

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

SPECIAL MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

Notice and Agenda

6:00 PM
Monday, August 21, 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 "Quick Link" and then open the "Board Meeting Information" tab.

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:

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:** None.

B. **CONSENT CALENDAR:** None

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

C-1 **RESOLUTION No. 1263 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING A CONTRACT WITH LUBIN-OLSON FOR LEGAL SERVICES REGARDING MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. (MORES)**

C-2 **RESOLUTION No. 1264 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE ADDITION OF HOUSING AUTHORITY CHAIR ELSA MEJIA AND REMOVING FORMER HOUSING AUTHORITY EXECUTIVE DIRECTOR RENEE A. WRIGHT, COMMISSIONER SANTOS GARCIA, AND COMMISSIONER ARTEMIO VILLEGAS AS AUTHORIZED SIGNERS ON THE HOUSING AUTHORITY'S CITIZEN BANK ACCOUNTS AND WELLS FARGO BANK ACCOUNTS.**

D. **WRITTEN COMMUNICATIONS:** Marisela Lopez, Executive Administrative Assistant

E. **ADMINISTRATIVE REPORTS:** None.

F. **EXECUTIVE DIRECTOR REPORT:** None.

G. **COMMISSIONER REPORTS:**

H. **CLOSED SESSION:** Attorney Emilio J. Huerta

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

H-1: Resignation of HACM Executive Director Renee Wright - Employee personnel matters pursuant to CA Govt. Code Section 54957(b)(1).

H-2: Potential litigation pursuant to CA Govt. Code Section 54956.9(d)(4)


I. **ADJOURNMENT:**

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 16, 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 11:00 a.m..

Executed this, 16th day of August 2023.



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

C-1: RESOLUTION # 1263 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPROVING A CONTRACT WITH LUBIN-OLSON FOR LEGAL SERVICES REGARDING MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. (MORES)



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: August 21, 2023

AGENDA ITEM: C-1

FROM: Emilio J. Huerta, Attorney

AUTHOR: Emilio J. Huerta, Attorney

DATE: August 15, 2023

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

FISCAL IMPACT:

\$0





LUBIN OLSON & NIEWIADOMSKI LLP

THE TRANSAMERICA PYRAMID

600 MONTGOMERY STREET, 14TH FLOOR SAN FRANCISCO, CALIFORNIA 94111

TEL 415 981 0550 FAX 415 981 4343 WEB lubinolson.com

August 4, 2023

ATTORNEY-CLIENT FEE AGREEMENT

This agreement for legal services (“Agreement”) is entered into between Lubin Olson & Niewiadomski LLP, a California limited liability partnership (“LON”, “we” or “us”) and the Housing Authority of the City of Madera, a not-for-profit public corporation (“Client” or “you”). LON’s representation of the Client does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require legal services, we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own agreement, and would depend on our review and disclosure of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

1. **SCOPE OF SERVICES.** Client is engaging LON to provide legal advice and services in the following matter(s): dispute with Madera Opportunities for Resident Enrichment and Services (“Matter”). We will provide those legal services reasonably required to represent you, keep you informed of the status of the Matter and respond to your inquiries. If a Matter covered by this Agreement involves litigation services, whether in court, mediation, arbitration, administrative hearings, or government agency hearings, we will represent you through mediation, arbitration, trial and post-trial motions. If we agree to perform additional services for you outside the scope of the Matter described herein, such as an appeal or collection services, we will confirm the scope of any such new matter in writing. This Agreement will govern all future services we perform for you with respect to any such new matter(s) identified in writing, unless we make a different agreement with you in writing. Our services do not extend to valuation, accounting, insurance coverage, financial advice or other business, personal or legal affairs of the Client or to any other aspect of the Client’s activities. Legal services that are excluded under this Agreement specifically include, but are not limited to, patent, insurance coverage and tax. Client should consider and pursue any potential insurance that might cover the defense and indemnification of the Matter as our representation expressly does not include advice and representation on insurance coverage issues (we may cooperate with your or your insurance broker or counsel, but such cooperation or incidental assistance does not constitute representation). Similarly, Client should consider obtaining advice from a tax practitioner concerning the tax consequences of any judgment or settlement, or other tax matters. All of LON’s attorneys are licensed to practice law in California. If Client needs advice regarding the laws of other states or countries, we advise Client to consult with counsel licensed to practice law in those jurisdictions.

