolve of Backup Issues
- Escalated Remote Support Provided to Supplement Onsite Support as Needed

Support of Infrastructure

- Network and Server Infrastructure Support
 - Including Firewalls, Switches, Routers, Wireless Controllers & Access Points
 - Including Server and Network Application Support
- Priority for Critical and/or Mass Outages
- Server Patching and Critical Service Packs for Servers
- 24/7 Network Monitoring, Alerting and Maintenance
- Management of Network Hardware Firmware Updates
- Server Management and Monitoring
- Virtualization Infrastructure Management
- Wireless Controllers and Individual AP Management

Tools

- Advanced Trouble Ticket System
- Client Portal Access Provided to Access Ticket Information, Reports, and Account Details
- Customized Client Dashboard (Analytics & Reports)
- Discovery with Reporting
- IT Documentation of IT Infrastructure
- Remote Control Agent
- Network Management Software (for Alerting Purposes and Configuration Backups)

IT Procurement

- Datapath Procurement Department
 - Leverage of Datapath's Procurement Department and Vendor Relationships to receive discounts on hardware/software purchases
- Management of Recurring Renewals for Licensing, Security Certificates, and Warranties
- Preferred Vendor Partnerships
- Best Practices on Technology Refreshes

Strategic Planning

- IT Director Role working directly with key decision makers to assist in Planning, Budgeting, Technology Reviews and Strategic Alliance with Customer Goals
- Attendance at Management and Technology Meetings as Required
- Annual Infrastructure Review by Sr. Engineer
- Technology Business Review and alignment with Account Manager
- Network, Server, and End User Device Forecasting

Daily Helpdesk Support

- End users with the daily issues arising from technology.
- Ticketing system monitored by supervisors with thresholds for quality of support and response times
- IT automation team works in the background to try to prevent support related issues using tools, scripting and remote tools to reduce the number of tickets from end users.

Preventative Security Services

- Firewall Management and Security Hardening of Palo Alto
- Networks Firewall Provided as Hardware as a Service
- Firewall Security Log Monitoring
- Firewall Integration with Threat Intelligence Feeds
- Bi-Annual Best Practice Assessments of Firewall
- Endpoint Protection for up to 30 Endpoints
- Monitoring of Endpoint Protection Console
- Security Awareness Training and Simulated Phishing Tests for up to 25 People
- Dark Web Monitoring for 30 E-Mail Addresses

Exclusions:

- Datapath is not responsible for mounting of physical equipment such as projectors, ceiling tiles, wireless access points and cameras. Contractor will work with customer, outside contractor or whoever customer deems appropriate to ensure equipment is mounted properly and receives network connectivity.
- Agreement does not include performing any electrical work or the running of network cabling through walls, ceilings, and conduit or over roofs.
- Major changes or additions to infrastructure may be subject to additional charges or contract evaluation
- Remote office travel may require additional fees for room and board

Terms of Service

By signing this Statement of Work Customer is agreeing to the Datapath Terms Of Service. Datapath's Terms of Service may be found at: <u>www.mydatapath.com/terms-of-service</u>

^{*} Security incident Response Services are not included and are billed at \$225/hr per technician

Fees:

\$2,875.00 per month, invoiced on the 1st of each month, and payable within 30 days.

Additional fees will be charged for the following: Backup agents per server per month Offsite Data Storage per TB per month

Term

This Statement of Work shall commence on October 1, 2020. This agreement will be effective until September 30, 2021, at which time the statement of work will renew for an additional consecutive twelve (12) month period, unless either party notifies the other of its intent not to renew, in writing, at least sixty (60) days prior to the end of the then-current term. Customer is subject to early termination fees for the remaining value on the scope of work if Agreement is terminated before the contract end date.

COSTOMER	COMPANY
HOUSING AUTHORITY OF THE CITY OF MADERA	DATA PATH, INC.
BY: Sally Bonpress	BY:
NAME: SAlly & Bompressi	NAME:
TITLE: I Menin Executive Directa	
ADDRESS: 205 N. C 54	ADDRESS: 318 McHenry Ave
Madera, C+ 93637	Modesto, CA 95354

Tech Heroes, Inc.