2. **RETENTION OF FIRM.** By this Agreement, you are retaining the law firm of LON. Charles R. Olson will be the attorney primarily responsible for the Matter, and Philip J. Sciranka will assist. Mr. Olson's current reduced nonprofit billing rate is \$575.00 per hour, and Mr. Sciranka's reduced nonprofit billing rate is \$450.00. When appropriate in Mr. Olson's discretion, he may delegate the services to other attorneys or legal assistants within the firm.

3. **CLIENT'S DUTIES.** You agree to be truthful with us, to cooperate, to keep us informed of any relevant information or developments which may come to your attention, to abide by this Agreement, to pay our bills within thirty (30) days after they have been sent to you, and to keep us advised of your address, telephone number and whereabouts. You will assist us in providing necessary information and documents and will appear when necessary at legal proceedings.

4. **DUTY TO PRESERVE EVIDENCE.** In light of the potential litigation with Madera Opportunities for Resident Enrichment and Services, Inc., Client has a duty to take affirmative steps now to preserve all potentially relevant evidence. Many courts have imposed severe sanctions in cases where a party has failed to do so. The duty to preserve potentially relevant evidence is broad. It applies not only to paper documents, but also to photos, videos, and electronically stored information such as emails and texts. For that reason, Client must immediately suspend any and all document destruction programs for all paper and electronic records that potentially relate to the subject matter of the litigation. This temporary suspension must remain in effect until a careful determination of what records and information are potentially relevant to this litigation is made and more specific preservation instructions can be issued. You should consult with us before potentially destroying any documents.

5. **DEPOSITS.** If we are requested to file an administrative petition, an arbitration demand, complaint, or file a response to any of them, we reserve the right to require an advance deposit. If you fail to pay our invoices on a timely basis, you hereby authorize us to use the funds on deposit to pay our fees and costs. Whenever the deposit is reduced or exhausted, we reserve the right to demand further deposits to maintain a minimum deposit of \$5,000.00. You agree to pay all deposits within thirty (30) days of our demand for same. We reserve the right to demand an increased deposit once an administrative hearing, trial or arbitration date is set, the amount of which may include the attorneys' fees we estimate will be incurred to prepare for and complete the proceeding, trial or arbitration, as well as the jury fees, arbitration fees, expert witness fees and other costs likely to be incurred. Any unused deposit at the conclusion of our services will be refunded.

6. **LEGAL FEES AND BILLING PRACTICES.** You agree to pay us by the hour at our prevailing rates for time spent on the Matter by our personnel. Our current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. The Rate Schedule also provides for periodic increases. If you refuse to pay our fees after a rate increase, we will have the right to withdraw as your attorneys.

We will charge you for all of the time we spend providing legal services to you under this Agreement, including, but not limited to: conferences and meetings, court sessions, depositions, legal research, correspondence, reviewing and drafting legal documents, telephone calls and emails with you, or made on your behalf. The legal personnel assigned to the Matter will confer among themselves about the Matter, as they consider appropriate. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

We make no promises or representations about the total amount of attorneys' fees to be incurred by you under this Agreement.

7. **COSTS, EXPERT RETENTION AND OTHER CHARGES.** We will incur various costs and expenses in performing legal services under this Agreement. You agree to pay those costs and expenses in addition to our hourly fees. The costs and expenses commonly include fees fixed by law or assessed by courts and other agencies, fees for computerized legal research, process server fees, messenger and other delivery fees, postage, travel expenses (such as air fare, ground transportation, meals and lodging), photocopying and other reproduction costs, clerical staff overtime when required to meet your deadlines, and similar items. LON will not pay costs on Client's behalf in excess of \$1,000, unless special arrangements are made or the nature of the expense requires it (such as paying travel expenses). LON does not take responsibility for paying fees and expenses of third parties, such as mediators, arbitrators, experts, investigators, court reporters, title companies, and the like, which will be the Client's responsibility and may be billed directly to the Client. You agree to pay the fees and charges of such persons, even if they direct their invoices to LON. If LON does pay the fees and expenses of any third parties, LON will add those fees and expenses to its invoices, and you agree to pay those invoices. LON may hire such third parties in its discretion, and LON will keep you reasonably informed as to their retention and cost.

If LON or any current or former employee of LON is asked or required by a third party to testify or produce documents as a result of LON's representation of the Client, the Client agrees to pay LON for any resulting costs or expenses, including LON's time, even if LON's representation of the Client has ended. This paragraph does not apply to any claim brought by Client alleging wrongdoing by LON.

8. **MONTHLY STATEMENTS AND INTEREST.** We will send you monthly statements as of the last day of every calendar month for fees and costs incurred and the current balance owed. Each statement will be due within thirty (30) days of its date. Thereafter, interest will be payable on the unpaid balance at the rate of ten percent (10%) per annum, regardless of whether LON's invoices show interest charges.

9. **LIEN.** You hereby grant us a lien on any and all claims, including claims for attorneys' fees, that are or may become the subject of our representation under this Agreement. Our lien will be for any sums owing to us at the conclusion of our services. The

lien will attach to any funds you may obtain as a result of the Matter, whether by arbitration award, judgment, settlement or otherwise. The lien provided for herein creates a conflict of interest between LON and you because it could impair your interest by delaying payment of funds until any disputes over the lien are resolved. For example, if a judgment or settlement payment is made jointly payable to the client and the attorney, the attorney may refuse to endorse the check until the dispute is resolved. In fact, the attorney must do so to preserve its lien. If a judgment or settlement payment is deposited into an attorney's client trust account, the attorney may withhold an amount equivalent to the disputed portion. In each of these instances, when an attorneys' lien is disputed, the client's recovery will be delayed until the parties can agree on how the money should be divided or until one of the parties prevails in an arbitration to resolve the dispute.

We may be able to compel payment of our fees and costs from any such funds recovered on your behalf even if we have been discharged before the end of the case. Because a lien may affect your property rights, you may wish to take the time necessary to seek the advice of an independent lawyer of your choice before agreeing to it. By signing this Agreement you acknowledge that the terms of the lien provided for herein are fair and reasonable, that you have been given a reasonable opportunity to seek the advice of an independent lawyer of your choice, and that you consent to the granting of a lien to LON.

10. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time, with or without cause, by written notice which will be effective when we receive it. We will provide no further services and advance no further costs on your behalf after receipt of such a notice. We may withdraw with your consent or without your consent for good cause. Good cause includes your breach of this Agreement, including your refusal to timely pay our invoices or to cooperate with us. Good cause further includes your refusal to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical. Notwithstanding such discharge or withdrawal, you will remain obligated to pay us at the agreed rates for all services provided, and to reimburse us for all costs advanced, before the effective date of discharge or withdrawal.

11. **DOCUMENT RETENTION POLICY.** Upon the termination of our services you will have the right to receive all of your client papers and property maintained by our firm during our representation of you. Client papers and property includes correspondence, pleadings, deposition transcripts, exhibits, physical evidence and expert reports (but does not include the undisclosed work product of our attorneys). If you do not request the return of your client papers and property upon the termination of our services for you, we will maintain those records for a period of five years. Upon the expiration of five years, you hereby consent to our disposal of your client papers and property.

12. **DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your Matter. We make no such promises or guarantees. Our comments about the outcome of your Matters are expressions of opinion only. Any estimate of fees given by us will not be a guarantee.