2025 Tully Road Hughson, CA 95326 (209) 883-4376 invoices@yourtechhero.com www.yourtechhero.com



Estimate

ADDRESS

Madera Housing Authority Madera Housing Authority 205 N G St Madera, CA 93637 ESTIMATE # 1410 DATE 07/31/2023

SERVI	CE ACTIVITY	QTY	RATE	AMOUNT
	Managed Services Silver Monthly - Desktops Unlimited Support (Onsite & Remote 10x5) Includes Managed Proactive Patch Management (Windows, Application), Centralized Management and Monitoring, Inventory and Asset Management, provide/install definition based Virus Scan software.	25	75.00	1,875.00
	Includes (1) recurring technician scheduled on-site day per month (additional on-site time included as needed; this day helps with understanding the people/business/workflow while providing support and identifying any visible concerns).			
,	Managed Services Silver Monthly - Servers Unlimited Support (Onsite & Remote 10x5) Includes Managed Proactive Patch Management (Windows, Application), Centralized Management and Monitoring, Inventory and Asset Management, provide/install Virus Scan software. Includes 1TB cloud backup.	1	175.00	175.00
	Managed Services (Optional) Security Enhancement - Endpoint Detection & Response ("Advanced Virus Scan"), e-mail spam filtering, web content filtering	25	15.00	375.00
	SUBTOTAL TAX TOTAL		\$2,4	2,425.00 0.00 425.00



Project Proposal : Managed Support (Gold Edition)

Prepared for : Housing Authority of Madera

Delivered on : August 01, 2023 Prepared by : Amy Blackketter

SCOPE OF WORK

This Managed Support Agreement (Gold Edition) includes all proactive, reactive and maintenance support for your organization's technology during normal business hours with a max of X onsite hours per month, each additional hour is billed at a discounted hourly rate of \$140.

Our Managed IT Support Services are designed to support growing companies by offering a One Stop Shop IT Support Service at an affordable cost while maintaining a reliable, stable IT environment. We also recommend Monthly, Quarterly or Bi-Annually Technology Meetings to ensure we are all on the same page with technology services with your organization.

Services Provided include Desktop and Server Monitoring, Backup Monitoring/Support, Day to Day End User Support, Preventative Maintenance, Security Monitoring and Remediation, in addition to all items described below in the proposal. New Projects are quoted and billed separately as requested or needed, after business hours support requested by the client are billed separately as emergency support. New Projects are classified as anything new that has not been accounted for during this proposal creation and identified and documented below.

Optional Multi-Factor Authentication, Cyber Security Monitoring and Alerting is available and is currently not included in this agreement. If this service is desired, please notify us and we will include it.

SEPARATE NEW OR FUTURE PROJECTS INCLUDED IN THIS AGREEMENT: (none)

Managed Support (Gold Edition) Product / Service List

mage	Qty/Hrs.	Description	Price	Total
	25	BCT 360 Managed Support (desktop) includes Support 8x5 - Unlimited Help Desk Support (unless specified) - Limited Included Onsite Support (X hours per month) - Full IT Management - User Provisioning - Desktop Software Patches and Updates - Anti-Virus Management (*may not include all remediation) - Desktop / Laptop Patching - Office 365 Management	\$85.00 / Month	\$2,125.00 / Month
	1	BCT 360 Managed Support (Server) includes Support 8x5 - Unlimited Help Desk Support (unless specified) - Limited Included Onsite Support (X hours per month) - Full IT Management - User Provisioning - Software Patches and Updates - Anti-Virus Management (*may not include all remediation)	\$125.00 / Month	\$125.00 / Month
0	25	Sophos Desktop Anti-Virus Bundle (Endpoint + Intercept)	\$5.83 / Month	\$145.75 / Month

Image	Qty/Hrs.	Description	Price	Total
tonerasia G	1	Sophos Server Anti-Virus Bundle (Endpoint + Intercept)	\$15.00 / Month	\$15.00 / Month
	1	Remote Offsite Daily Backup Service (per TB)	\$100.00 / Month	\$100.00 / Month
	25	Backup for Microsoft O365 (per user)	\$2.50 / Month	\$62.50 / Month
S	1	Project Fixed Fee	\$2,500.00	\$2,500.00
	1	24-month Agreement This Agreement will be applicable for 24 months from the start of service.	\$0.00 / Month	\$0.00 / Month