13. **DISPUTES SUBJECT TO ARBITRATION.** In any dispute over attorneys' fees, you have the statutory right to arbitrate under the fee arbitration procedures of the California State Bar set forth in California Business and Professions Code, beginning at Section 6200. The arbitration award under these procedures shall be non-binding unless both parties consent to a binding award. Prior to or at the commencement of any arbitration that we bring against you for unpaid fees, we will send you a written notice of your right to arbitrate under these provisions. If, after receiving notice of this right to arbitrate, you do not elect the State Bar fee arbitration procedure, any such dispute will be resolved by binding arbitration as provided in the paragraph below.

Any fee dispute that is not resolved by the State Bar arbitration procedure, and all other disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this arbitration provision, will be determined by binding arbitration in San Francisco, California. The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures, provided, however, that all such disputes, claims or controversies that do not exceed \$250,000 (or the then-applicable threshold set by JAMS), excluding attorneys' fees and costs, will be administered by JAMS pursuant to its Streamlined Arbitration Rules. Copies of the rules may be found at <https://www.jamsadr.com/>, and we will make them available to you upon request. There will be a single arbitrator who will be a retired judge. If the parties cannot agree on an arbitrator, then JAMS will select an arbitrator for the parties pursuant to its normal procedure for selecting an arbitrator when parties cannot agree. The parties agree to share equally in the costs of arbitration. If any party fails or refuses to pay its case administration or arbitrator fees to JAMS in a timely manner, the other party may, at its election, pay such fees and proceed with the arbitration without the participation of the party who fails or refuses to pay its share of such fees. **YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, YOU WAIVE THE RIGHT TO SUBMIT THE DISPUTE FOR DETERMINATION BY A COURT AND THEREBY ALSO WAIVE THE RIGHT TO A JURY OR COURT TRIAL.** This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Judgment on the Award may be entered in any court having jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator, to the prevailing party; however, the arbitrator may not allocate attorneys' fees as part of the Award. The party seeking enforcement of the Award will be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. This arbitration provision will survive termination of this Agreement and LON's engagement. This arbitration provision may not be waived, except by a written waiver agreement signed by the parties.

14. Intentionally Omitted.

15. Intentionally Omitted.

16. **INTERNAL COMMUNICATIONS.** There are occasions when lawyers in our firm find it necessary or helpful to discuss our professional obligations to you with

lawyers experienced in such matters. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between LON and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between LON and the Client regarding the Matter. You hereby agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either the Firm's in-house general counsel, or, if we choose, outside counsel) we have your consent to do so. Any such communications are and will be deemed to be communications protected by the Firm's attorney-client privilege, and our representation of you will not, thereby, waive any attorney-client privilege that the Firm may otherwise have protecting the confidentiality of our communications with counsel.

17. **EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we perform for you.

18. **CALIFORNIA LAW AND VENUE.** This Agreement is entered into in San Francisco, California and will be governed by California law. The San Francisco County Superior Court will be the exclusive court in which the parties may file a petition to enforce the arbitration provision in this Agreement and for any litigation relating to the enforceability of this Agreement. In the event that the arbitration provision in this Agreement is waived by the parties or the arbitration provision is found to be unenforceable for any reason, the parties agree that the San Francisco County Superior Court shall be the exclusive court for resolving all disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

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

21. **COUNTERPARTS.** This Agreement may be signed in counterparts by the Parties hereto and will be valid and binding on each party as if fully executed all on one copy. Facsimile and electronic signatures will be deemed originals.


22. **NOTICES TO YOU.** The following address and telephone numbers are those you have instructed us to use to contact you:

Name: Emilio J. Huerta, General Counsel
Address: Law Office of Emilio J. Huerta
P.O. Box 2244
Bakersfield, CA 93303
Telephone Number: (661) 326-8000
Email: emilio@huerta.law

If you change your address or telephone numbers, you agree to notify us in writing within seven (7) days of such change(s) of your new address and/or telephone number.

Dated: August 4, 2023

LUBIN OLSON & NIEWIADOMSKI LLP

By: 
Charles R. Olson, Partner

Each of the undersigned has read and understands the terms of this Agreement and those set forth on the attached Rate Schedule and agrees to them, as of the date Lubin Olson & Niewiadomski LLP first provide services. If more than one client signs below, each agrees to be liable, jointly and severally, for all obligations under this Agreement. Client will receive a fully executed duplicate of this Agreement.

Dated: August __, 2023

HOUSING AUTHORITY OF THE
CITY OF MADERA

By: _____
Its: _____

RATE SCHEDULE
(As of November 1, 2022, Subject to Future Adjustment)

A. IDENTIFICATION

Client: Housing Authority of the City of Madera
Matter: Dispute with Madera Opportunities for Resident Enrichment and Services,
Inc.

B. HOURLY RATES FOR LEGAL PERSONNEL

Partners:	\$545 to \$1,025
Of Counsel:	\$495 to \$695
Associates:	\$305 to \$555
Legal Assts.:	\$180 to \$395

C. STANDARD CHARGES

We charge for our time in units of .10 hours.

D. COSTS AND EXPENSES

Mileage Standard mileage rate promulgated by the IRS

Clerical staff overtime when required to meet your deadlines will be charged at 1.5 times the base hourly rate or at the rates required by applicable law, whichever is greater.

All other costs will be charged at our actual cost.

E. SUBJECT TO CHANGE

We normally increase our hourly rates annually as of November 1 and our invoices will reflect those increased rates should they occur. If you decline to pay any increased rates or charges, we will have the right to withdraw as your lawyers.

RESOLUTION # 1264 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER AUTHORIZING THE ADDITION OF HOUSING AUTHORITY CHAIRPERSON ELSA MEJIA AND REMOVING FORMER HOUSING AUTHORITY EXECUTIVE DIRECTOR REEE A. WRIGHT, COMMISSIONER SANTOS GARCIA, AND COMMISSIONER ARTEMIO VILLEGAS AS AUTHORIZED SIGNERS ON THE HOUSING AUTHORITY CITIZEN BANK ACCOUNTS AND WELLS FARGO BANK ACCOUNTS.



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: August 21, 2023

AGENDA ITEM: C-2

FROM: Emilio J. Huerta, Attorney

AUTHOR: Emilio J. Huerta, Attorney

DATE: August 15, 2023

SUBJECT: RESOLUTION # 1264 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER AUTHORIZING THE ADDITION OF HOUSING AUTHORITY CHAIRPERSON ELSA MEJIA AND REMOVING FORMER HOUSING AUTHORITY EXECUTIVE DIRECTOR RENEE A. WRIGHT, COMMISSIONER SANTOS GARCIA, AND COMMISSIONER ARTEMIO VILLEGAS AS AUTHORIZED SIGNERS ON THE HOUSING AUTHORITY CITIZEN BANK ACCOUNTS AND WELLS FARGO BANK ACCOUNTS.

EXECUTIVE SUMMARY:

THE BOARD OF COMMISSIONERS WILL CONSIDER A RESOLUTION AUTHORIZING THE ADDITION OF HOUSING AUTHORITY CHAIRPERSON ELSA MEJIA AND REMOVING FORMER HOUSING AUTHORITY EXECUTIVE DIRECTOR RENEE A. WRIGHT, COMMISSIONER SANTOS GARCIA, AND COMMISSIONER ARTEMIO VILLEGAS AS AUTHORIZED SIGNERS ON THE HOUSING AUTHORITY CITIZEN BANK ACCOUNTS AND WELLS FARGO BANK ACCOUNTS.

RECOMMENDATION:

STAFF RECOMMENDS THE BOARD APPROVE THE ATTACHED RESOLUTION FOR THE ADDITION OF HOUSING AUTHORITY CHAIRPERSON ELSA MEJIA AND REMOVING FORMER HOUSING AUTHORITY EXECUTIVE DIRECTOR RENEE A. WRIGHT, COMMISSIONER SANTOS GARCIA, AND COMMISSIONER ARTEMIO VILLEGAS AS AUTHORIZED SIGNERS ON THE HOUSING AUTHORITY CITIZEN BANK ACCOUNTS AND WELLS FARGO BANK ACCOUNTS.