Optional Item

Image	Qty/Hrs	Description	Price	Total
6	1	BCT 360 Managed Support (desktop) includes Support 8x5 - Unlimited Phone Support (unless specified) - Limited Included Onsite Support (X hours per month) - Full IT Management - User Provisioning - Desktop Software Patches and Updates - Anti-Virus Management (*may not include all remediation) - Desktop / Laptop Patching - Office 365 Management	\$150.00 / Month	\$150.00 / Month
1	25	BCT 360 Managed Support (Server) includes Support 8x5 - Unlimited Phone Support (unless specified) - Limited Included Onsite Support (X hours per month) - Full IT Management - User Provisioning - Software Patches and Updates - Anti-Virus Management (*may not include all remediation)	\$2.50 / Month	\$62.50 / Month
	25	Sophos Desktop Anti-Virus Bundle (Endpoint + Intercept)	\$4.50 / Month	\$112.50 / Month

Total tax:

\$0

Total one-time cost:

\$2,500.00

Total monthly recurring cost:\$2,573.25

Total annual recurring cost: \$0

Housing Authority of Madera, Costs may not include shipping or toxes (local, state, federal). Any additional time and/or materials not defined in this proposal will be considered for billing. A 50% deposit may be due upon approval. I agree to the terms and conditions defined in this document and verify that I am an authorized representative of Housing Authority of Madera.

I have read and understand the <u>Client Master Agreement (click here to view)</u>

Clear

Housing Authority of Madera	
Client Name	
08/02/2023	
	Signature
Name	
Title	

Approve

* By signing this quote/contract, you attest and consent that you are duly authorized to enter into a contract on behalf of Housing Authority of Madera, hereinafter referred to as "Client" with Xobee Networks, Inc., a California Corporation, hereinafter referred to as "Xobee". By signing this quote/contract, you attest that have read and agree to any and all terms and conditions specified on the "General Terms and Conditions" document contained at https://www.xobee.com/general-terms-and-conditions including but not limited to the "Privacy Policy" specified at https://www.xobee.com/privacy-policy/ and the "Acceptable Use Policy" at https://www.xobee.com/AUP. Client will utilize Xobee's Service Desk during the hours outlined herein, for remote administration, support and problem resolution on Services covered under this quote/contract. Unless stated, costs do not included shipping or taxes (local, state, federal or otherwise). Additional goods or services not specified in this quote/contract will be formally agreed upon by Xobee and the Client before any supplemental services or goods are rendered. Any additional services that are billed on a recurring basis not specified in this quote/contract added shall result in an adjustment to the Client's recurring charges.

Mutual Cooperation

We agree to use our best efforts to fulfill and exceed your expectations on the deliverables listed above. You agree to aid us in doing so by making available to us necessary information, assets and access pertaining to your project and to cooperate with us in expediting the work. Excessive delays in communication and/or deliverables caused by you void our requirement to meet our projected timeline defined in this contract.

Client Master Agreement

All communications necessary for the work defined in this project are covered by the budget you're agreeing to. We understand that our clients often have quick questions – we typically don't charge to answer those if they require less than fifteen (15) minutes in length. However, we're experts in our industry and you're paying us for that expert knowledge, so any communication that requires us to provide consultation or perform research, whether it be for actual requests or for hypothetical changes, will incur our hourly labor rate billed in fifteen (15) minute increments with no minimum. A more detailed breakdown of our billing policies can be found in our Client Master Agreement. Projects that go dormant for longer than forty-five (45) days will incur a fee to resume work at the discretion of BCT Consulting, Inc.

Terms of Payment

BILLING SCHEDULE

It's important for us to ensure a positive working relationship and to keep the project moving forward. For us to guarantee this, you agree to the following payment schedule.