FISCAL IMPACT:

\$0



Authorization Certificate

Deposit Accounts and Treasury Management Services

The undersigned hereby certifies to Wells Fargo Bank, National Association (Bank) that:

1. HOUSING AUTHORITY OF THE CITY OF MADERA

(Account holder's complete legal entity/company name),

a Public Entity

(description of Account holder's business entity type)

("Customer"), has authorized the undersigned to make the certifications in this Certificate on Customer's behalf.

2.

Name	Title	Country of permanent residence	Business phone number	Business email address
------	-------	--------------------------------	-----------------------	------------------------

is referred to in this Certificate as an "Authorized Representative" with full authority, acting alone, to:

- a) enter into those agreement(s) that Bank requires regarding opening, operating, and closing deposit accounts for Customer at Bank (each, an Account) and enrolling in, using, and terminating Bank services including Bank's non-deposit sweep services used in connection with the Account(s) (each, a Service);
- b) authorize transactions of all types on the Accounts and instruct Bank regarding Accounts and Services; and
- c) designate individuals as additional Authorized Representatives.

3. This Certificate reflects actions duly taken by Customer in accordance with its governing documents. It shall continue in effect until Bank has received and had a reasonable time to act on Customer's written notice revoking it, which shall be effective only as to actions which are taken by Customer thereafter. Actions authorized in this Certificate but performed prior to its execution are approved and ratified.

Certified to:

By/Signature: _____

Printed Name: _____

Title: _____

Date: _____

Tax Identification Number of Customer: _____

(TIN of the Account holder as assigned by the IRS)

RESOLUTION NO. 1264

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE ADDITION OF HOUSING AUTHORITY CHAIR ELSA MEJIA AND REMOVING FORMER HOUSING AUTHORITY EXECUTIVE DIRECTOR RENEE A. WRIGHT, COMMISSIONER SANTOS GARCIA, AND COMMISSIONER ARTEMIO VILLEGAS AS AUTHORIZED SIGNERS ON THE HOUSING AUTHORITY'S CITIZEN BANK ACCOUNTS AND WELLS FARGO BANK ACCOUNTS.

A. **WHEREAS**, the Housing Authority of the City of Madera (the "Housing Authority"), maintains one or more business accounts with Citizen Business Bank and Wells Fargo Bank;

B. **WHEREAS**, the Housing Authority would like to add as designated authorized signers to such accounts the Housing Authority's Board Chair Elsa Mejia and remove former Housing Authority Executive Director Ms. Renee A. Wright, Commissioner Santos Garcia and Commissioner Artemio Villegas as authorized designated signers on such accounts; and

C. **WHEREAS**, adding Housing Authority Board Chair Elsa Mejia and removing former Housing Authority's Executive Director Ms. Renee A. Wright as authorized signers on such accounts in necessary so as to permit the Housing Authority to carry-on its day-to-day business affairs.

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. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Grant of Authority to Add the Housing Board Chair Elsa Mejia and Removing Former Authority's Executive Director Ms. Renee A. Wright As Authorized Signers to the Housing Authority's Citizen Business Bank and Wells Fargo Bank Accounts. The Housing Authority's Board of Commissioners has considered and herein authorizes adding Board Chair Elsa Mejia and removing former the Housing Authority's Executive Director Ms. Renee A. Wright, Commissioners Santos Garcia, and Artemio Villegas as authorized signers to the Housing Authority's Citizen Business Bank and Wells Fargo Bank Accounts.

Section 3. Effective Date of Resolution. 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 21st day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Chairperson Elsa Mejia

Vice Chair Anita Evans

Marisela Lopez, Clerk for the Housing Authority of the City of Madera herein attests or certifies, as a witness to a board meeting held on August 21, 2023, and swears or confirms, that the foregoing information in this resolution is true and correct and has not been altered or amended.

By: _____
Marisela Lopez
Clerk

Approved as to Legal Form:

Emilio J. Huerta, Legal Counsel