BCT Consulting, Inc. will invoice Housing Authority of Madera for fifty per cent (50%) of the initial fees at point of this signed contract agreement which will act as the deposit. The remaining 50% will be billed at the end of the project timeline prior to deployment.

Cancellation of Plans

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability related to such action. We agree to use our best efforts to minimize such costs and expenses.

Responsibility of BCT Consulting, Inc. and Housing Authority of Madera

BCT Consulting, Inc.'s RESPONSIBILITY FOR RELEASES

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (if applicable).

HOUSING AUTHORITY OF MADERA'S RESPONSIBILITIES FOR RELEASES

You guarantee that all elements of text, images, or other artwork you provide are either owned by you, or that you have permission to use them.

Then when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing regarding the performance of this Agreement.

Confidentiality

BCT Consulting, Inc. acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by BCT Consulting, Inc. on behalf of Housing Authority of Madera or disclosed by Housing Authority of Madera to BCT Consulting, Inc.

Terms of Termination

PERIOD OF AGREEMENT AND NOTICE OF TERMINATION

This Agreement shall become effective as of and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

Any hardware, equipment, licenses, software or other items which are included as part of a recurring service, must be returned upon termination of service, including items which are loaned as part of the service, including but not limited to, Vol? telephone handsets, replacement desktops under a virtual desktop service, cloud service licenses or other items which have not actually been paid for besides the service fee.

Termination for Cause

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

Payment for Non-Cancelable Materials

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of Housing Authority of Madera, that any such materials and services, are non-cancelable.

Materials Unpaid For

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

Transfer of Materials

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Housing Authority of Madera to BCT Consulting, Inc., BCT Consulting, Inc. shall transfer, assign and make available to Housing Authority of Madera all property and materials in its possession or control belonging to Housing Authority of Madera. Housing Authority of Madera agrees to pay for all costs associated with the transfer of materials.

Approve

RESOLUTION NO. 1261

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH TECH HEROES, INC. FOR TECHNOLOGY SERVICE.

- A. WHEREAS, the Housing Authority for the City of Madera ("Housing Authority") requires technological support for its compute network and operations; and
- B. **WHEREAS**, on or about July 31, 2023, the Housing Authority's Executive Director received a proposal from Tech Heroes, Inc. for information technology, computer network maintenance and management, and virus protection services;
- C. WHEREAS, Tech Heroes, Inc. is willing to contract with the Housing Authority at a cost of \$2,425.00/monthly for computer information technology services; and
- D. **WHEREAS**, the Housing Authority's Executive Director recommends that the Housing Authority enter into a contract with proposal Tech Heroes, Inc. for computer information technology services.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF MADERA DOES HEREBY RESOLVE AS FOLLOWS:

- Section 1. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- Section 2. <u>Authorizing the Housing Authority's Executive Director to Enter Into a Contract With Tech Heroes, Inc.</u> After full deliberation and consideration, the Board of Commissioners herein authorizes the Housing Authority's Executive Director to enter into a contract with Tech Heroes, Inc. for information technology, computer network maintenance and management, and virus protection services at a cost of \$2,425.00/monthly.
- Section 3. <u>Effective Date of Resolution</u>. This Resolution shall take effect immediately upon its adoption.
- **PASSED AND ADOPTED** by the Board of Commissioners of the Housing Authority of the City of Madera this 9th day of August 2023, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Elsa Mejia, Chairperson
ATTEST:	
Renee A. Wright Executive Director	
attests or certifies, as a witness to a b	ing Authority of the City of Madera herein board meeting held on August 9 th , 2023, and ng information in this resolution is true and mended.
	By:
	Marisela Lopez
	Clerk
Approved as to Legal Form:	
Emilio J. Huerta, General Counsel	

C-4 RESOLUTION #1262 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE YARDI ASPIRE PROPOSAL FOR HACM.



Housing Authority of the City of Madera

BOARD MEMORANDUM

TO: Board of Commissioners

Housing Authority of the City of Madera

BOARD MEETING: August 09, 2023

AGENDA ITEM: C-4

FROM: Renee Wright, Executive Director

AUTHOR: Renee Wright, Executive Director

DATE: August 02, 2023

SUBJECT: RESOLUTION # 1262 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPROVING THE YARDI ASPIRE TRAINING PROPOSAL.

EXECUTIVE SUMMARY:

THE BOARD OF COMMISSIONERS WILL CONSIDER A RESOLUTION APPROVING THE YARDI ASPIRE TRAINING PROPOSAL.

RECOMMENDATION:

STAFF RECOMMENDS THE BOARD APPROVE THE ATTACHED RESOLUTION FOR THE YARDI ASPIRE TRAINING PROPOSAL.

FISCAL IMPACT:

\$6,1110







Yardi Aspire Proposal

August 2, 2023



Yardi Aspire

Strengthen your team and gain flexibility with powerful staff development software. Deliver training content from a comprehensive learning management platform and gain total insight into staff development activities.

1. Yardi Aspire

On-site positions in the real estate industry traditionally see high turnover rates, averaging 30% to 50% per year in many organizations. In this environment, bringing new staff up to speed quickly and updating existing employees on changing regulations and technology is key to maintaining good customer service, productivity, and compliance with applicable laws and internal policies. Training staff in multiple locations effectively can be costly as well as logistically challenging.

Yardi Aspire offers a user-friendly, cost-effective, and convenient alternative or supplement to traditional, instructor-led training programs. Your employees can learn at their own pace from anywhere, using clear, illustrated, and current materials developed by online learning experts who understand your industry. Interactive exercises and tests ensure understanding, and collaboration options allow staff to work more closely together and benefit from each other's knowledge. Training materials remain available after course completion for easy reference. Your managers can track course completion and success rates to identify follow-up needs, onboard new staff, and deploy learning plans as needed. Yardi Aspire reduces your overall training costs, improves accountability and retention, and helps your site staff deliver excellent customer service.

Features & Benefits

Yardi Aspire offers innovative staff training on Yardi software, professional skills, and more. Improving employee performance has never been easier or more effective. This dynamic learning platform helps you maximize your software ROI with an extensive course library, assessment tools, certifications, post-training follow-up, and re-training activities. You can:

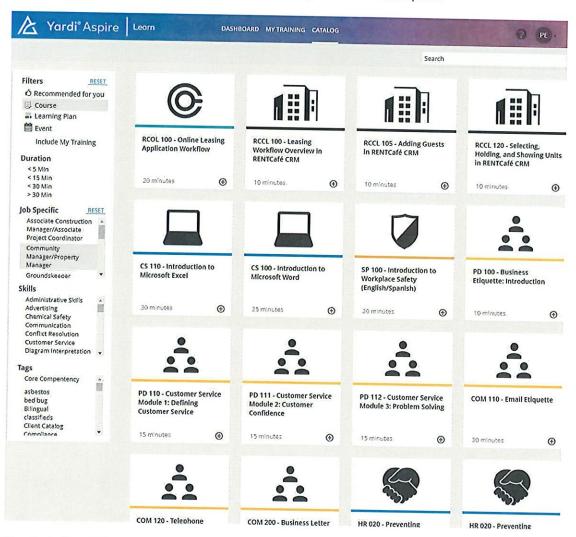
- Increase employee satisfaction and improve performance with role-specific, mobile-friendly learning plans
- Connect employees through communication and collaboration tools
- Manage instructor-led events with online registration and follow-up assessments
- Take advantage of Yardi's self-paced courses and develop your own to design a unique, multifaceted education program for your organization
- Use student notifications and set up achievement rewards to keep staff engaged and on track with their learning goals
- Spot trends and quantify ROI with robust reporting tools

Create a Personalized Learning Experience

Our large catalog of customizable course covers many aspects of our products and industry topics. User-friendly authoring tools help your trainers take your existing curriculum to the next level by creating interactive experiences that increase retention for all learning styles. Students benefit from hands-on practice in an integrated practice environment, personalized feedback and coaching tools, and a variety of assessment types. The learner dashboard, class discussions, achievements, and the opportunity to self-enroll in new training opportunities encourage further learning.

Maximize Knowledge Retention & Job Satisfaction

Yardi Aspire is a branded training platform that you can configure for your training initiatives. You can create role-specific learning plans to organize and automate content and educate the right people at the right time. Automated notifications help you spend less time on administrative tasks, and analytics allow you to drill down to granular details. Manage in-person and online training sessions, track attendance, and follow up with automated assessment options. Empower trainers and supervisors at all levels by creating custom administrator roles with access to the right functions and reports.



Strategic Benefits

- Reduces training costs with on-demand online courses
- Eliminates costly mistakes by delivering timely training
- Solidifies learners' understanding of key concepts with pre- and post-training assessments
- Encourages engagement and timely course completion with achievements, peer discussion, and feedback from subject matter experts
- Improves accountability, retention, and ROI over traditional training
- Boosts employee confidence with easy access to all training activities from one dashboard

Key Features

- Accessible from any web browser and mobile device
- Intuitive authoring tools for real-time curriculum changes
- Multiple learning channels (e.g., online courses, classroom events, webinars)
- Option to add online assessments, documents, videos, and class discussions
- Reporting tools track activity and individual progress
- Flexible content options, including HTML, documents, images, videos, and podcasts
- Hosted platform with 24-hour IT support

Courses

Yardi Aspire delivers courses created by product experts to your employees. Assessment tools, certifications, follow-ups, and re-training activities help your team maintain critical knowledge. You can monitor student activity and course progress with individual and group-level performance reports.

Our browser-independent course library includes market-specific tracks for multifamily, commercial, investment management, subsidized, and senior living clients. Our courses deliver material in a variety of interactive formats with step-by-step procedures. Hands-on exercises in an embedded Yardi Voyager environment give learners valuable practice.

You can modify courses to match your organization's policies and procedures and deploy role-specific learning plans to help new employees integrate into your company quickly. Advanced training keeps your existing staff progressing. You can assign courses from the Yardi library or develop targeted courses, such as new staff orientation and safety training. You can create webinars and classroom events in a few clicks, add online assessments, or enter grades from offline quizzes. While online courses maximize ROI on your software investment, you can also reduce overall training costs with online pre-training, so employees come prepared and get the most out of instructor-led events.

Package Options

Yardi Aspire is a comprehensive learning platform that delivers intuitive tools and exclusive Yardi software courses and webinars. Web-based instruction delivers consistent training and improves knowledge retention. Online courses save time and travel costs and can be rolled out simultaneously across regional locations. Employees can refer to completed courses for on-the-job assistance. Yardi Aspire interfaces with many types of software, including human resources and webinar management tools.

Yardi Aspire Plus

Yardi Aspire Plus includes engaging, customizable courses on a variety of non-Yardi competency areas. Our authoring tools support quick and easy modifications. You can import policies, procedures, and more to ensure employees receive all relevant information in a single course.

Yardi Aspire Premium

In addition to the features of Yardi Aspire Plus, this package supports SCORM data transfers, eSignature, surveys, and chat. It is a complete solution for developing a training program that achieves your organizational goals and objectives.

Service Team

Our team includes instructional designers, implementation and customer support experts, editors, and developers. Our instructional designers average more than a decade of training experience, 12 years in customer service, and six years in the property management industry, which ensures practical and knowledgeable course design and support.

Implementation

Rolling out Yardi Aspire is easy and cost-effective; our clients go live within three weeks on average. After we set up your online university, our implementation experts coach your key staff on administration and authoring tools. Most clients only need two to three hours of training before they are ready to launch their university. You control how quickly you put training opportunities in your staff's hands.

2. Price Proposal

The following pricing is valid for 90 days from the date of this proposal.

Annual Fees	Qty.	Price	Concession	Net	Total
Yardi Aspire Premium	1,222 units	\$6	(\$1)	\$5	\$6.110
 Training platform with customizable Yardi courses and ability to add courses Soft skill courses (fair housing, human resources, safety, professional skills, etc.) 			,,	•	, -,-=-
 Support, training, and implementation assistance Unlimited users, assessments, courses, events, content, and automatic content upgrade options 					
Assistance with data transfer and automated completion data export					
 External SCORM file reporting, surveys, and electronic signatures 					

Next Steps

Our end-to-end real estate platform delivers mobility and transparency across your organization. Yardi Aspire can reduce your training costs, enhance your customer service, and help you maintain your competitive edge. Please contact me:

Christian Edstrom
Account Executive, PHA
Christian.Edstrom@yardi.com
(800) 866-1144 ext. 5183 | office

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RESOLUTION NO. 1262

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH YARDI ASPIRE TRAINING FOR STAFF TRAINING.

- A. WHEREAS, the Housing Authority for the City of Madera ("Housing Authority") has purchased the multi-family property management accounting system known as "Yardi" for the purpose of efficiently managing and streamlining the Housing Authority's financial management of its real property assets;
- B. WHEREAS, on or about August 2, 2023, the Housing Authority's Executive Director received a proposal from Yardi Aspire, the training division of Yardi to provide training services with respect to Yardi's software with the goal of improving employee performance, maximizing return on investment, increasing employee satisfaction and improve performance with role-specific, mobile-friendly learning plans, and connecting employees through communication and collaboration tools;
- C. WHEREAS, Yardi Aspire is willing to contract with the Housing Authority at a one-time cost of \$6,1110; and
- D. WHEREAS, the Housing Authority's Executive Director recommends that the Housing Authority enter into a contract with proposal Yardi Aspire for Yardi soft-ware training.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF MADERA DOES HEREBY RESOLVE AS FOLLOWS:

- Section 1. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- Section 2. <u>Authorizing the Housing Authority's Executive Director to Enter Into a Contract With Yardi Aspire.</u> After full deliberation and consideration, the Board of Commissioners herein authorizes the Housing Authority's Executive Director to enter into a contract with Yardi Aspire for information employee Yardi software training at a one-time cost of \$6,1110.
- Section 3. <u>Effective Date of Resolution</u>. This Resolution shall take effect immediately upon its adoption.

	oard of Commissioners of the Housing
Authority of the City of Madera this 9th day	of August 2023, by the following vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Elsa Mejia, Chairperson
ATTEST:	
Renee A. Wright Executive Director	
Marisela Lopez, Clerk for the Housing Autattests or certifies, as a witness to a board n swears or confirms, that the foregoing inforcorrect and has not been altered or amended	neeting held on August 9 th , 2023, and mation in this resolution is true and
D.,,	
ъу	Marisela Lopez
	Clerk
Approved as to Legal Form:	
Emilio J. Huerta, General Counsel	

C-5: RESOLUTION No. 1263 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING A CONTRACT WITH LUBIN-OLSON FOR LEGAL SERVICES REGARDING THE HOUSING AUTHORITY OF THE CITY OF MADERA VERSUS MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. (MORES)



BOARD MEMORANDUM

TO: Board of Commissioners

Housing Authority of the City of Madera

AGENDA ITEM: C-5

FROM: Emilio J. Huerta, Attorney

AUTHOR: Emilio J. Huerta, Attorney

BOARD MEETING: August 09, 2023

DATE: August 03, 2023

SUBJECT: RESOLUTION # 1263 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPOVING A CONTRACT WITH LUBIN-OLSON FOR LEGAL SERVICES REGARDING THE HOUSING AUTHORITY OF THE CITY OF MADERA VERSUS MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. (MORES)

EXECUTIVE SUMMARY:

THE BOARD OF COMMISSIONERS WILL CONSIDER A RESOLUTION APPROVING A CONTRACT WITH LUBIN-OLSON FOR LEGAL SERVICES REGARDING THE HOUSING AUTHORITY OF THE CITY OF MADERA VERSUS MADERA OPPORTUNITES FOR RESIDENT ENRICHMENT AND SERVICES, INC. (MORES)

RECOMMENDATION:

STAFF RECOMMENDS THE BOARD APPROVE THE ATTACHED RESOLUTION FOR THE A CONTRACT WITH LUBIN-OLSON FOR LEGAL SERVICES REGARDING THE HOUSING AUTHORITY OF THE CITY OF MADERA VERSUS MADERA OPPORTUNITES FOR RESIDENT ENRICHMENT AND SERVICES, INC. (MORES)

FISCAL IMPACT:

Will be presented and discussed in Closed Session.





RESOLUTION NO. 1263

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE EXECUTIVE DIRECTOR TO RETAIN LUBIN-OLSON FOR LEGAL SERVICES REGARDING THE HOUSING AUTHORITY LITIGATION AGAINST MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. (MORES)

- A. **WHEREAS**, the Housing Authority for the City of Madera ("Housing Authority") established a California non-profit known as Madera Opportunities for Resident Enrichment and Services, Inc. (MORES) as a corporate subsidiary of the Housing Authority;
- B. **WHEREAS**, the Housing Authority provided property management and other organizational services to MORES;
- C. **WHEREAS**, in December 2023, MORES severed its organizational ties with the Housing Authority;
- D. WHEREAS, at the time the MORES severed its organizational ties with the Housing Authority, it owed and continues to owe the Housing Authority approximately \$500,000 or more for property management services rendered to MORES;
- E. WHEREAS, the Housing Authority's Legal Counsel recommends that the Housing Authority engage the law firm of Lubin-Olson to draft a complaint and represent the Housing Authority in an action against MORES; and
- F. WHEREAS, the law firm of Lubin-Olson has extensive regarding real estate development and are experienced trial attorneys.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF MADERA DOES HEREBY RESOLVE AS FOLLOWS:

- Section 1. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- Section 2. <u>Authorizing the Housing Authority's Executive Director to Execute a Legal Contract With Lubin-Olson.</u> After full deliberation and consideration, the Board of Commissioners herein authorizes the Housing Authority's Executive Director to enter into a contract for legal service with Lubin-Olson regarding filing a legal complaint against MORES.

Section 3. <u>Effective Date of Resolution</u>. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by Authority of the City of Madera this 9 th	the Board of Commissioners of the Housing th day of August 2023, by the following vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Elsa Mejia, Chairperson
ATTEST:	
Renee A. Wright Executive Director	
attests or certifies, as a witness to a bo	g Authority of the City of Madera herein pard meeting held on August 9 th , 2023, and information in this resolution is true and hended.
	By: Marisela Lopez Clerk
Approved as to Legal Form:	
Emilio J. Huerta, General Counsel	

F. <u>EXECUTIVE DIRECTOR REPORT</u>:



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: August 9, 2023

AGENDA ITEM: F-1

FROM: Renee Wright, Executive Director

AUTHOR: Renee Wright, Executive Director

DATE: August 3, 2023

SUBJECT: COMMUNICATIONS, TRAININGS, AND AUDITS

1. <u>HCV</u> - The Housing Choice Voucher team continues to issue vouchers to ensure affordability to our Madera community. HACM has issued sixteen new vouchers for the month of July 2023. The agency has briefings scheduled throughout the month of August for new vouchers to the Madera families. We currently have thirty-eight remaining vouchers to assist the families in Madera.

2. PUBLIC HOUSING - Our Public Housing units on Mace Street will begin their new kitchen and

bathroom cabinets installation in the month of September.

TRAINING - The Department of Housing and Urban development (HUD) Technical Assistance has scheduled an onsite visit with the HACM team August 16th - 18th. This visit will cover processes and workflow, task and responsibilities, waitlist, Housing Choice Voucher Utilization, and deadlines.

Consulting Resources - Consulting services are on the way for ISterling Inspections Company. We have a kickoff meeting scheduled for August 9, 2023, with an anticipated start date of August 16, 2023. ISterling

Inc. will assist with the Housing Choice Voucher Bi-annual inspections.

5. <u>TECHNOLOGY</u> – HACM is enlisting Yardi to provide an on-boarding training program for all the agency's positions. This will ensure our new team members have sufficient guidance for their new roles.

6. Pomona Ranch – July 3rd, 2023, was opening day for our Migrant center. We have a total of forty-seven units leased and three pending applicants. HACM is currently working with Madera South High School to bring the Little free library to our Migrant Site. July 31st Child Evangelism Fellowship, Inc. came out for a 3-day club and provided our families with food, games, and shared community resources. Central Valley Opportunity Center (CVOC) is scheduled on site the week of August 14th -August 18th to assist qualified families with rental assistance for 1 month.



